



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

September 01, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**TEN-YEAR LEASE, SUBLEASE, AND SITE ACCESS AGREEMENT
TEJON PEAK TELECOMMUNICATION SITE
(FIFTH DISTRICT) (3-VOTES)**

SUBJECT

Approval of a proposed ten-year lease, Sublease, and Site Access Agreement (SAA), which will renew an existing lease, SAA to provide the County of Los Angeles (County), Southern California Edison Company (SCE), and the Los Angeles Regional Interoperable Communications System Authority (LA-RICS) continued occupancy of the Tejon Peak Communication Site (Site) in Gorman, and to continue operating their respective existing communication facilities on the site.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease, Sublease, and SAA are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the proposed activities.
2. Approve and authorize the Chief Executive Officer, or his designee, to execute the proposed lease with Ralphs Trust (Lessor) for a fenced area of approximately 2,600 square feet, and improved with a microwave tower, two small buildings, and communication equipment (Lease); a sublease with SCE, which co-locates and shares equipment with the County (Sublease); and a SAA that allows LA-RICS access to their own communication facility at the same site for an initial term of ten years. The estimated first-year lease cost due to the Lessor is approximately \$49,700, which includes (i) \$30,000 for annual rent from the County, (ii) a \$500 annual maintenance fee to the Lessor, (iii) a \$10,000 one-time signing fee (which annual maintenance fee and one-time signing fee will be shared 50 percent with SCE), and (iv) approximately \$9,200, which is 50 percent of approximately \$18,400 sublease rent received by the County from SCE. The estimated total proposed Lease cost

is approximately \$464,600 for the ten-year term paid by the County, but with SCE's sublease rent retained by the County and SCE's payment of shared costs, the County's net cost is approximately \$246,000. Sufficient funding for the proposed Lease is included in the Fiscal Year (FY) 2026-27 Rent Expense Budget and will be billed back to the County's Internal Services Department (ISD). ISD has allocated sufficient funds in its FY 2025-26 operating budget to cover the projected Lease costs. The entire rental cost funded from ISD's operating budget would remain subject to the Communication Site Utilization Program cost recovery pool.

3. Authorize and direct the Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate the proposed Lease, Sublease, and SAA, and to take actions necessary and appropriate to implement the proposed Lease, Sublease, and SAA, including, without limitation, exercising any options to extend the term, early termination, or amendments. Each agreement includes four five-year options to extend the term. If the options are exercised, the total term of the proposed Lease, Sublease, and SAA will be up to 30 years, respectively.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and SCE have occupied the Site since 1953 as a telecommunications site. The County ground leases the Site from the Lessor. The County owns and maintains the emergency generator room and its equipment which has been shared with SCE. SCE owns and maintains a communication building and a 65-foot microwave tower, a portion of which is shared with the County. The shared use is memorialized in the Sublease between the County and SCE. This Site is an integral part of the Countywide public safety and emergency response communications network, and the collaboration with SCE has been instrumental in the construction of the infrastructure and telecommunication facilities that support the County's operations. Since 2016, the County has provided access to LA-RICS for operations of its Land Mobile Radio Communication via a gratis SAA. The three agreements, the Lease, Sublease, and SAA, expired concurrently on November 4, 2024, and have remained on holdover basis, without a holdover fee, to maintain operational continuity.

Approval of the recommended actions will find that the actions are exempt from CEQA and ensure continued long-term stability for the County, SCE, and LA-RICS at this essential communications facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – "Realize Tomorrow's Government Today" – ensures that LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible, specifically through Focus Area Goal F of Flexible and Efficient Infrastructure, and Strategy ii, to Modernize Infrastructure.

The recommended actions allow the County and its partners to continue providing the technological telecommunication infrastructure across the County to meet the needs of our constituents.

The proposed Lease, Sublease, and SAA are also consistent with the Strategic Asset Management Objective #3 by Maximizing the use of leased space through collocation with SCE, and LA-RICS' access to their own facilities. Additionally, the Sublease with SCE generates revenue for the County.

FISCAL IMPACT/FINANCING

The estimated first-year lease cost due to the Lessor is approximately \$49,700, which includes (i) \$30,000, for annual rent from the County, (ii) a \$500 annual maintenance fee to the Lessor, (iii) a \$10,000, one-time signing fee (which annual maintenance fee and one-time signing fee will be shared 50 percent with SCE), and (iv) approximately \$9,200, which is 50 percent of approximately \$18,400, sublease rent received by the County from SCE. SCE, as the County's sublessee, will be paying rent of approximately \$211,000, for the ten-year term. Of this amount, the County will remit 50 percent, or approximately \$106,000, to the Lessor, and retain the remaining 50 percent of the revenue, which partially offsets the County's costs to lease the Site. The estimated total proposed Lease cost is approximately \$464,600, for the ten-year term paid by the County, but with SCE's sublease rent retained by the County and SCE's payment of shared costs, the County's net cost is approximately \$246,000. These costs are funded from ISD's operating budget and will be covered through the Communication Site Utilization Program cost recovery pool.

Sufficient funding to cover the proposed Lease is included in the FY 2026-27 Rent Expense Budget and will be billed back to ISD. ISD has sufficient funding in its FY 2026-27 Operating Budget to cover the projected Lease costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed Lease also contains the following provisions:

- The base annual rental rate shall be \$30,000 per year, which is in line with the State's Telecom Lease Rate Guidelines for 2025-2026. Base rent is subject to annual increases of 3 percent.
- Upon commencement of the proposed Sublease, SCE's annual rental rate will increase from \$14,018 per year to \$18,432 per year, of which the County will retain \$9,216 in the first year as net annual sublease revenue, subject to annual increases of 3 percent.
- The proposed Lease, Sublease, and SAA each include a ten-year initial term with four options to extend for an additional five years. Unless the County gives prior written notice within 60 days of the end of a term that it will not exercise its option, the proposed Lease will automatically extend for an additional five years. Under the proposed Sublease, SCE shall have the right to exercise its four options. The SAA term is contiguous with the proposed Lease. If all options are exercised, the total term of the proposed Lease, Sublease, and SAA would be 30 years.
- The proposed Lease, Sublease, and SAA were unanimously approved by your Board of Supervisors (Board) appointed Real Estate Management Commission on July 23, 2026.
- In the event that the County or SCE holds over beyond the end of the term, such tenancy shall be from month to month only.

ENVIRONMENTAL DOCUMENTATION

Approval of the proposed Lease, Sublease, and SAA to renew an existing Lease, Sublease, and SAA are categorically exempt from CEQA. The activities covered by the agreements would not include any physical changes or changes to the current operations at the Site and are, therefore, exempt from CEQA, pursuant to State CEQA Guidelines Section 15301 and Class 1 of the Environmental Document Reporting Procedures and Guidelines, Appendix G because they include

leasing, licensing, operation and maintenance of existing facilities with negligible or no expansion of use at existing facilities. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Boards approval of the recommended actions, the Chief Executive Office will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation, in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow for the continued operation of current services. ISD, SCE, and LA-RICS concur with the proposed Lease, Sublease, and SAA.

Respectfully submitted,



Joseph M. Nicchitta

Chief Executive Officer

JMN:JG:JTC

JLC::MGR:KG:NH:ja

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
LA-RICS

TEJON PEAK TELECOMMUNICATIONS SITE LEASE AGREEMENT

THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT (the "Agreement"), is made and entered into in duplicate original this _____ day of _____, 20__,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**County**" or "**Lessee**";

AND

RALPHS TRUST, (Fed No. 77-60-70-796), comprised of the following trustees,

Erin Leigh Bawcombe and Ryan Arthur Ralphs, as successor co-trustees of the Ronald and Julianne Cay Ralphs Family Trust dated 04/03/1995,

Patricia Almotahari, as successor co-trustee of the Charles Douglas Ralphs Separate Property Trust, dated 10/2/2007,

Roya Renee Almotahari, as successor co-trustee of the Charles Douglas Ralphs Separate Property Trust dated 10/2/2007,

James L. Ralphs III, as sole successor trustee of the Ruth Mavis Ralphs Trust dated 10/14/1994

James L. Ralphs III, an unmarried individual

James Lloyd Ralphs III, as sole successor trustee of the Steven C. Sonder Trust dated 09/13/2018

hereinafter referred to as "**Lessor**";

RECITALS

WHEREAS, on June 8, 1953, the parties entered into County Agreement No. 430-T (AKA 1141) whereby Lessor leased to the County a certain parcel of land for use as a microwave communication site, commonly known as Tejon Peak in Gorman ("Tejon Peak"), and

WHEREAS, on January 23, 1973, Amendment No.1 was approved to expand the existing 192 square feet building on the site by approximately 92 square feet, and also authorized the County to cause one or more building additions to be added, so long as the total square footage of said building, plus building additions did not exceed 1,000 square feet; and to acknowledge County Agreement No. 302-YY, entered into by the County and Southern California Edison Company ("Edison") on October 13, 1953, whereby the County granted Edison certain rights to construct the communications building and other telecommunication

facilities for the installation, operation, and maintenance of their respective microwave communication systems for co-location; and

WHEREAS, on May 25, 1993, Amendment No. 2 was approved to provide a lease extension of ten (10) years, rental adjustments, and a cancellation clause, and

WHEREAS, on April 20, 2004, Agreement L-74810 was approved to provide a new lease of ten (10) years expiring on April 19, 2014, and

WHEREAS, on November 5, 2014, Agreement 78291 was approved to provide a new lease of ten (10) years expiring on November 4, 2024, and

WHEREAS, on November 5, 2014, Lease No. 78296 was approved to allow County to sublease to Edison expiring on November 4, 2024, and

WHEREAS, On September 13, 2016, Agreement 78291-SAA was approved to allow County to license and provide Site Access Agreement ("SAA") to the Los Angeles Regional Interoperable Communications System Authority ("LA-RICS") for use of land with Ralphs Trust (Fed No 77-60-70-796), as successor-in-interest to Ralphs, as a Land Mobile Radio ("LMR") communication site expiring on the termination of the master lease agreement, and

WHEREAS, County desires to enter into another new master lease for the land with Ralphs Trust (Fed No. 77-60-70-796), as successor-in-interest to Ralphs and to continue subleases with existing sublessees, Edison and LA-RICS, but no additional subleases.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them agree as follows:

1. PREMISES

Lessor hereby leases to the County and County hereby hires and rents from Lessor on the terms and conditions hereinafter set forth, a portion of that certain property located on Assessor Parcel Number 3251-001-017 (APN), also known as Tejon Peak in Lebec, in the County of Los Angeles, State of California, more particularly depicted in Exhibit "A" attached hereto and depicted on the map associated with said APN in Exhibit "B" (collectively, the "Premises"). Both Exhibits "A" and "B" are attached hereto and incorporated herein by this reference.

2. PURPOSE AND USE

The sole purpose of this Agreement is to allow the County the right to use the Premises as a joint-use microwave communication facility with the County's Sublessee Southern California Edison Company ("Edison") and LA-RICS and any extension thereof, along with the right of County and/or designee to construct, use, maintain, install, repair and operate the following: (i) communication building(s) so long as the total square footage of said building(s), plus additions, does not exceed one thousand five hundred (1,500) square feet, and does not require more land than leased; and (ii) the right to construct, install, repair, use, operate and maintain any type of appurtenant telecommunication facilities, including, but not limited to, telecommunication towers, a standby emergency generator building/equipment and any other

ancillary telecommunication equipment and/or service components, collectively ("Leased Facility") (required to facilitate the operation of telecommunication systems.

3. TERM.

3.01 The term shall commence upon full execution of this Lease ("Commencement Date") and shall consist of a 10-year "Initial Term", plus four (4) extension options of five (5) years each ("Extension Options"), with such with such rights of termination as may be hereinafter expressly set forth. Unless Lessee gives prior written notice within sixty (60) days of the end of a term that it will not exercise its option, the Lease will automatically extend for an additional five (5) years, with the last five (5) year term ending _____.

- a) Initial Term: Upon Execution-
- b) Extension Option I:
- c) Extension Option II:
- d) Extension Option III:
- e) Extension Option IV:

3.02 Either party shall have the option of terminating this Agreement at any time upon giving the other party notice in writing at least one hundred eighty (180) days in advance of such termination.

3.03 Holdover: In case County holds over beyond the end of the term herein provided or any renewal thereof, with the consent, express or implied, of the Lessor, such tenancy shall be from month to month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof, and the rent to be paid therefore shall be the rate prevailing under the terms of this lease.

4. CONSIDERATION

4.01 The County hereby agrees to pay as consideration for said demised Premises during the term hereof two separate types of rent (collectively referred to as "Agreement Rent"), both: (a) a monthly Lease Rent; and (b) a fifty percent (50%) portion of the Sublease Rent from its Sublessee Edison on said demised Premises as follows:

(a) Lessee Rent Payable to Lessor: **TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00)** per month, payable in advance by the Auditor's General Warrant. Payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefore for each such month to be filed with the County Auditor of the County of Los Angeles prior to the first day of each month. The first monthly fee payment shall be prorated for the number of days used during the month of the Commencement Date, due and payable at the end of the month following the

Commencement Date, and thereafter the monthly Fee will be payable in arrears on the first (1st) day but no later than the fifteenth (15th) day of the month following each and every applicable month of the term hereof.

(b) Sublessee Rent Portion Payable to Lessor: Fifty percent (50%) of any amount the County may collect as the monthly Sublease Rent from its Sublessee. The Sublease Rent payable by Sublessee is currently **ONE THOUSAND FIVE HUNDRED THIRTY-SIX and 00/100 DOLLARS (\$1,536.00)**. As such, the portion of Edison's Sublease Rent payable to Lessor is **SEVEN HUNDRED SIXTY-EIGHT and 00/100 Dollars (\$768.00)**, payable within thirty (30) days after the successful monthly collection of Edison's Sublease Rent by the Auditor Controller.

(c) Lessor may terminate this Agreement upon ninety (90) days written notice to both the County and Edison, but only in the event County defaults in the payment of rent. The Agreement will not be terminated if the County or Edison or other joint-user pays the rent within fifteen (15) days from receiving written notice of default.

4.02 Additional Consideration:

(a) Maintenance Fee: An annual Access Road Maintenance Fee in the sum of **Five Hundred and 00/100 Dollars (\$500)** per year, composed of equal contributions of **Two Hundred Fifty and 00/100 Dollars (\$250)** each from the Lessee and Edison, for the 0.2-mile length of the access road within the subject parcel. This fee shall include fire abatement and road maintenance.

(b) Signing Fee: A one-time Signing Fee in the combined total amount of **Ten Thousand and 00/100 Dollars (\$10,000)**, to be jointly and equally contributed by the County and Edison, shall be paid to Lessor.

5. PAYMENT ADJUSTMENT

Commencing with the first anniversary of the Agreement term, and for each successive one-year period thereafter, including the Initial Term and Extension Options, the Agreement Rent set forth in Paragraph 4.01 shall be subject to an annual escalation adjustment of three percent (3%).

6. DEFAULT METHOD OF PAYMENT

Deposit or Electronic Funds Transfer

6.01 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

6.02 The Lessor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other

information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

6.03 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

6.04 At any time during the duration of the agreement/contract, the Lessor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

7. TAXES

7.01 Lessor shall be responsible for and pay promptly all real property taxes, assessments and special assessments which may be levied or assessed against the during the term of this Agreement or any renewal or hold over period thereof. In the event Lessor fails or refuses to pay any or all of the taxes or assessments when due, County may give Lessor thirty (30) day calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the installments of rent next due as a charge against the Lessor.

8. SITE INSPECTION, ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

The County acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. The County accepts the Premises in its present physical condition and agrees to make no demands upon Lessor for any repair, improvement or alteration thereof.

9. DAMAGE OR DESTRUCTION

9.01 Lessor agrees that should the demised Premises and facilities thereon be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for the County's use, the County and/or Edison shall use its best efforts within one hundred eighty (180) days of such occurrence to repair the damaged facilities on the Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of improvements, then the County shall either commence the repair and restoration, or terminate the Agreement in which case the County shall surrender the Premises to the Lessor and shall not be obligated for any further rental under the Agreement.

9.02 The County shall be entitled to a proportionate reduction of rent while repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the space is rendered unusable to County bears to the whole thereof. The County shall not be entitled to an abatement of rent pursuant to this

provision when the damage to the Premises is the result of negligence by County's employees.

10. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

During the term of this Lease, the following indemnification and insurance requirements shall be in effect.

10.01 INDEMNIFICATION

The Lessor shall indemnify, defend and hold harmless the County from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Lessor's construction, repair, maintenance and other acts and omissions arising from and/or relating to the Lessor's ownership of the Premises.

The County shall indemnify, defend and hold harmless the Lessor, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Lessee's repair, maintenance and other acts and omissions arising from and/or relating to the County's use of the Premises.

10.02 WAIVER

Both the County and Lessor each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

10.03 GENERAL INSURANCE PROVISIONS - LESSOR REQUIREMENTS

Without limiting the Lessor's indemnification of County and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Lessor pursuant to this Lease. The County in no way warrants that the Required Insurance is sufficient to protect the Lessor for liabilities which may arise from or relate to this Lease.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Lessor's General Liability policy, shall be delivered to County at the address shown below and provided prior to the start day of this Lease.
- Renewal Certificates shall be provided to County not less than 10 days prior to Lessor's policy expiration dates. The County reserves the right

to obtain complete, certified copies of any required Lessor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Lessor identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any County's required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Lessor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
555 West Fifth Street, 36th Floor
Los Angeles, CA 90013
Attention: Director of Real Estate

Lessor also shall promptly notify County of any third-party claim or suit filed against Lessor which arises from or relates to this Lease and could result in the filing of a claim or lawsuit against Lessor and/or County.

B. Additional Insured Status and Scope of Coverage

The County, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Lessor's General Liability policy with respect to liability arising from or connected with the Lessor's acts, errors, and omissions arising from and/or relating to the Lessor's operations on and/or its ownership of the premises. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Lessor's acts or omissions, whether such liability is attributable to the Lessor or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use

of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance.

Lessor shall provide County with, or Lessor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the County, upon which the County may suspend or terminate this Lease.

D. Failure to Maintain Insurance.

Lessor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Lessor, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Lessor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Lessor, deduct the premium cost from sums due to Lessor or pursue Lessor reimbursement.

E. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Lessee, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Lessee.

F. Lessor's Insurance Shall Be Primary

Lessor's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Lessee. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any County's coverage.

G. Waiver of Subrogation

To the fullest extent permitted by law, the Lessor hereby waives its and its insurer(s) rights of recovery against County under all required insurance policies for any loss arising from or related to this Lease. The Lessor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Deductibles and Self-Insured Retentions (SIRs)

Lessor's policies shall not obligate the Lessee to pay any portion of any Lessor deductible or SIR. The County retains the right to require Lessor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Lessor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

I. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Lessor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

J. Application of Excess Liability Coverage

Lessor may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

K. Separation of Insured

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

L. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

10.04 INSURANCE COVERAGE TYPES AND LIMITS

A. County's Requirements: During the term of this Lease, County shall maintain a program of insurance coverage as described below.

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Lessor and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$ 2 million

Products/Completed Operations Aggregate: \$ 1 million

Personal and Advertising Injury: \$ 1 million

Each Occurrence: \$ 1 million

Lessee, at its sole option, may satisfy all or any part of this insurance Requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Lessee after execution of this Lease at Lessee's request.

B. Lessor Requirements

During the term of this Lease, Lessor shall provide and maintain the following programs of insurance coverage:

a) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Lessee and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$ 2 million

Products/Completed Operations Aggregate: \$ 1 million

Personal and Advertising Injury: \$ 1 million

Each Occurrence: \$ 1 million

b) Commercial Property Insurance. Such coverage shall:

- Provide coverage for County's property and any County improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the County and Lessor as their interests may appear.

11. RESTORATION OF THE PREMISES

Lessor agrees that any existing facilities constructed or placed on the Premises by County, LA RICS and/or Edison shall at all times remain the sole property of County, LA RICS and/or Edison. At the expiration of the term of this Agreement, or any extension or holdover period thereof County, LA RICS and/or Edison shall remove at its own cost and expense, any improvements which it has constructed or placed on the Premises.

12. ACCESS ROAD

12.01 Lessor hereby grants the right to County, Edison, LA-RICS, and County's designee at the Premises, a nonexclusive right to use during the term of this Agreement and any extension thereof, existing access roads serving the Premises and within the Lessor's property boundary on the 0.2-mile portion the existing access road that serves the Premises, within Lessor's property boundaries.

13. POWER

Lessor hereby acknowledges Edison's right to use, operate and maintain an existing Edison-owned underground power line located between Edison's Gorman substation and the Premises, without imposing any duty or obligation upon Edison.

14. ASSIGNMENT or SUBLETTING

14.01 The County, with Lessor's prior written consent, which will not be unreasonably withheld, shall have the right to assign or sublease this Agreement to Edison or County's joint powers partner namely the Los Angeles Regional Interoperable Systems ("LARICS") upon the condition that the assignees or sublessees expressly assumes and agrees in writing to pay rent and adhere to the terms and conditions contained herein.

14.02 County will pay Lessor fifty percent (50%) of Sublease Rent successfully collected from Edison on a monthly basis.

14.03 County may not enter into additional subleases besides the existing agreements with Edison and LARICS.

15. AUTHORITY

Only the Board of Supervisors has the authority, by formally approving and/or executing this Agreement, to bind the County to the terms included herein. Each individual executing this Agreement on behalf of the Lessor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Lessor, and that this Agreement is binding upon Lessor in accordance with its terms.

16. NOTICES

16.01 Notices desired or required to be given by this Agreement or by any law now in effect may be given by enclosing the same in a sealed envelope, Certified Mail — Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Lessor as follows:

To:

Ralphs Trust

P.O. Box 81
Gorman, CA 93243
Attention: Lloyd Ralphs
Phone: (602) 399-9172
lloyd.ralphs@yahoo.com

or such other places in California as may hereinafter be designated in writing by Lessor. The notices and envelope containing the same to the County and Edison shall be addressed as follows:

To: County of Los Angeles Chief Executive Office
Real Estate Division, County-owned Property Section
555 W. Fifth Street, 36th Floor
Los Angeles, California 90013
Attn: Joyce L. Chang, Senior Manager
Phone: (213) 974-4200
Fax: (213) 217-4971
Email: jchang@ceo.lacounty.gov

And Southern California Edison Company
14799 Chestnut Street
Westminster, CA 92683-5240
Attention: Corporate Real Estate

17. CANCELLATION

County reserves the right to cancel this Agreement, or any renewal thereof, upon giving a thirty (30) day prior written notice to Lessor without incurring any liability whatsoever, in the event it determines it no longer requires leasing the Premises. The County agrees that it will notify Lessor and Edison sixty (60) days prior to issuing a termination notice to determine if Edison is agreeable to an assignment of the County's leasehold interest, subject to the terms and conditions of this Agreement.

18. HAZARDOUS MATERIALS

18.01 The County hereby warrants and represents that it shall comply with all federal; state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic radioactive substances, as defined in California Health and Safety Code Section 25316, as may be amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as may be amended.

18.02 The County and Lessor agree to immediately notify each other When either party is aware that hazardous substances have been released on the Premises or released

by any other tenant on the Premises. Should the presence of hazardous substances on the Premises be discovered, which is not caused by County and threatens the health and safety of County's agents or invitees, as determined at County's sole discretion, it shall entitle County to immediately terminate this Agreement. In the event of such termination, County shall not be obligated for any further monthly payments and Lessor shall refund any unearned monthly payments paid by County, calculated at a daily rate based on the regular monthly payment.

19. BINDING ON SUCCESSORS

Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Lessor, and wherever the context permits or requires the successors in interest to the County.

20. LOBBYIST

Lessor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.01 0, retained by Lessor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Lessor or any County lobbyist or County lobbying firm retained by Lessor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this agreement upon which County may immediately terminate or suspend this Agreement.

21. GENERAL PROVISIONS

(a) Waiver. No waiver by Lessor or County of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessor or County of the same or any other provision. Lessor's or County's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's or County's consent to or approval of any subsequent act by the Lessor or County.

(b) Headings. Titles to Sections in this Agreement are not part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

(d) Quiet Enjoyment. So long as County is not in default hereunder, County shall have the right to quiet and peaceful enjoyment and possession of the Premises during the entire term of this Agreement, subject to all of the terms and conditions of this Agreement.

(e) Entire Agreement. This Agreement is the final and complete expression of the Lessor and the County relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Agreement. No prior agreements or understanding pertaining to same matter shall be valid or of any force or effect and the covenants and agreements of this

Agreement shall not be altered, modified or added to except in writing signed by both Lessor and County.

(f) Separability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(g) Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, State of California.

(h) Cumulative Remedies. No remedy or ejection hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

22. BANKRUPTCY

The County and the Lessor hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement, Lessor shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. 101, et seq., this Agreement is and shall be treated as an unexpired Lease of nonresidential real property for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

23. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

24. ELECTRONIC SIGNATURES

This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. County and Lessor (i) agree that an electronic

signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

25. SUPERSEDURE

This Agreement supersedes and voids any prior leases, licenses or agreement between County and the Lessor identified in this Agreement with regards to the Premises.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the County and Lessor.

IN WITNESS WHEREOF, Lessor has executed this Agreement or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code has caused this Agreement to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LESSEE:

COUNTY OF LOS ANGELES

JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer

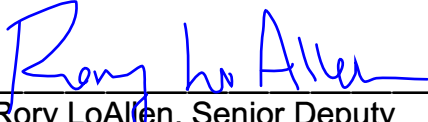
ATTEST:

DEAN C. LOGAN
Registrar Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Rory LoAllen, Senior Deputy

LESSORS:

RALPHS TRUST.

(Fed No. 77-60-70-796), comprised of the following six (6) trustees,

Lessor no. 1 of 6

By: 

Erin Leigh Bawcombe and Ryan Arthur Ralphs, as successor co-trustees of the Ronald and Julianne Cay Ralphs Family Trust dated 04/03/1995

Date: _____

Lessor no. 2 of 6

By: _____
Patricia Almotahari, as successor co-trustee of the Charles Douglas Ralphs Separate Property Trust, dated 10/2/2007

Date: _____

Lessor no. 3 of 6

By: _____
Roya Renee Almotahari, as successor co-trustee of the Charles Douglas Ralphs Separate Property Trust dated 10/2/2007

Date: _____

LESSORS:

RALPHS TRUST.

(Fed No. 77-60-70-796), comprised of the following six (6) trustees,

Lessor no. 1 of 6

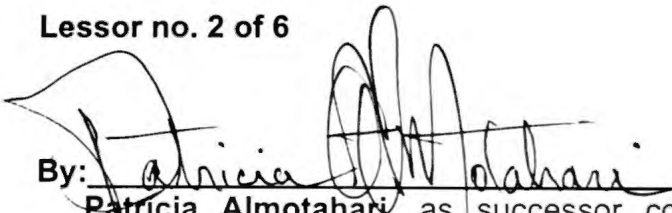
By:

Erin Leigh Bawcombe and Ryan Arthur Ralphs, as successor co-trustees of the Ronald and Julianne Cay Ralphs Family Trust dated 04/03/1995

Date: _____

Lessor no. 2 of 6

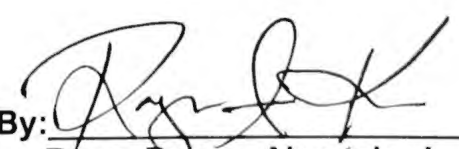
By:


Patricia Almotahari, as successor co-trustee of the Charles Douglas Ralphs Separate Property Trust, dated 10/2/2007

Date: Jan 21, 2026

Lessor no. 3 of 6

By:


Roya Renee Almotahari, as successor co-trustee of the Charles Douglas Ralphs Separate Property Trust dated 10/2/2007

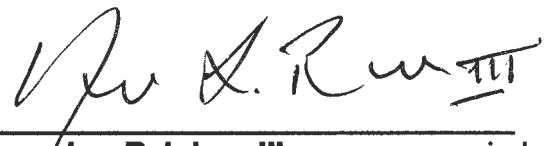
Date: 1-21-25

Lessor no. 4 of 6

By: 
James L. Ralphs III, as sole successor
trustee of the Ruth Mavis Ralphs Trust
dated 10/14/1994

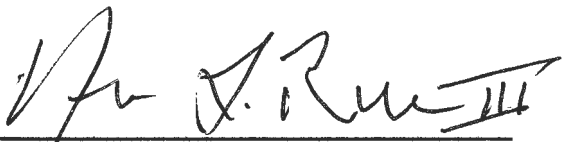
Date: 1/7/24

Lessor no. 5 of 6

By: 
James L. Ralphs III, an unmarried
individual

Date: 1/7/24

Lessor no. 6 of 6

By: 
James Lloyd Ralphs III, as sole successor
trustee of the Steven C. Sonder Trust dated
09/13/2018

Date: 1/7/24

Exhibit "A"

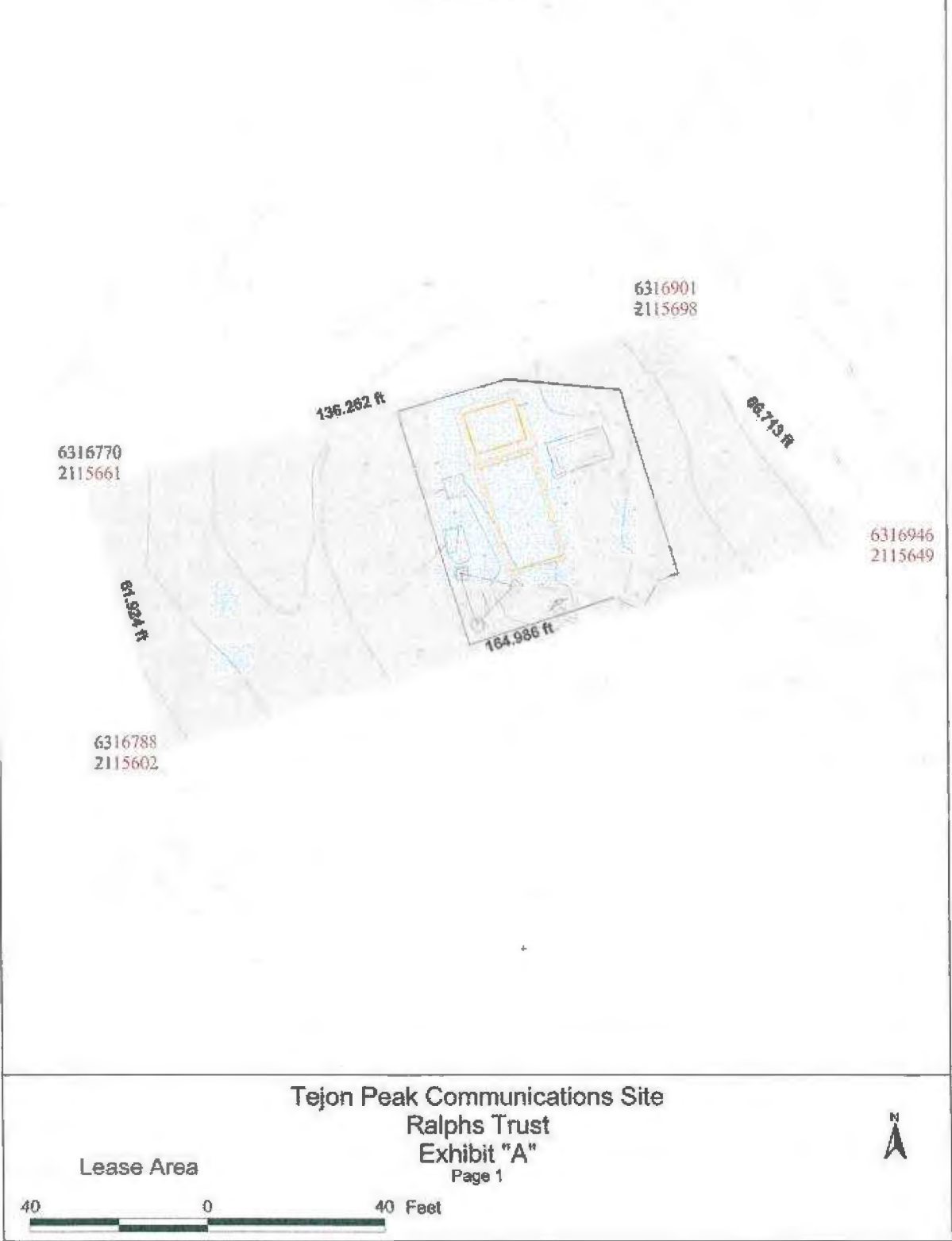


Exhibit "B"



COUNTY OF LOS ANGELES
TEJON PEAK TELECOM SITE
APN: 3251-001-017

**TELECOMMUNICATIONS SITE SUBLEASE
TEJON PEAK MICROWAVE FACILITY**

THIS SUBLEASE AGREEMENT ("**Agreement**"), made and entered into in duplicate originals this ____ day of _____ - 2026 (the "**Effective Date**"),

BY AND

BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**County**"

AND

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation, hereinafter referred to as "**Edison**".

W I T N E S S E T H:

WHEREAS, County and James L. Ralphs ("**Ralphs**") entered into that certain Lease Agreement dated June 8, 1953 (the "**Lease**"), wherein County leased from Ralphs certain land, located in the unincorporated portion of the County of Los Angeles, as further described in **Exhibit "A"** attached hereto (the "**Land**");

WHEREAS, County and Edison entered into an agreement on October 13, 1953 (the "**Original Sublease Agreement**"), which ran concurrently with the Lease, and granted Edison, among other things, the right to use and occupy the Land to construct, install, operate and maintain, at its cost, a communications building, microwave tower, standby/ancillary equipment, an access road, and an underground power line to support the microwave communication systems;

WHEREAS, Pursuant to the Original Sublease Agreement, Edison constructed, installed, operates, maintains and owns on the Land a 192 square foot communication building, a 65 foot microwave tower, underground power and fiber optic cables to support its microwave communications systems, (the foregoing facilities are sometimes collectively referred to herein as the "**Edison Facilities**");

WHEREAS, In consideration of the rights granted by County to Edison under the Original Sublease Agreement, Edison consented to the County's use of a portion, not to exceed one-half (1/2) of the space in said communication building and microwave tower for the installation and use of the County's radio and microwave equipment, appurtenances, and electric service in consideration of the County granting Edison those rights;

WHEREAS, the County constructed, maintains and owns facilities consisting of a 92 square foot generator building, standby generator, fuel tank, and other associated equipment for the common good of both parties, (the foregoing facilities are sometimes collectively referred to herein as the "**County Facilities**");

WHEREAS, the Lease and the Original Sublease Agreement have since expired, and County now desires to enter into a new master lease for a portion of the Land with Ralphs Trust, as successor-in-interest to Ralphs. In addition, Edison and County desire to enter into this new Agreement, to renew, re-affirm and further describe each other's rights and obligations with respect to the portion of Land, Edison Facilities and County Facilities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. SUBLEASE AREA

County hereby subleases to Edison and Edison hereby rents from County on the terms and conditions set forth herein, those portions of Land currently fenced with an area of approximately 2,600 square feet, previously improved by Edison at its cost, as a microwave communication facility site commonly referred to as Tejon Peak microwave site (the "**Sublease Area**"), as shown on **Exhibit "B"** attached hereto and incorporated by this reference.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is:

(A) To allow Edison during the term of this Agreement and any extension thereof:

- (a) the right to use, maintain and operate the communication building, microwave tower and any other Edison Facilities previously constructed by Edison, including radio transmitting and receiving antennas on the communication tower, seven (7) equipment racks and related cavities and cables inside the communication shelter, utility lines, and other associated equipment (such communications system and associated equipment, collectively, "**Communication Facility**"), as shown in **Exhibit "C"**, attached hereto and incorporated herein by this reference.
- (b) the right to use and the right, but not the obligation, to maintain the Sublease's access road which extends from a junction with an existing Edison patrol road in a general northwesterly direction through Sections 8 and 9, Township 8 North, Range 18 West, S.B.B. & M., to the Sublease Area, known collectively as the "**Access**", and which is referenced in Section 10 of this Agreement;
- (c) the rights, as granted to Edison by easement, to operate, maintain and use an existing underground power line located between Edison's Gorman Substation and the Sublease Area;

(d) the right to use and enjoy, at no additional cost or expense, County Facilities; and

(B) To reconfirm County's use of an equal portion of the communication building, including but not limited to, a mutually suitable portion of the microwave tower space.

2.02 The Sublease Area shall be used only for the purposes authorized by Section 2.01, and such other purposes as are directly related thereto, provided express written approval therefor is granted by the County Chief Executive Officer (collectively the **"Permitted Activities"**), and for no other purposes whatsoever. Ownership of all improvements constructed by Edison upon the Sublease Area and all alterations, additions or betterments thereto shall remain with Edison until termination of this Agreement. Upon notification to County, Edison may remove or replace its Communication Facility at any time during the term of the Sublease, and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2.03 The right and permission of Edison is subordinate to the prior and paramount right of County to the Land for the public purposes to which it is now and may in the future, at the option of the County, be devoted, including but not limited to telecommunications. Edison undertakes and agrees to use the Sublease Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Land by the County outside of the boundaries of the Sublease Area. County will develop and maintain other public uses of the Land adjacent to the Sublease Area, including any new building and new antenna tower, additional construction not limited to installation or upgrading of telecommunication systems, and periodic maintenance at any time during the term of this Agreement; provided, however, such new uses shall not unreasonably interfere with Edison's use of the Sublease Area. Edison shall make no claim against County for any inconvenience resulting from any such activities or uses of County.

2.04 The Sublease Area will be locked for security purposes. Access by Edison and the County to the Sublease Area is subject to County and Edison contacting the other party's Telecommunications Control Center upon entering and leaving the Sublease Area. The Sublease Area is equipped with an Edison alarm system. Upon each entry to the Sublease Area, County's and Edison's approved representative shall sign and date Edison's and the County's entry log for the site. Said logs shall be kept at the site. Edison and County agree to post appropriate contact information in a visible area.

3. TERM

3.01 The term of this Agreement shall commence upon approval by the Board of Supervisors and full execution of this Agreement ("Commencement Date") and shall continue for ten (10) years thereafter (the "Initial Term"). Edison shall have four (4) options to extend the term for additional periods of five (5) years each (each, an "Extension Option"), under the same terms and conditions, provided Edison exercises

its right to renew by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the Initial Term or any Extension Option then in effect.

3.02 In the event Edison holds over beyond the end of the term herein provided, or any renewal thereof, this Agreement shall be from month-to-month only, subject to the terms and conditions of this Agreement.

3.03 This Agreement is only in effect so long as the lease between the County and Ralphs Trust is in effect. In the event the master lease between Ralphs and County terminates, the sublease will also terminate.

4. CONSIDERATION

4.01 Edison hereby agrees to pay in advance as initial yearly rent to the County the sum of **Eighteen Thousand Four Hundred Thirty-Two and 00/100 DOLLARS (\$18,432.00)**.

4.02 Rental payments shall be made in advance commencing upon the date of approval of the Agreement by the Board of Supervisors, with subsequent annual rent payments due on the second (2nd) anniversary of the Agreement term, and each successive one (1) year period thereafter, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to.

County of Los Angeles
Auditor-Controller, Accounting Division,
500 West Temple Street, Room 603
Los Angeles, CA 90012
Attn: Franchise/Concessions Section

Edison shall include in Payment Identification Data Section on its check stub, the Sublease number, and its name and return address.

4.03 Edison acknowledges that fifty percent (50%) of the first yearly rent paid by Edison under this Agreement, and any yearly rent thereafter, will be delivered by the County to Ralphs Trust, the master lessor of the Land, within sixty (60) days, as a condition of the master lease agreement between the County and Ralphs Trust. Thus, the net yearly rent retained by the County is only fifty percent (50%) of the annual consideration paid by Edison to the County. Therefore, any delay or failure to pay rent is expressly a material term of this Agreement.

4.04 Additional Consideration:

a) Maintenance Fee: An annual Access Road Maintenance Fee of **Two Hundred Fifty and 00/100 Dollars (\$250)** per year each due to Ralphs Trust. This fee shall include fire abatement and road maintenance.

b) Signing Fee: A one-time Signing Fee of **Five Thousand and 00/100 Dollars (\$5,000)**, due to Ralphs Trust.

4.05 All rent payable under this Agreement is payable in advance by Auditor's General Warrant within thirty (30) days after the first day of each anniversary hereof. Yearly rent for any partial year shall be prorated in proportion to the number of days in such year.

5. RENTAL ADJUSTMENT

Commencing with the first anniversary of the Initial Term of this Agreement and for every year thereafter including the extension options terms ("**Adjustment Date**"), the yearly rental rate shall be increased by three percent (3%).

6. TAXES

Edison acknowledges that the rights granted by this Agreement to occupy County leased property may create a possessory interest subject to real property taxation and/or assessment thereon. In such event, Edison shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City or any other assessment-levying body upon Edison's Facilities and any improvements or fixtures located thereon.

7. ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

7.01 Edison acknowledges personal inspection of the Sublease Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. Edison accepts the Sublease Area in its present physical condition and agrees to make no demands upon County for any repair, improvement or alteration thereof.

7.02 Any future expansion of the Sublease Area for telecommunication purposes to be utilized by Edison would be considered for review and approval by the County under the following conditions: (i) Any new telecommunication facility to be constructed and installed would be contained within the existing fenced area (approximately 2,600 square feet) subleased by Edison; (ii) Edison, at its sole cost, would be responsible for constructing, installing, maintaining, operating and repairing any new facility, which may include, but not be limited to -a communication building, microwave tower, a standby emergency generator building/equipment, and any other ancillary telecommunication equipment or components required to operate Edison's telecommunication system and (iii) Edison, at its cost, would provide the County for its review, any required report, study, and/or plan, detailing the proposed site expansion.. The County, at its sole-discretion, shall have the right to deny or approve said expansion project, without incurring any obligation or liability for its decision.

8 INSTALLATION

Edison and County shall install its racks of equipment at its own expense and risk. Antenna(s) shall be located and mounted as specified and agreed upon by both Edison and the County. Edison and the County shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Edison and the County shall not alter, modify, or in any way change the other's property without first receiving written permission, which shall not be unreasonably withheld.

9 OPERATIONAL RESPONSIBILITIES

- a. Edison shall: Comply with and abide by all applicable rules and regulations and of County.
- b. At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and leases required to engage in the Permitted Activities on the Sublease Area.
- c. Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Land by County, other lessees, sublessee of the master lessor or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct Permitted Activities in the manner heretofore described.
- d. Assume the risk of loss, damage or destruction to the Communication Facility and any and all fixtures and personal property belonging to Edison that are installed or placed within the Sublease Area, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.
- e. Repair or replace any and all County property lost, damaged, or destroyed arising out of Edison's activities. Should Edison fail to promptly make such repairs, after written demand by County, County may have repairs made and Edison shall pay the cost thereof.
- f. Maintain the Sublease Area to the satisfaction of County to the conditions that existed at the commencement of this Agreement, other than for ordinary wear and tear or damage or destruction by the acts of God beyond the control of Edison. The Sublease Area shall be kept neat and clean by Edison and ready for normal use by County and other users. Should Edison fail to accomplish this following notice from County, County may perform the work and Edison shall pay the cost thereof upon written demand by County.
- g. Upon expiration, cancellation, or other termination of this Agreement,

Edison shall remove, subject to the provisions of Section 18 below and at no cost to County, any and all equipment, personal property and improvements of Edison, and restore the entire Sublease Area to its condition prior to the execution of this Agreement, reasonable wear and tear and damage or destruction by the acts of God beyond the control of Edison excepted; provided however, County may approve in writing, any deviation from this requirement.

10. **ACCESS**

10.01 County hereby grants to Edison and Edison-approved contractors a nonexclusive right to use, at its sole risk, during the term of this Agreement, the access, as described in Section 2.01 (A) (b) of this Agreement, which serve the Sublease Area (collectively, the "**Access**"). Edison and its approved contractors acknowledge and accept the present condition of the Access, and accept that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage resulting from any negligent or non-negligent acts pertaining to the use of the Access to the Sublease Area by Edison or anyone acting on its behalf. Said right to use the Access shall be given only to Edison's approved representatives or contractors. Any County costs resulting from the coordination of emergency and/or weekend or non-business hour's access requests will be paid by Edison. Edison and its approved contractors waive any and all claims against County for compensation, loss or damages caused by the County's inability to coordinate or accommodate such access requests. Edison acknowledges that County cannot guarantee the use of the Access and that County assumes no liability for or arising from any lack of Access or defect in Edison's ability to use the Access.

10.02 Edison acknowledges and agrees that occasions may arise that may require Edison to share in the cost of cleaning up mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. Edison hereby agrees to promptly pay its share of such clean-up or repair costs and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to Edison by County with as little as 30 days' notice. Notwithstanding the foregoing, Edison's financial burden pursuant to this Section 12(b) shall not exceed three thousand dollars (\$3,000) per incidence.

11. **EMERGENCY ACCESS**

Edison agrees to permit the County's authorized agents free access to the Sublease Area at all times for the purpose of inspection and/or for making emergency improvements or repairs to the Sublease Area or to interrupt or terminate Edison's transmission(s) from the Sublease Area should Edison be unable or unwilling to respond to County's request to take immediate remedial action to correct any deficiency which threatens County's operation on the Sublease Area. Edison shall reimburse County, within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency.

12. **INTERFERENCE**

12.01 Edison shall not use the Sublease Area in any way which interferes with the use of the Sublease Area by County or County's agents, invitees or other lessees who may occupy the Sublease Area or the Building of which the Sublease Area is a part. Edison shall be responsible for electromagnetic compatibility of the Edison Facilities with existing and future equipment at the site; provided, however, that the owners of future equipment shall coordinate with Edison to design and configure their equipment so that it is compatible with the existing Facilities. Edison shall conform to Internal Services Department Facilities Standard STD-140 Radio Site Management, including the requirement for submitting radio system installation plans for approval.

12.02 County shall not be liable for any potential or actual electronics conflict. In the event any interference to County Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future systems, such as the Los Angeles Regional Interoperability Communications System (LA-RICS), which is caused by the Edison Facilities or operations, Edison shall be immediately notified of such interference and such Equipment or operations shall be shut down immediately, and Edison hereby authorizes County to cause such shutdown until such interference is eliminated by Edison.

12.03 In the event that Edison must terminate its entire operation at the Sublease Area, Edison may resume operation, under the same terms and conditions of this Agreement, once the interference has been eliminated, as determined by the County in its sole discretion.

13. **UTILITIES**

13.01 Electrical power, including auxiliary power, (excluding telephone and telephone charges), is available to the Sublease Area. Edison waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Sublease Area.

13.02 Edison shall underground, at its expense, all its electrical cables and wires running within the confines of the Sublease Area, as conditions permit and as agreed to by County.

14. **HOLD HARMLESS AND INDEMNIFICATION**

Edison agrees to indemnify, defend, save and hold harmless County and its special districts, agents, officers, and employees ("County's Indemnified Parties") from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with

Edison's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected Edison's operations, equipment and services performed or located on the Sublease Area, including without limitation any services performed on behalf of Edison by any person, contractor or other agent pursuant to this Agreement (collectively, "Claims"); provided, however, that Edison's obligation to indemnify, defend, save and hold harmless shall not extend to Claims arising from the sole negligence or willful misconduct of the County's Indemnified Parties or to Claims arising from the provision of its electric service to the Leased Area. Nothing contained in this Agreement, including within this provision, limits County from pursuing claims for damages against Edison, including but not limited to property damage claims in connection with Edison's operations under this Agreement.

15. **INSURANCE**

Without limiting Edison's obligations to County, Edison shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to the County Risk Manager, shall be delivered to the CEO, Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the County of Los Angeles as an additional insured (except for the Workers' Compensation Insurance). Edison may self-insure the insurance required under this Agreement; however, should Edison elect to self-insure, shall require its contractors and subcontractors, if any, to provide commercial insurance as required in this Section, and any additional insurance required by Edison of its contractor/subcontractor, shall name the County as an additional insured. .

(A) **General Liability.** A program of insurance which shall be primary to and not contributing with any other insurance maintained by County, written on ISO policy form CG 00 01 or its equivalent, and shall name the County as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Sublease Area-operations, products/completed operations, contractual, broad form property damage, and personal injury with a combined single limit of \$2,000,000 per occurrence.

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million

(2) **Automobile Liability insurance** (written on ISO form CA 00 01 or its equivalent) with a limit of liability of \$1 million for each accident, and providing coverage

for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in Edison's business operations.

(B) Workers' Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of Edison and all risks to such persons under the Sublease.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(C) Property Insurance with fire legal liability coverage. A program in an amount of \$50,000 with a loss payee in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

(D) Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office ("CEO"), Real Estate Division, County, prior to the Commencement Date. Such certificates or other evidence shall: (a) specifically identify this Agreement, (b) clearly evidence all coverage required in this Agreement, (c) contain the express condition that County is to be given written notice by mail to County at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

15.01 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

15.02 Failure to Maintain Coverage. Failure by Edison to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Agreement.

15.03 Notification of Incidents, Claims or Suits. Edison shall report to County any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Edison and/or County. Such report shall be made in writing within 72 hours of Edison's knowledge of such occurrence.

15.04 Compensation for County Costs. In the event that Edison fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Edison shall pay full compensation for all reasonable costs incurred by County.

16. **LIABILITY**

County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, resulting from any failure, interruption or disturbance to Edison's Permitted Activities, which arises, in whole or in part, from County-inflicted damage to Edison Facilities. County shall reimburse any expense reasonably incurred by Edison for such damage to the Facilities but the County shall not be liable to Edison for any interruption or termination of operation/business on the Sublease Area.

17. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof or any public letter box, and any such notice and the envelope containing the same, shall be addressed to Edison as follows:

Southern California Edison Company Real Properties 3
Innovation Way, Pomona, CA 91768
Attention: Claudia Vasquez

or such other place in California as may hereinafter be designated in writing by Edison. The notices and the certificate of insurance and envelopes containing the same, to the County shall be addressed as follows:

County of Los Angeles
Chief Executive Office - Real Estate Division
555 W. Fifth Street, 36th Floor
Los Angeles, CA 90013
Attention: Joyce Chang, Senior Manager

18. **COMMUNICATION FACILITY REMOVAL**

Edison shall remove all of its personal property and restore the Sublease Area to its original condition within sixty (60) days of any expiration, termination or cancellation of this Agreement. If Edison does not remove all of its equipment and improvements within sixty (60) days pursuant to Paragraph 9(d), County may, but shall not be required to, remove Edison's equipment at Edison's expense. Edison shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for removal of personal or real property. County shall incur no liability for any damage to Edison's equipment during removal or storage. If Edison does not claim its equipment within thirty- (30) days of the expiration, termination or cancellation of this Agreement such equipment shall become the property of County. County shall remove all of its personal property from

the communication room and tower prior to any such expiration, termination or cancellation of this Agreement, if County does not remove all of its equipment from Edison's owned building and tower, Edison shall remove said personal property at County's expense.

19. **INDEPENDENT STATUS**

This Agreement is by and between County and Edison and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Edison. Edison understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Edison pursuant to this Agreement.

20. **EMPLOYEES**

All references to "Edison" and "County" in this Agreement are deemed to include the employees, agents, assigns or contractors involved in any manner in exercise of the rights herein given to the undersigned.

21. **ASSIGNMENT**

Edison shall not, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Agreement or any interest, right, or privilege therein; or sublet the Sublease Area in whole or in part. In the event Edison shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

22. **DEFAULT**

Edison agrees that if default shall be made in any of the terms or conditions herein contained, County may forthwith revoke and terminate this Agreement.

23. **WAIVER**

23.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping either party from enforcing the full provisions thereof.

23.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

24. **CANCELLATION**

County reserves the right to cancel this Agreement upon giving a one hundred eighty (180) day prior written notice to Edison, without incurring any liability by the County whatsoever, in the event it determines it no longer requires to lease the Sublease Area. County agrees to assign its leasehold interests subject to Ralphs Trust's consent, and sell its interest to County-owned facilities to Edison, based on a fair market value appraisal, if it determines it no longer requires to lease the Sublease Area. Edison agrees to provide County with the first right to purchase its facilities if Edison no longer requires to sublease the Sublease Area, based on a fair market value appraisal and, if necessary, with approval from the California Public Utilities Commission. Upon such cancellation pursuant to this Paragraph 26, County shall repay the prepaid portion of the consideration paid by Edison.

25. **HAZARDOUS MATERIALS**

Edison hereby warrants and represents that it shall comply with all Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Sublease Area and the Building or Site of which the Sublease Area is part. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as it may be amended from time to time.

26. **LOBBYIST**

Edison and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Edison, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Edison or any County lobbyist or County lobbying firm retained by Edison to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

27. **ENFORCEMENT**

The Chief Executive Officer of the County shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

28. **DAMAGE OR DESTRUCTION**

Should the Sublease Area be damaged by fire, incidents of war, earthquake, or other violent action of the elements whereby casualty to the Sublease Area cannot

reasonably be expected to be repaired within forty-five (45) days following same or Edison not to make such repair or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Edison's operations at the Sublease Area for more than forty-five (45) days, then County or Edison may, at any time following such fire or other casualty, provided County has not completed the restoration required to permit Edison to resume its operation at the Sublease Area, terminate this Agreement upon fifteen (15) days prior written notice to the other party. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Edison's use of the Sublease Area is impaired.

29. SOLICITATION OF CONSIDERATION

29.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from Edison with the implication, suggestion or statement that Edison's provision of consideration may secure more favorable treatment for Edison in the award of the Sublease or that Edison's failure to provide such consideration may negatively affect the County's consideration of Edison's submission. Edison shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a lease.

29.02 Edison shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Sublease being terminated.

30. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, sublease or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by Edison herein, or have any other direct or indirect financial interest resulting from this Agreement.

31. AUTHORIZATION WARRANTY/SIGNATURE AUTHENTICITY CLAUSE

Edison represents and warrants that the person executing this Agreement for Edison is an authorized agent who has actual authority to bind Edison to each and every term, condition, and obligation of this Agreement and that all requirements of Edison have been fulfilled to provide such authority.

32. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. Edison agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

33. COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, Edison shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

34.01 Edison hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

34.02 Edison certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

34.03 Edison certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

34.04 If the County finds that any of the above provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

34.05 While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that Edison has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Edison has violated the anti-discrimination provisions of this Agreement.

34.06 In the event Edison violates the antidiscrimination provisions of the Sublease, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35 EDISON'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Edison acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Edison understands that it is the County's policy to encourage Edison to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Edison's place of business. Edison will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The County's Department of Children and Family Services will supply Edison with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

36 EDISON'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

36.01 Edison acknowledges that the County has established a goal of ensuring that all Edison's employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

36.02 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Edison's duty under this Agreement to comply with all applicable provisions of law, Edison warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37 NON EXCLUSIVITY

Nothing herein is intended or shall be construed as creating any exclusive arrangement with Edison. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

38 NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT

Edison shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39 PUBLIC RECORDS ACT

39.01 Any documents submitted by Edison and all information obtained in connection with the County's right to inspect Sublease Area become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not be in any way liable or responsible for the disclosure or any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

39.02 Any documents submitted by Edison and all information obtained in connection with the County's right to inspect Sublease Area become the exclusive property of the County. All such documents become a matter of public record.

39.03 In the event the County is required to defend an action on a Public Records Act request as requested by Edison for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret", "confidential", or "proprietary", Edison agrees to refund and indemnify the County from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Edison's receipt of County's invoice.

40 OTHER TERMS AND CONDITIONS

40.01 Advertising Materials and Signs. Except for warning signs required by law, Edison shall not post signs upon the Sublease Area or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefore is obtained from the CEO.

40.02 Habitation. The Sublease Area shall not be used for human habitation.

40.03 Illegal Activities. Edison shall not knowingly permit any illegal activities to be conducted upon the Sublease Area.

40.04 Maintenance. Edison shall be responsible for maintaining the Sublease Area in good and commercially reasonable condition and repair.

40.05 Non-Interference. Edison shall not use the Sublease Area in any way which interferes with the use of the Land by County, or lessees or Edison's of County, with equipment installed prior in time to Edison's installation of the Communication Facilities; and similarly, County agrees to use best efforts to ensure that its use of the Real Property and the use of the Real Property by its lessees, Edison's, employees, invitees or agents will not in any way interfere with the operation of Edison's then-current Communication Facilities (in each case, "Prohibited Interference").

40.06 Safety. Edison shall immediately correct any unsafe condition on the Sublease Area, as well as any unsafe practices occurring thereon. Edison shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Sublease Area, including a prompt report thereof to the CEO. Edison shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Edison's structures and enclosures. Edison, at its expense, may use any and all appropriate means of restricting public access to the Sublease Area, including, without limitation, the construction of an enclosure as depicted on Exhibits A and B.

40.07 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the Sublease Area and within a distance of fifty (50) feet thereof, and Edison and County shall prevent any accumulation thereof from occurring.

40.08 Security Devices. Edison, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the Sublease Area from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

41 **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Edison hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

42 **EDISON'S STAFF AND EMPLOYMENT PRACTICES**

42.01 Edison shall designate one member of its staff as an Operations Manager with whom the County may deal on a daily basis. Any person selected by Edison as an Operations Manager shall be fully acquainted with Edison's operation, familiar with the terms and the conditions prescribed therefor by this Agreement, and authorized to act in the day to day operation thereof.

42.02 The CEO may at any time give Edison written notice to the effect that the

conduct or action of a designated employee of Edison is, in the reasonable belief of the CEO, detrimental to the interest of the County or the Land. Following CEO's written notice thereof Edison shall, at CEO's discretion: (1) terminate such employee's work assignment or (2) Edison shall meet with representatives of the CEO to consider the appropriate course of action with respect to such matter and Edison shall take reasonable measures under the circumstances to assure the CEO that the conduct and activities of Edison's employee will not be detrimental to the interest of the County and/or the Land.

42.03 Edison shall establish an identification system for each of its personnel assigned to service the Sublease Area that clearly indicates the name of the person. The identification system shall be furnished at Edison's expense and may include appropriate uniform attire and name badges as routinely maintained by Edison.

43 **BANKRUPTCY**

The County and Edison hereby expressly agree and acknowledge that it is the intention of both parties that if during the term of this Agreement Edison shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired Sublease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

44 **SIGNATURE AUTHENTICITY CLAUSE**

Edison hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate Edison to the terms and conditions in this Agreement. Edison shall sign this Agreement before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Edison.

45. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

46. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Edison.

(Signature Page - following this page)

IN WITNESS WHEREOF, Edison has executed this Agreement or caused it to be duly executed and County of Los Angeles, by order of the Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board, the day, month and year first above written.

EDISON:

SOUTHERN CALIFORNIA

EDISON COMPANY, a California corporation

By: 
DocuSigned by:
06625F64195D44A...

Its: Managing Director Project and Program Management

Date: 7/6/2026

COUNTY OF LOS ANGELES

JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer

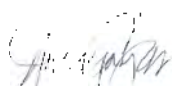
ATTEST:

DEAN C. LOGAN
Registrar Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Amy Cooper, Deputy County Counsel

**CONSENT GIVEN BY RALPHS
TRUST, (Fed No. 77-60-70-796)**

By: _____

Name: _____

Title: _____

Exhibit "A"

Page 1 of 2

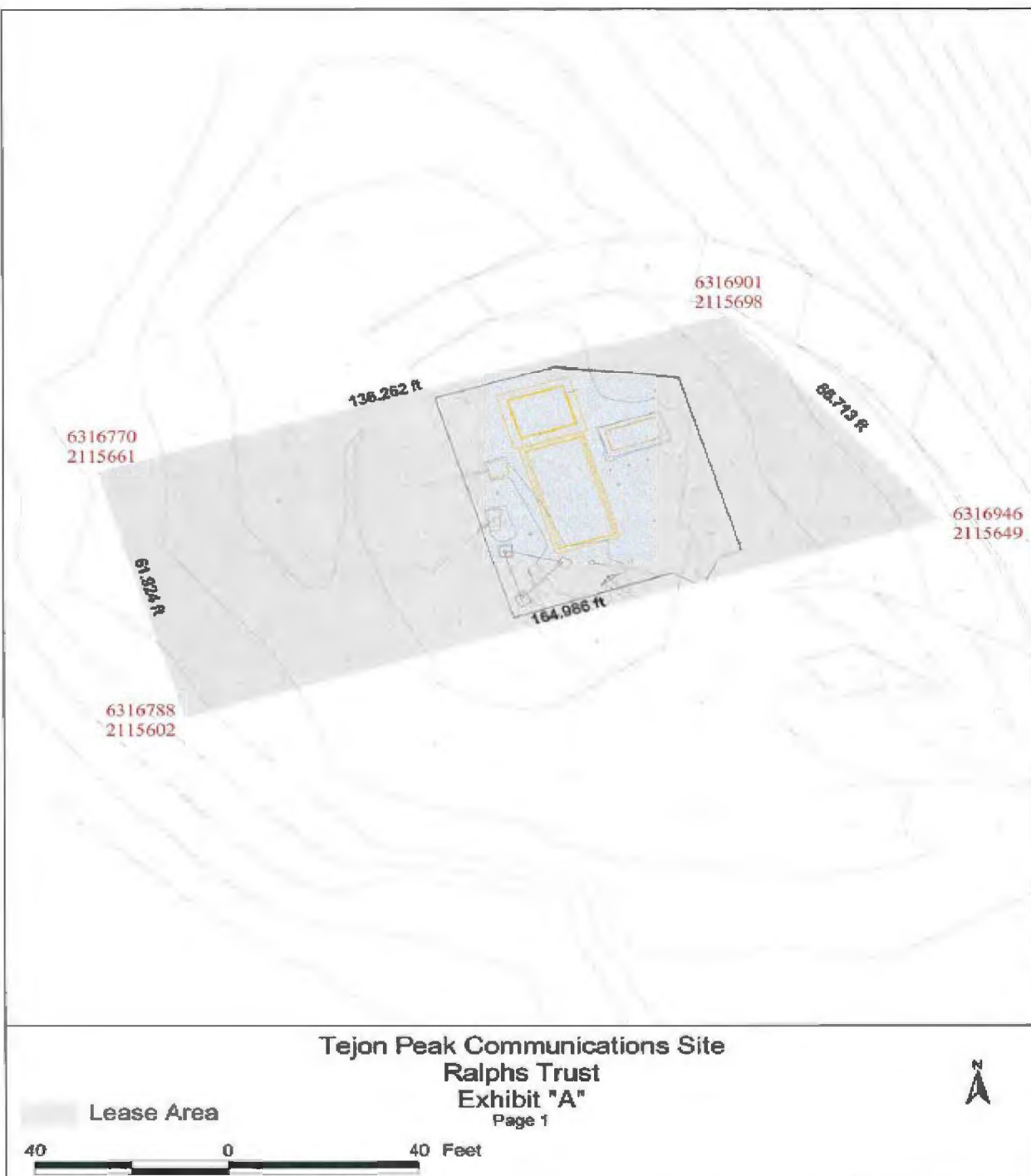


Exhibit "A"
Page 2 of 2



Exhibit A	COUNTY OF LOS ANGELES TEJON PEAK TELECOM SITE APN: 3251-001-017	DATE 08-07-2024
Page 2		COUNTY OF LOS ANGELES NARINE HAKOBYAN (213) 974-5862

Exhibit "B"

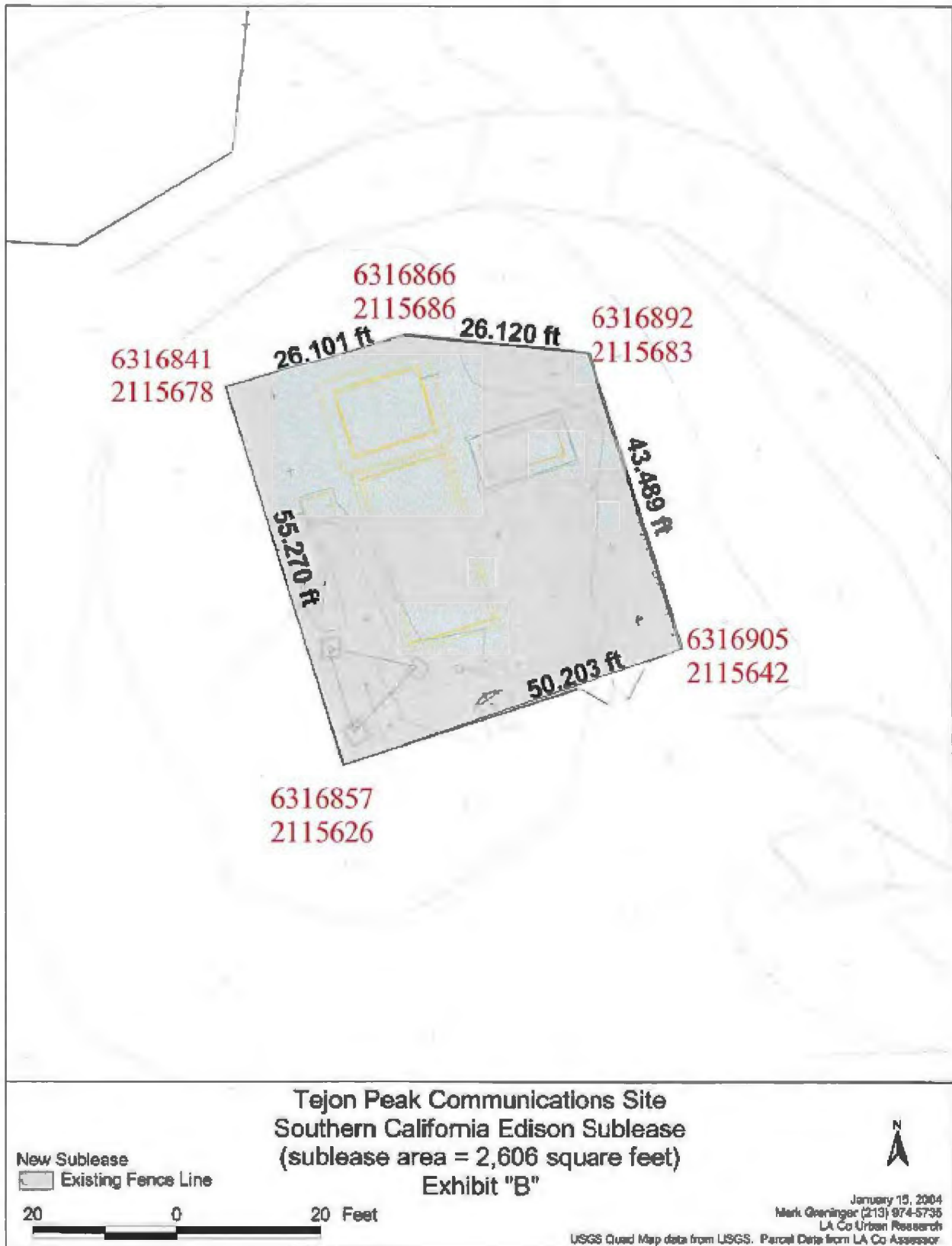
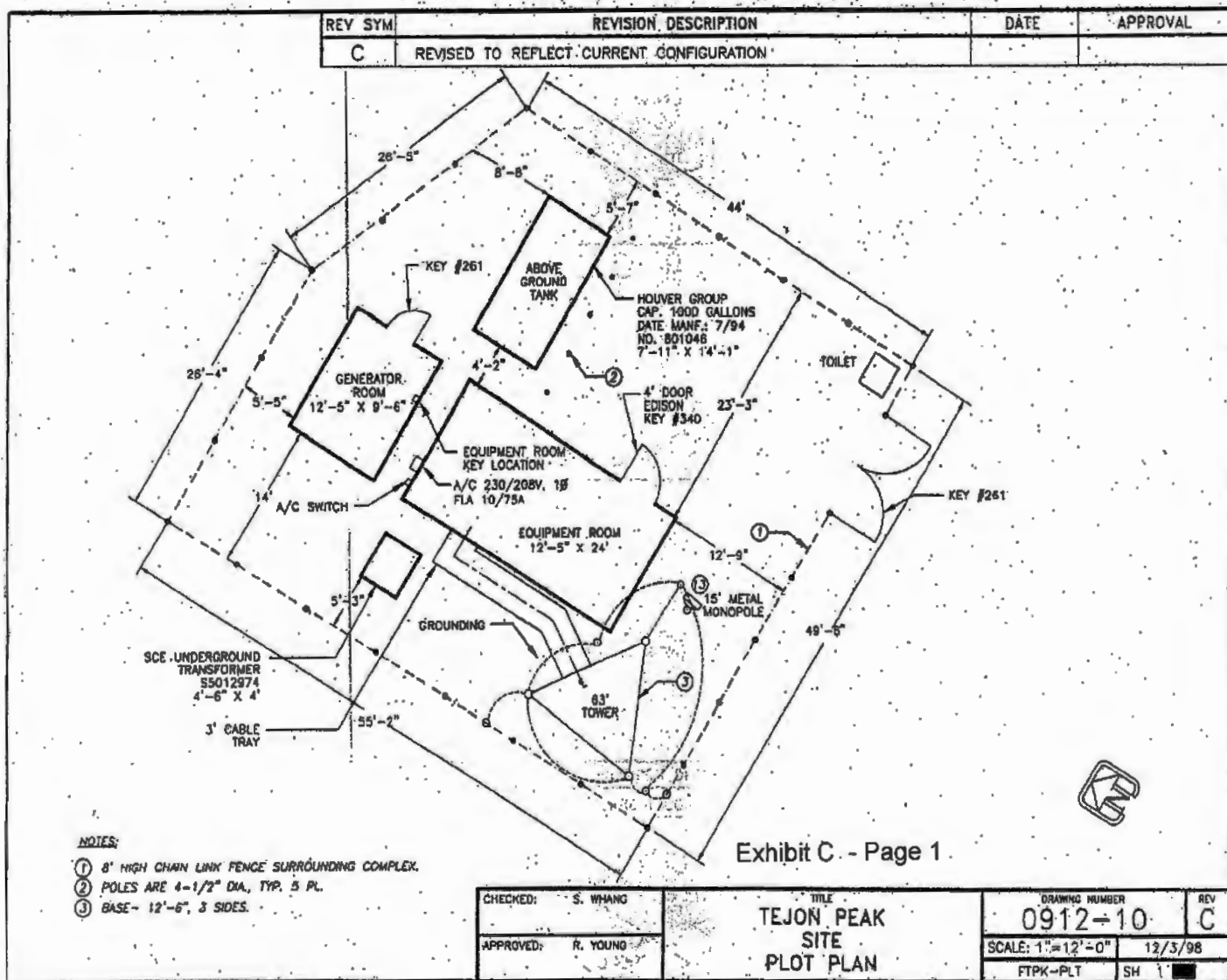


Exhibit "C"

Page 1 of 2



SITE ACCESS AGREEMENT

TEJON PEAK COMMUNICATION SITE

THIS SITE ACCESS AGREEMENT ("Agreement"), is made and entered into in duplicate original this ____ day of _____, 2026,

BY AND BETWEEN	COUNTY OF LOS ANGELES , a body corporate and politic, hereinafter referred to as "COUNTY"
AND	THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY , a Joint Powers Authority, hereinafter referred to as "LA-RICS"

RECITALS:

WHEREAS, COUNTY is a member of Los Angeles Regional Interoperable Communications System Authority, a Joint Powers Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

WHEREAS, COUNTY leased certain real property commonly known as Los Angeles County Tejon Peak Microwave Site ("Tejon Peak") in Gorman, California as described on **Exhibit A** attached hereto ("Real Property"), pursuant to a telecommunication site agreement with Ralphs Trust ("MASTER LESSOR"), as the land owner of Tejon Peak, which is a portion of Los Angeles County Assessor Parcel Number ("APN") 3251-001-017, under County Lease No. 78291, dated November 5, 2014 (the "Master Lease Agreement") and which expired on November 4, 2024 and is currently on holdover; and

WHEREAS, COUNTY has requested from MASTER LESSOR, and MASTER LESSOR has given consent to COUNTY to license the use of a portion of the Real Property to LA-RICS for use as a Land Mobile Radio ("LMR") communication site; and

WHEREAS, COUNTY subleases a portion of the Real Property at Tejon Peak to Southern California Edison Company ("EDISON"), which is co-located on the Real Property and also the owner of the existing on-site 268 square feet communication building, 65 feet microwave tower and access road leading to the Real Property from public access ("Access Road"), under County Lease No. 78296, dated November 5, 2014 (the "Edison Sublease Agreement"), which expired on November 4, 2024 and is currently on holdover; and

WHEREAS, COUNTY has sublicensed a portion of the Real Property to LA-RICS under County Lease No. 78291-SAA which expired on November 4, 2024 and is currently on holdover. LA-RICS has constructed a 374 square feet communications building, a 180 feet high self-supporting communications tower, and a 543 square feet auxiliary roofed and walled enclosure for its emergency generator and fuel storage tank, and associated appurtenances and chain link fencing on the Real Property. LA-RICS has completed initial installation of LA-RICS' LMR System equipment, and has started maintenance and operation of the same; and

WHEREAS, COUNTY has requested from EDISON and EDISON has given consent to COUNTY to allow LA-RICS use of the Access Road to gain access and operate telecommunication facilities on the LMR site at Tejon Peak; and

WHEREAS, the terms and conditions concerning the consent of both the MASTER LESSOR and EDISON have been summarized in the Consent to Site Access Agreement for Tejon Peak, ("Consent Agreement") which involves all three parties' consent: Ralph's Trust, County, and Edison and LA-RICS, and

WHEREAS, the parties hereto acknowledge that: (a) LA-RICS has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, maintain, and perform services with respect to a regional interoperable LMR telecommunications system as a part of LA-RICS; and (b) any of the LA-RICS member agencies may assume LA-RICS' rights and obligations under this Agreement and/or may perform services with respect to LA-RICS; and

WHEREAS, LA-RICS is willing to accept and exercise the rights granted by this Agreement for use of a LMR site located on the Real Property in accordance with the terms and conditions prescribed herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. LMR SITE

1.01 COUNTY hereby licenses to LA-RICS and LA-RICS hereby accepts from COUNTY on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space, private access roads and easements that have been given prior approval for use by either Ralph Trust as the MASTER LESSOR and owner of the Real Property, and EDISON as the owner of the existing 268 square feet communication building, 65 feet tower, and private access road for access and utilities, to install and operate an unmanned LMR communication facility, consisting of the land space shown on **Exhibit A-1** attached hereto and incorporated herein by this reference (the "LMR Site").

1.02 LA-RICS acknowledges its personal inspection of the LMR Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. LA-RICS accepts the LMR Site in its as-is condition with no duty to investigate, and COUNTY makes no warranty, express or implied, as to the suitability of the LMR Site or the

Real Property for LA-RICS' use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS' and/or the LMR Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR Site at LA-RICS' expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS hereby acknowledges the legal right of possession of the COUNTY or its successors, and its sublessee EDISON or EDISON's successors, in the Real Property and covenants and agrees never to assail, contest, or resist said right of possession.

1.05 Ownership of all improvements constructed by LA-RICS upon the LMR Site and all alterations, additions or betterments thereto shall remain with LA-RICS or other agencies as may be provided by any applicable LA-RICS grant requirements. LA-RICS may not remove its communications tower or any of its own improvements to the Real Property at any time without the consent of COUNTY during the term of this Agreement, subject to any applicable requirements under the federal grant that funded the design, construction and installation of the LMR system and associated infrastructure and improvements, and COUNTY hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

1.06 LA-RICS hereby acknowledges that the Real Property is occupied by the County and its sublessee EDISON pursuant to the Master Lease Agreement and Sublease Agreement, respectively. Accordingly, it is understood and recognized that this Agreement constitutes another sublease in addition to the EDISON Sublease, and that this Agreement shall be subject in all respects to the terms of, and the rights of MASTER LESSOR under the Master Lease Agreement, as set forth in the Master Lease Agreement, and the rights of EDISON under its EDISON Sublease Agreement, as set forth in the Sublease Agreement. Except as otherwise expressly provided in this Agreement, the terms and conditions of the Master Lease Agreement and the EDISON Sublease Agreement insofar as they relate to the Real Property or the LMR Site, subject to the terms set forth in this section, are made a part of and incorporated into this Agreement as if recited herein in full. Notwithstanding the foregoing, in the event of conflict between the terms of the Master Lease Agreement, the Edison Sublease Agreement and the terms of this Agreement, as between the County, and LA-RICS only, the terms of this Agreement shall control; provided, however, in the event the observance or performance by either party hereto of the terms of this Agreement may result in a breach of the terms of the Master Lease Agreement or the Edison Sublease Agreement, the subject terms of this Agreement shall be invalid and unenforceable and the corresponding terms of the Master Lease Agreement and the Edison Sublease Agreement shall control.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow LA-RICS to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. LA-RICS (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate LA-RICS' LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on **Exhibit B** (Equipment List) attached hereto and incorporated herein by

this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by LA-RICS, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. The LMR Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 LA-RICS shall ensure that all usage of the LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the authority of either COUNTY, EDISON or MASTER LESSOR, to exercise any right or power concerning the utilization of the Real Property including without limitation the Agreement on the LMR Site; provided, however, that such COUNTY, EDISON or MASTER LESSOR's authority shall not include the exercise of any right or power that would interfere with LA-RICS' use of the LA-RICS Facility.

3. APPROVALS/DESIGN REVIEW

3.01 COUNTY and LA-RICS acknowledge that LA-RICS is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by LA-RICS' Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the COUNTY (i.e., LA-RICS has adopted the County's operating mode). Accordingly, COUNTY and LA-RICS agree that LA-RICS (i) will comply with COUNTY Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the COUNTY, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their cooperation in addressing any concerns raised by the COUNTY is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

3.02 LA-RICS shall be solely responsible for the procurement of all required permits for the use, maintenance, occupancy of the LMR Site and for any construction, work or repair of any portion of the LMR Site and in particular shall secure and maintain all required AQMD permits with copies of such permits. Any change or alteration to such permits provided shall be subject to review and approval prior to submission to the relevant permitting authority. Should ministerial permits be required, COUNTY shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with COUNTY's review, such costs will be waived for LA-RICS. LA-RICS may perform and obtain, at LA-RICS' sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under the LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if LA-RICS's use of the LMR Site will be compatible with LA-RICS' engineering specifications and design and operational requirements. COUNTY shall work

cooperatively and expeditiously with LA-RICS to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. TERM

The term ("Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon (a) the termination of the Master Lease Agreement; (b) written notice of termination by LA-RICS; or (c) written notice of termination by COUNTY pursuant to Section 28 (Default). In no event shall the Term exceed 99 years.

5. CONSIDERATION

The consideration for the use granted herein shall be LA-RICS' compliance with all of the terms and conditions of this Agreement.

6. CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT

COUNTY, EDISON and MASTER LESSOR shall have the opportunity to review and provide input, if any, as to all project plans and specifications for LA-RICS' proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS' initial installation of the LA-RICS Facility on the LMR Site, the final site plan for which is identified in Exhibit C. In addition, COUNTY, EDISON and MASTER LESSOR shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to LA-RICS (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS' option, LA-RICS may choose to have a representative to accompany COUNTY, EDISON and MASTER LESSOR during any such inspection of or access to a LMR Site. LA-RICS shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the COUNTY, EDISON and MASTER LESSOR have reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. COUNTY's, EDISON's and MASTER LESSOR's review and approval of the plans shall not release LA-RICS from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. LA-RICS shall be responsible for notifying COUNTY, EDISON, MASTER LESSOR and all other relevant parties immediately upon discovery of such omissions and/or errors. LA-RICS shall not cause or permit any change of any equipment installed by LA-RICS on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after COUNTY and EDISON has been provided an opportunity to review and approve, such plans and specifications.

7. INSTALLATION

7.01 LA-RICS shall install the LA-RICS Facility at its own expense and risk as approved by COUNTY, EDISON and MASTER LESSOR in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the COUNTY and EDISON in accordance with applicable

FCC rules. LA-RICS and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each FCC-licensed transmitters and receivers of the LA-RICS Facility shall be clearly identified with LA-RICS' and, as applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each applicable component of the LA-RICS Facility in plain view.

7.02 LA-RICS agrees that COUNTY may grant the use of any unused portion of the Real Property to any third party, in addition to EDISON for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS' operations as provided for pursuant to this Agreement. Any third party granted rights by the COUNTY shall be required to comply with all applicable noninterference rules of the FCC and shall not interfere with existing LA-RICS Facility.

7.03 COUNTY reserves the right, at its expense, to install on the Real Property, including without limitation within the LMR Site, its own communications shelter, telecommunications equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "COUNTY Facilities, et al") so long as the installation of said COUNTY Facilities, et al does not interfere with LA-RICS' operations. LA-RICS and COUNTY agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the COUNTY Facilities, et al.

7.04 LA-RICS accepts the LMR Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS' infrastructure, shelter, equipment, and related improvements, LA-RICS may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LMR Site to accommodate LA-RICS' infrastructure, shelter, equipment, and related improvements and as required for LA-RICS' operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS' infrastructure, shelter, equipment, and related improvements on the LMR Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS shall provide COUNTY with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts") in CAD and PDF formats. Upon receipt of the As-Builts by COUNTY, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, COUNTY may cause such As-Builts to be prepared on behalf of LA-RICS and COUNTY shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to COUNTY upon invoice accompanied by supporting documentation of such fee. COUNTY shall be responsible

for completion of and costs associated with As-Builts resulting from any modifications required by COUNTY.

8. ALTERATIONS

8.01 LA-RICS shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as **Exhibits A, B, and C** and/or as permitted elsewhere herein, without providing prior written notice to COUNTY and EDISON, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS shall have the right to: a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the COUNTY and EDISON, and b) perform any alterations or modifications that may be required as a result of FCC rules or regulations, after providing notice to the COUNTY and EDISON. LA-RICS agrees: (i) to submit to the COUNTY and EDISON, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the COUNTY and EDISON covering proposed alterations by LA-RICS, (ii) to discuss with COUNTY and EDISON the COUNTY's and EDISON's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS shall be performed in accordance with the plans provided to COUNTY and EDISON.

8.02 COUNTY agrees that it will approve or deny approval of all complete and accurate plans, specifications and drawings within 10 business days of receipt. COUNTY shall provide LA-RICS with timely notice if the plans, specifications and drawings are incomplete or inadequate for review. Once the plans, specifications and drawings are approved, LA-RICS shall provide COUNTY with a notice of work commencement and an estimated time of completion for the LMR Site.

9. MAINTENANCE

9.01 LA-RICS shall be responsible for maintenance of the portions of the Real Property, occupied by the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS and ready for normal use by the COUNTY and EDISON and other users. Should LA-RICS fail to accomplish this, following 30 days written notice from COUNTY and EDISON, COUNTY and EDISON may perform the work and LA-RICS shall pay the cost thereof upon written demand by COUNTY and EDISON.

9.02 LA-RICS shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by the negligence or willful misconduct of LA-RICS, its employees, agents or business vendors, including without limitation the LMR Vendor. Should LA-RICS' fail to promptly make such repairs after thirty (30) days written notice from COUNTY and EDISON, COUNTY and EDISON may have repairs made and LA-RICS shall pay the cost thereof upon written demand by COUNTY and EDISON.

9.03 The parties hereby acknowledge and expressly incorporate the Memorandum of Understanding ("MOU") for facility maintenance and ancillary services, as amended, between the LA-RICS and the County of Los Angeles Internal Services Department ("ISD") dated November 19, 2025 attached hereto and incorporated herein as **Exhibit D**. In the event that the MOU expires or is otherwise terminated, LA-RICS shall be responsible for reimbursing ISD for LA-RICS' pro-rata share of the operating expenses for the LMR Site, which shall include only the following operating and maintenance expenses: emergency generator, tower light repair, pest control, weed abatement, permit fees and safety inspection. The foregoing operating expenses will be invoiced by ISD (and ISD shall provide concurrently documentation of the invoiced amounts and LA-RICS' pro-rata share) and paid by LA-RICS within sixty (60) days of its receipt of such invoice. Notwithstanding the foregoing or any language to the contrary contained herein, in the event of any inconsistency between the terms of this Agreement and the terms of the MOU, the terms of this Agreement shall control.

10. CONSTRUCTION STANDARDS

Installation and maintenance of LA-RICS' equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS' equipment, including but not limited to the COUNTY of Los Angeles Building Code.

LA-RICS shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS fails to remove such debris from the LMR Site, COUNTY shall provide written notice to LA-RICS and allow LA-RICS ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, COUNTY shall cause such debris to be removed and invoice LA-RICS for the cost of said removal.

11. OTHER OPERATIONAL RESPONSIBILITIES

11.01 As applicable, LA-RICS and its LMR Vendor shall:

(a) Comply with and abide by all applicable rules, regulations and directions of COUNTY.

(b) At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and COUNTY ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by COUNTY and EDISON or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the COUNTY and EDISON, its agents, employees or contractors.

12. RELOCATION

County shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided: the Alternate Site: (i) is substantially similar to LA-RICS' current LMR Site in size, (ii) is compatible with LA-RICS' use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS' system or equipment; County shall pay all costs incurred by LA-RICS for relocation of LA-RICS' equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS' use of the Alternate Site; County shall give LA-RICS at least six (6) months written notice before requiring relocation; and LA-RICS' use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

13. ACCESS TO LMR SITE

13.01 COUNTY and EDISON hereby grants and allows LA-RICS, its member agencies, the LMR Vendor, and other agents the nonexclusive right to use, at its sole risk, during the term of this Agreement, the access which serves the LMR Site ("Access"), but only to the extent County and EDISON has legal authority to grant such Access and has control over the Access. LA-RICS, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. LA-RICS shall provide COUNTY and EDISON with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided at LA-RICS' cost.

13.02 LA-RICS acknowledges that, in the event County lacks legal authority to grant or control over the Access, it must obtain from the applicable owner(s) of the Real Property, a separate grant of access for itself and its member agencies and the LMR Vendor.

13.03 LA-RICS acknowledges and agrees that occasions may arise requiring LA-RICS to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition (as documented pursuant to Section 13.01) after a storm or heavy rainfall. LA-RICS hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and/or any owner(s) of applicable access paths and roads, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS by County and/or any owner(s) of applicable

access paths and roads upon at least thirty (30) days' notice. Notwithstanding the foregoing, LA-RICS' financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident, provided that LA-RICS shall pay the full cost of any damage to the Access caused by LA-RICS, its employees, agents or vendors, including without limitation the LMR Vendor.

14. EMERGENCY ACCESS BY COUNTY

The County and its authorized agents may access the LMR Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS' transmission(s) from the LMR Site should LA-RICS be unable or unwilling to respond to County's request to take immediate action to correct any deficiency which threatens County's operation on the LMR Site, provided that County shall endeavor to provide a 24-hour prior notice to LA-RICS and shall access the LMR Site in the presence, if possible, of an LA-RICS' representative, if provided by LA RICS. Notwithstanding the foregoing, County shall not be required to provide notice to LA-RICS prior to entering the LMR Site due to an emergency; provided, however, that under no circumstance shall the County access LA-RICS' equipment cabinets. County shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS when entering the LMR Site. LA-RICS shall reimburse County within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency that is corrected by County pursuant to this Section.

15. RADIO FREQUENCY EMISSIONS/INTERFERENCE

15.01 No Interference. LA-RICS shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of Tejon Peak by COUNTY or COUNTY's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS shall be responsible for electromagnetic compatibility of LA-RICS' equipment with existing and future equipment at the Real Property following all FCC rules and guidelines related to RF interference set forth in Title 47 of the Code of Federal Regulations. LA-RICS shall conform to national telecommunications and industry best practices.

15.02 Interference with Public Safety Systems. In the event of any interference with COUNTY's Sheriff or Fire Department, Public Works, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS' equipment or operations, LA-RICS shall be immediately notified by COUNTY of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 Interference with Non-Public Safety Systems. In the event LA-RICS' operations or equipment cause interference with non-public safety-related systems of COUNTY, EDISON's or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS and LA-RICS shall promptly meet with COUNTY to cooperatively discuss and reach agreement on how such interference will be resolved. COUNTY agrees that COUNTY and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of

the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS.

15.04 Interference During Emergency. If any measurable interference caused by LA-RICS' equipment with COUNTY's electronic equipment during an emergency incident occurs, LA-RICS will immediately cease operation, transmission or further use of LA-RICS' equipment until such time as the emergency incident or interference has ended but LA-RICS shall be permitted to power up its equipment for intermittent testing with notice.

15.05 Compliance with Law. LA-RICS is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LMR Site. LA-RICS will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS' equipment alone and not in combination with others. Where LA-RICS' equipment, in combination with other, exceed or violates such standards, LA-RICS shall reasonably cooperate with COUNTY and with other relevant parties to mitigate such violations in a timely manner.

16. UTILITIES

LA-RICS shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site. If such installation is not feasible, as determined by COUNTY, LA-RICS acknowledges and agrees that LA-RICS nonetheless shall be responsible for any all costs of utilities used by LA-RICS, which costs will be invoiced by COUNTY and paid by LA-RICS within thirty (30) days of its receipt of such invoice.

17. HOLD HARMLESS AND INDEMNIFICATION

LA-RICS agrees to indemnify, defend, save and hold harmless COUNTY and its Special Districts, agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS' operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS by any person pursuant to this Agreement including without limitation the LMR Vendor.

COUNTY agrees to indemnify, defend, save and hold harmless LA-RICS and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of COUNTY and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of COUNTY's obligations hereunder.

18. INSURANCE

18.01 Without limiting LA-RICS' obligations to COUNTY, LA-RICS shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY's Risk Manager, and evidence of such programs satisfactory to the COUNTY Risk Manager, shall be delivered to the CEO Real Estate Division, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that COUNTY is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the COUNTY as an additional insured (except for the Workers' Compensation Insurance). LA-RICS may self-insure the insurance required under this Agreement, but LA-RICS will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS of its contractor/subcontractor, shall name the COUNTY as an additional insured.

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by COUNTY, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the COUNTY as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad from property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS' business operations.

(b) Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of

California, and which specifically covers all persons providing services on behalf of LA-RICS and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for COUNTY's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the COUNTY and LA-RICS as their interests may appear and be utilized for repair and restoration of the Real Property. Failure to use such insurance proceeds to timely repair and restore the Real Property shall constitute a material breach of the Agreement.

(d) Construction Insurance. If major construction work is performed by LA-RICS during the term of this License (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS or LA-RICS' contractor shall provide the following insurance. COUNTY shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including COUNTY furnished materials and equipment, against loss or damage until completion and acceptance by LA-RICS and the COUNTY if required.
- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming COUNTY as an additional insured, with limits of not less than

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by LA-RICS and the COUNTY if required.

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS' or LA-RICS' contractor use of autos pursuant to this license, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of LA-RICS' contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the COUNTY for injury to LA-RICS or LA-RICS' contractor employees. If LA-RICS' or LA-RICS' contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which LA-RICS is subject. If LA-RICS or LA-RICS' contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

18.03 Failure to Maintain Coverage. Failure by LA-RICS to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this Agreement.

18.04 Notification of Incidents. LA-RICS shall report to COUNTY any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS and/or COUNTY. Such report shall be made in writing within seventy-two (72) hours of LA-RICS' knowledge of such occurrence.

18.05 **Compensation for COUNTY Costs.** In the event that LA-RICS fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, LA-RICS shall pay full compensation for all reasonable costs incurred by COUNTY.

19. FAILURE TO PROCURE INSURANCE

19.01 Failure on the part of LA-RICS to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LA-RICS to COUNTY upon demand.

19.02 Use of the LMR Site shall not commence until LA-RICS has complied with the aforementioned insurance requirements and shall be suspended during any period that LA-RICS fails to maintain said insurance policies in full force and effect.

20. TAXES

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 LA-RICS shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS' use of the LMR Site.

20.03 If LA-RICS fails to pay any lawful taxes or assessments upon the LMR Site which LA-RICS is obligated to pay, LA-RICS will be in default of this Agreement.

20.04 COUNTY reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by COUNTY shall be repaid by LA-RICS to COUNTY upon demand. LA-RICS and COUNTY agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. NOTICES

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail -Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS as follows:

LA-RICS AUTHORITY
2525 Corporate Place, Suite 200
Monterey Park, California 91754
ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS.

The notices and the certificate of insurance and envelopes containing the same to the COUNTY shall be addressed as follows:

COUNTY of Los Angeles
Chief Executive Office – Real Estate Division
555 W Fifth Street, 36th Floor
Los Angeles, California 90013
Attn: Senior Manager, Chief Executive Office Real Estate Division

or such other place as may hereinafter be designated in writing by COUNTY.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. LA-RICS FACILITY REMOVAL

22.01 LA-RICS shall remove all of its LA-RICS Facility and personal and improvements from the LMR Site and the Real Property and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS shall remove from the LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of LA-RICS' property impossible, then LA-RICS shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision. County and LA-RICS' obligation to remove the improvements and restore the premises survives any termination of the Master Lease Agreement or this Site Access Agreement.

22.02 If LA-RICS does not timely remove all of its LA-RICS Facility, personal property and improvements from the LMR Site and the Real Property within the time provided in this section, COUNTY may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS' expense. LA-RICS shall reimburse COUNTY within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. COUNTY shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. INDEPENDENT STATUS

This Agreement is by and between COUNTY and LA-RICS and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between COUNTY and LA-RICS. LA-RICS understands and agrees to bear the

sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS pursuant to this Agreement.

24. AMENDMENT

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of LA-RICS and an authorized agent of COUNTY.

25. ASSIGNMENT

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS without written consent of COUNTY, which consent may not be unreasonably withheld or conditioned. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest or control of LA-RICS or transfer upon partnership or corporate dissolution of LA-RICS shall constitute an assignment hereunder.

25.02 To effect an assignment or transfer pursuant to this Section 25, LA-RICS shall first deliver to the COUNTY:

- (i) A written request for approval; and
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee; and
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the COUNTY.

25.03 COUNTY shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS delivers all such items to the COUNTY. COUNTY's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of LA-RICS under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the COUNTY.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicense shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

26. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS may terminate this Agreement upon written notice to COUNTY if such condemnation may

reasonably be expected to disrupt LA-RICS operations at the LMR Site for more than forty-five (45) days. LA-RICS may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and COUNTY and LA-RICS shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

27. DEFAULT

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS, COUNTY shall provide written notice thereof to LA-RICS. LA-RICS shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. COUNTY may not maintain any action or effect any remedies for default against LA-RICS unless and until LA-RICS has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS fails to cure a default within sixty (60) days or as otherwise provided in this section, COUNTY may: (a) cure the default and invoice LA-RICS for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS, take possession of the LMR Site and remove all LA-RICS' improvements located thereon. In the event of a default hereunder by COUNTY, LA-RICS shall provide written notice thereof to COUNTY. COUNTY shall have sixty (60) days from the date of said notice in which to cure the default, provided that COUNTY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and COUNTY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS may not maintain any action or effect any remedies for default against COUNTY unless and until COUNTY has failed to cure a default within the time periods set forth in this section. In the event that COUNTY fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS may: (a) cure the default and invoice COUNTY for all costs reasonably incurred by LA-RICS in effecting such cure, or (b) terminate this Agreement upon written notice to COUNTY.

28. WAIVER

28.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

28.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

29. HAZARDOUS MATERIALS

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.

30. DAMAGE OR DESTRUCTION

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or COUNTY in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS' operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LMR Site should COUNTY elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS shall be solely responsible for any damage or loss to LA-RICS' equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by COUNTY's or EDISON'S acts or omissions.

31. AUTHORIZATION WARRANTY

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

32. INDEPENDENT CONTRACTOR STATUS

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and LA-RICS. LA-RICS shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the COUNTY.

33. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

34. COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

35. COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

35.01 LA-RICS hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

35.02 LA-RICS certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

35.03 LA-RICS certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

35.04 If the COUNTY finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the COUNTY may terminate, or suspend this Agreement.

35.05 While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that LA-RICS has violated the anti-discrimination provisions of this Agreement.

35.06 In the event LA-RICS violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the COUNTY shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

36. NON EXCLUSIVITY

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS. This Agreement shall not restrict the COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

37. NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

LA-RICS shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

38. PUBLIC RECORDS ACT

38.01 Any documents submitted by LA-RICS or its agents including without limitation the LMR Vendor and all information obtained in connection with the COUNTY's right to inspect the LMR Site or any other rights provided by this Agreement shall become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as

public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

38.02 In the event the COUNTY is required to defend an action on a Public Records Act request as requested by LA-RICS for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential," or "proprietary," LA-RICS agrees to refund and indemnify the COUNTY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS' receipt of COUNTY's invoice.

38.03 Any documents submitted by COUNTY or its agents and all information obtained in connection with LA-RICS' rights provided by this Agreement shall become the exclusive property of LA-RICS. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS shall not be in any way liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

38.04 In the event the LA-RICS is required to defend an action on a Public Records Act request as requested by the COUNTY for any of the aforementioned documents, information, books, records, and/or contents COUNTY agrees to refund and indemnify LA-RICS from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after COUNTY's receipt of LA-RICS' invoice.

39. OTHER TERMS AND CONDITIONS

39.01 **Advertising Materials and Signs.** Except for warning signs required by law, LA-RICS shall not post signs upon the LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the COUNTY.

39.02 **Habitation.** The LMR Site shall not be used for human habitation.

39.03 **Illegal Activities.** LA-RICS shall not knowingly permit any illegal activities to be conducted upon the LMR Site.

39.04 **Safety.** LA-RICS shall immediately correct any unsafe condition on the LMR Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS' use of the LMR Site. LA-RICS shall cooperate fully with COUNTY in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the COUNTY. LA-RICS shall cooperate and comply fully with COUNTY, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS' structures

and enclosures. LA-RICS, at its expense, may use any and all appropriate means of restricting public access to the LMR Site.

39.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS and COUNTY shall prevent any accumulation thereof from occurring.

39.06 Security Devices. LA-RICS, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LMR Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the COUNTY. COUNTY shall be responsible for securing Tejon Peak to the extent deemed necessary by COUNTY in its sole discretion.

40. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

LA-RICS hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

41. LA-RICS' STAFF AND EMPLOYMENT PRACTICES

41.01 LA-RICS shall designate one member of its staff as an Operations Manager with whom COUNTY may deal with on a daily basis. Any person selected by LA-RICS as an Operations Manager shall be fully acquainted with LA-RICS' operation, familiar with the terms and the conditions prescribed therefore by this Agreement and authorized to act in the day-to-day operation thereof.

41.02 LA-RICS shall establish an identification system for each of its personnel assigned to service the LMR Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS' expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS.

42. BANKRUPTCY

The COUNTY and LA-RICS hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

43. SUCCESSORS AND ASSIGNS

Subject to any provision hereof restricting assignment or subletting by LA-RICS, this Agreement shall bind the parties, their personal representatives, successors and assigns.

44. SEVERABILITY

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

45. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

46. ENTIRE AGREEMENT

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both COUNTY and LA-RICS.

47. LOBBYIST

LA-RICS and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by LA-RICS, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of LA-RICS or any COUNTY lobbyist or COUNTY lobbying firm retained by LA-RICS to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which COUNTY may immediately terminate or suspend this Agreement.

48. ENFORCEMENT

The COUNTY's Chief Executive Officer shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers, employees, or committees of COUNTY having duties in connection with the administration thereof.

49. SOLICITATION OF CONSIDERATION

49.01 It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a licensee with the implication, suggestion or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the COUNTY's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

49.02 LA-RICS shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.

50. ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

LA-RICS acknowledges that the COUNTY of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby Law. LA-RICS understands that it is the COUNTY's policy to encourage LA-RICS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at LA-RICS' place of business. LA-RICS will also encourage its contractors and subcontractors, if any, to post this poster in a prominent position in the contractor's or subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply LA-RICS with the poster to be used. As of the inception of this Agreement, information on how to receive the poster can be found on the Internet at www.babysafela.org.

51. WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

51.01 LA-RICS acknowledges that the COUNTY has established a goal of ensuring that all LA-RICS' employees are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

51.02 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting LA-RICS' duty under this Agreement to comply with all applicable provisions of law, LA-RICS warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

52. RECYCLED BOND PAPER

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, LA-RICS agrees to use recycled-content paper to the maximum extent possible on this Agreement and all documents related thereto.

53. MASTER LESSOR CONSENT

MASTER LESSOR hereby consents ("Consent") to this Agreement; provided however, notwithstanding anything contained in this Agreement to the contrary, this Consent is granted by MASTER LESSOR only upon the terms and conditions set forth in this Section 53, and nothing

contained in this Section 53 or elsewhere in this Agreement shall be deemed to amend or modify the Master Lease Agreement in any respect whatsoever. MASTER LESSOR shall be deemed to be a third-party beneficiary of this Agreement, and shall have all benefits, rights, privileges, claims, actions or remedies thereunder and with the right to enforce the same against any person or entity. This Agreement is, in all respects, subject and subordinate to the Master Lease Agreement, as the same may hereafter be amended from time to time. Furthermore, with respect to COUNTY's and LA-RICS' rights and obligations, in the case of any conflict between the provisions of this Consent or the Master Lease Agreement, the provisions of this Consent, shall prevail. By their execution hereof, COUNTY, LA-RICS, and MASTER LESSOR agree to all of the terms, conditions and provisions in this Section 53 and this Consent. Any capitalized term not otherwise defined in this Section 53 shall have the same meaning given such term in the Master Lease Agreement, as applicable. As such, notwithstanding anything to the contrary elsewhere in this Agreement:

53.01 All plans and specifications for all proposed alterations of equipment or any improvements for Tejon Peak by LA-RICS hereunder shall be subject to review and approval by MASTER LESSOR, and each alteration, installation, repair and replacement shall be completed, in accordance and compliance with the same terms and conditions as set forth in the Master Lease Agreement as if the same were being done by COUNTY thereunder. MASTER LESSOR agrees that it will approve or deny approval of all complete and accurate plans, specifications and drawings within 10 business days of receipt, and shall provide LA-RICS with timely notice if the plans, specifications and drawings are incomplete or inadequate for review. The foregoing, however, it is understood and agreed that LA-RICS shall have the right to take the following actions without requiring MASTER LESSOR's prior written consent: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements at the LMR Site, and (b) perform any alterations or modifications that may be required as a result of FCC rules or regulations, at the LMR Site, which do not impose any cost, expense, or liability to the MASTER LESSOR, unless this cost, expense or liability has arisen from damage caused by MASTER LESSOR. All repairs, replacements, renovations, alterations, additions or improvements shall be completed in a timely manner, lien free and in compliance with all applicable laws, rules and regulations; and further provided, however, that LA-RICS shall first give MASTER LESSOR sufficient prior written notice prior to the commencement of the same (other than in case of emergency) to permit MASTER LESSOR to file appropriate notices of non-responsibility as may be applicable or appropriate. All such repairs, replacements, renovations, alterations, additions or improvements shall not unreasonably effect, impact or otherwise interrupt LA-RICS', COUNTY'S or MASTER LESSOR'S use, operations or business at Tejon Peak. Any consent, concurrence or approval to be given or required by LA-RICS pursuant to this Agreement shall not be unreasonably withheld, conditioned or delayed.

53.02 MASTER LESSOR or MASTER LESSOR's authorized agents shall have reasonable access to the LMR Site and all improvements thereon during the term of this Agreement, or any extension or hold-over period thereof, provided that MASTER LESSOR provides a minimum of 24 hours advance written notice to COUNTY and LA-RICS for any entry onto the LMR Site (except in the case of emergency or where and when in MASTER LESSOR's reasonable judgement danger or potential danger of harm exists to persons or property). At LA-RICS' option, LA-RICS may choose to have a representative to accompany MASTER LESSOR during any such access to the LMR Site.

53.03 LA-RICS hereby acknowledges and agrees that its sole remedy for any alleged or actual breach of its rights in connection with this Agreement shall be solely against COUNTY and MASTER LESSOR shall have no obligation or liability to LA-RICS therefore or arising here from.

53.04 All insurance to be kept and maintained by LA-RICS (or any of its contractors, subcontractors, vendors, subtenants or licensees) under or pursuant to this Agreement, shall name MASTER LESSOR as additional insured thereunder. The insurance to be carried by LA-RICS shall be in addition to and separate from the insurance carried by COUNTY under the Master Lease Agreement. A duplicate original insurance policy or appropriate certificate evidencing all of the aforesaid insurance coverage (and each renewal and replacement thereto) shall be delivered to MASTER LESSOR upon LA-RICS' execution of this Agreement.

53.05 Neither this Agreement nor this Consent shall release or discharge COUNTY from any liability, whether past, present or future, under the Master Lease Agreement or alter the primary liability of COUNTY to perform and comply with all of the obligations of COUNTY to be performed under the Master Lease Agreement. COUNTY and LA-RICS agree that they shall not amend, modify or terminate this Agreement at any time without the prior written consent of MASTER LESSOR, which such consent shall not be unreasonably withheld.

53.06 This Agreement, and LA-RICS' rights to use or occupy any portion of Tejon Peak and the LMR Site, shall automatically terminate upon any termination or expiration of the Master Lease Agreement for any reason whatsoever (except with respect to any obligation of LA-RICS which expressly under this Agreement or this Consent survives any termination or expiration of this Agreement).

53.07 LA-RICS' access, occupancy and use to and of Tejon Peak is personal to LA-RICS and shall not be assignable to any person or entity without MASTER LESSOR's prior written consent, which shall not be unreasonably withheld.

53.08 LA-RICS shall at its expense defend, indemnify, and hold MASTER LESSOR and MASTER LESSOR's trustees, beneficiaries, agents, contractors, licensees, guests and invitees harmless from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the term of this Agreement as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on LA-RICS' part to be performed under the terms of this Agreement or this Consent, (ii) LA-RICS' use and occupancy of Tejon Peak and the LMR Site, the conduct of LA-RICS' business or any activity, work or things done, permitted or suffered by LA-RICS of any of its employees, agents, customers, visitors, invitees, licensees, contractors, assignees (individually an "LA-RICS Party" and collectively "LA-RICS Parties") in or about Tejon Peak and the LMR Site, (iii) the negligence or willful misconduct of LA-RICS or any LA-RICS Party, and (iv) bodily injury, death, personal injury, or property damage resulting from LA-RICS' activities under this Agreement and this Consent, except for claims caused by MASTER LESSOR's gross negligence or intentional willful misconduct. Such undertaking of indemnity shall survive the termination of this Agreement or this Consent for any reason.

53.09 No provision of this Agreement, this Consent or subsequent conduct of the parties shall be construed as making MASTER LESSOR an agent, principal, partner or joint venturer with LA-RICS, COUNTY or any other party, or as making MASTER LESSOR responsible for the payment or reimbursement of any costs incurred by LA-RICS, COUNTY or any other party.

53.10 All notices or other communications required or permitted under this Agreement to MASTER LESSOR shall be in writing and shall be delivered or sent in the same manner as required or permitted by, and shall be subject to, Section 16 of the Master Lease Agreement.

53.11 LA-RICS hereby acknowledges that it has read and has knowledge of all of the terms, conditions, and provisions of the Master Lease Agreement applicable to this Agreement by which it is bound under this Agreement and this Consent, and agrees to be bound thereby. Any LA-RICS breach of this Agreement shall also constitute a breach of this Consent.

54. EDISON CONSENT

EDISON hereby consents ("Consent") to this Agreement; provided however, notwithstanding anything contained in this Agreement to the contrary, this Consent is granted by EDISON only upon the terms and conditions set forth in this Section 54, and nothing contained in this Section 54 or elsewhere in this Agreement shall be deemed to amend or modify the Master Lease Agreement in any respect whatsoever. EDISON shall be deemed to be a third-party beneficiary of this Agreement, and shall have all benefits, rights, privileges, claims, actions or remedies thereunder and with the right to enforce the same against any person or entity. This Agreement is, in all respects, subject and subordinate to the Master Lease Agreement with MASTER LESSOR and Sublease Agreement with EDISON, as the same may hereafter be amended from time to time. Furthermore, with respect to COUNTY's and LA-RICS' rights and obligations, in the case of any conflict between the provisions of this Consent or the Master Lease Agreement the provisions of this Consent, shall prevail. By their execution hereof, COUNTY, LA-RICS, and EDISON agree to all of the terms, conditions and provisions in this Section 54 and this Consent. Any capitalized term not otherwise defined in this Section 54 shall have the same meaning given such term in the Edison Sublease Agreement, as applicable. As such, notwithstanding anything to the contrary elsewhere in this Agreement:

54.01 All plans and specifications for all proposed alterations of equipment or any renovation and improvements for Tejon Peak by LA-RICS hereunder shall be subject to review and approval by EDISON, and each alteration, installation, repair and replacement shall be completed, in accordance and compliance with the same terms and conditions as set forth in the Edison Sublease Agreement as if the same were being done by COUNTY thereunder. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS shall have the right to take the following actions without requiring EDISON's prior written consent: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements at the LMR Site, and (b) perform any alterations or modifications that may be required as a result of FCC rules or regulations, at the LMR Site, which do not impose any cost, expense, or liability to the EDISON, unless this cost, expense or liability has arisen from damage caused by EDISON. All repairs, replacements, renovations, alterations, additions or improvements shall be completed in a timely manner, lien free and in compliance with all applicable laws, rules and regulations; and further provided, however, that LA-RICS shall first

give EDISON sufficient prior written notice prior to the commencement of the same (other than in case of emergency) to permit EDISON to file appropriate notices of non-responsibility as may be applicable or appropriate. All such repairs, replacements, renovations, alterations, additions or improvements shall not unreasonably effect, impact or otherwise interrupt LA-RICS', COUNTY'S or EDISON'S use, operations or business on the LMR Site.

54.02 LA-RICS' use of the Access Road and the Roadways shall be on the same terms and conditions as COUNTY's use thereof as set forth in the Master Lease Agreement ; provided, however, that LA-RICS shall pay for any vehicle permit required by LA-RICS or any agent, contractor or vendor of LA-RICS.

54.03 Any consent, concurrence or approval to be given or required by LA-RICS pursuant to this Agreement shall not be unreasonably withheld, conditioned or delayed.

54.04 EDISON or EDISON's authorized agents shall have reasonable access to the LMR Site inside Tejon Peak and all improvements thereon during the term of this Agreement, or any extension or hold-over period thereof, provided that EDISON provides a minimum of 24 hours advance written notice to COUNTY and LA-RICS for any entry onto the LMR Site (except in the case of emergency or where and when in EDISON's reasonable judgement danger or potential danger of harm exists to persons or property). At LA-RICS' option, LA-RICS may choose to have a representative to accompany EDISON during any such access to the LMR Site.

54.05 LA-RICS hereby acknowledges and agrees that its sole remedy for any alleged or actual breach of its rights in connection with this Agreement shall be solely against COUNTY and EDISON shall have no obligation or liability to LA-RICS therefore or arising here from.

54.06 EDISON agrees to indemnify, defend and save harmless LA-RICS, its agents, officers and employees from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death; personal injury, or property damage arising from or connected with EDISON's ownership of its facility. Except EDISON shall not be liable for any loss or damage to person or property or resulting from the loss of use thereof, sustained by LA-RICS, or other persons claiming by, through or under LA-RICS, that may be caused by the condition or disrepair of Tejon Peak, the LMR Site, or any appurtenances thereto beyond the EDISON's control. Further, EDISON shall not be liable to LA-RICS for any third-party criminal acts.

54.07 All insurance to be kept and maintained by LA-RICS (or any of its contractors, subcontractors, vendors, subtenants or licensees) under or pursuant to this Agreement, shall name EDISON as additional insured thereunder. The insurance to be carried by LA-RICS shall be in addition to and separate from the insurance carried by COUNTY under the Edison Sublease Agreement. A duplicate original insurance policy or appropriate certificate evidencing all of the aforesaid insurance coverage (and each renewal and replacement thereto) shall be delivered to EDISON upon LA-RICS' execution of this Agreement.

54.08 Neither this Agreement nor this Consent shall release or discharge COUNTY from any liability, whether past, present or future, under the Edison Sublease Agreement or alter the primary liability of COUNTY to perform and comply with all of the obligations of COUNTY to

be performed under the Edison Sublease Agreement. COUNTY and LA-RICS agree that they shall not amend, modify or terminate this Agreement at any time without the prior written consent of EDISON, which such consent shall not be unreasonably withheld.

54.09 LA-RICS' access, occupancy and use to and of Tejon Peak is personal to LA-RICS and shall not be assignable to any person or entity without EDISON's prior written consent, which shall not be unreasonably withheld.

54.10 LA-RICS shall at its expense defend, indemnify, and hold EDISON and EDISON's trustees, beneficiaries, agents, contractors, licensees, guests and invitees harmless from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the term of this Agreement as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on LA-RICS' part to be performed under the terms of this Agreement or this Consent, (ii) LA-RICS' use and occupancy of Tejon Peak and the LMR Site, the conduct of LA-RICS' business or any activity, work or things done, permitted or suffered by LA-RICS of any of its employees, agents, customers, visitors, invitees, licensees, contractors, assignees (individually an "LA-RICS Party" and collectively "LA-RICS Parties") in or about Tejon Peak and the LMR Site, (iii) the negligence or willful misconduct of LA-RICS or any LA-RICS Party, and (iv) bodily injury, death, personal injury, or property damage resulting from LA-RICS' activities under this Agreement and this Consent, except for claims caused by EDISON's gross negligence or intentional willful misconduct. Such undertaking of indemnity shall survive the termination of this Agreement or this Consent for any reason.

54.11 No provision of this Agreement, this Consent or subsequent conduct of the parties shall be construed as making EDISON an agent, principal, partner or joint venturer with LA-RICS, COUNTY or any other party, or as making EDISON responsible for the payment or reimbursement of any costs incurred by LA-RICS, COUNTY or any other party.

54.12 All notices or other communications required or permitted under this Agreement to EDISON shall be in writing and shall be delivered or sent in the same manner as required or permitted by, and shall be subject to, Section 17 of the Edison Sublease Agreement.

54.13 LA-RICS hereby acknowledges that it has read and has knowledge of all of the terms, conditions, and provisions of the EDISON's Consent to the Edison Sublease Agreement applicable to this Agreement by which it is bound under this Agreement and this Consent, and agrees to be bound thereby. Any LA-RICS breach of this Agreement shall also constitute a breach of this Consent.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, LA-RICS has executed this Agreement or caused it to be duly executed and COUNTY has caused this Agreement to be executed on the day, month and year first above written.

**THE LOS ANGELES REGIONAL
INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY (LA-RICS):**

A California Joint Powers Authority

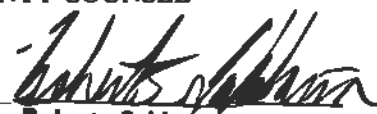
By: 
Scott Edson
Executive Director

COUNTY OF LOS ANGELES:

JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

**APPROVED AS TO FORM:
DAWYN R. HARRISON
COUNTY COUNSEL**

By: 
Roberto Saldaña
Senior Deputy County Counsel

**APPROVED AS TO FORM:
DAWYN R. HARRISON
COUNTY COUNSEL**

By: _____
Amy Cooper
Senior Deputy County Counsel

**CONSENT GIVEN BY SOUTHERN
CALIFORNIA EDISON COMPANY,
A California corporation**

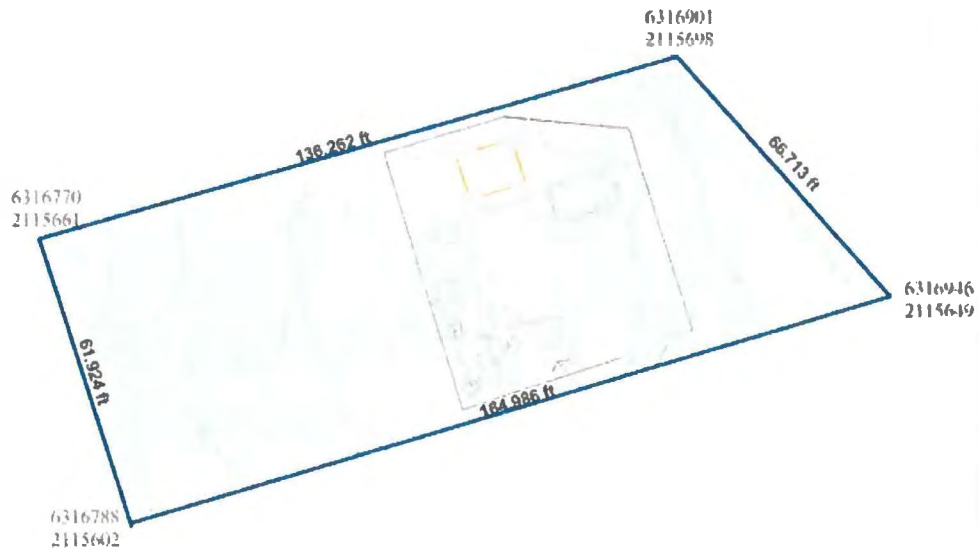
By: _____
Name: _____
Title: _____

**CONSENT GIVEN BY RALPHS TRUST,
(Fed No.77-60-70-796), comprised of the
following six (6) Lessors**

By: _____
Name: _____
Title: _____

EXHIBIT A

REAL PROPERTY



Tejon Peak Communications Site
Ralphs Trust
Exhibit "A"
Page 1

Lease Area 



LMR SITE

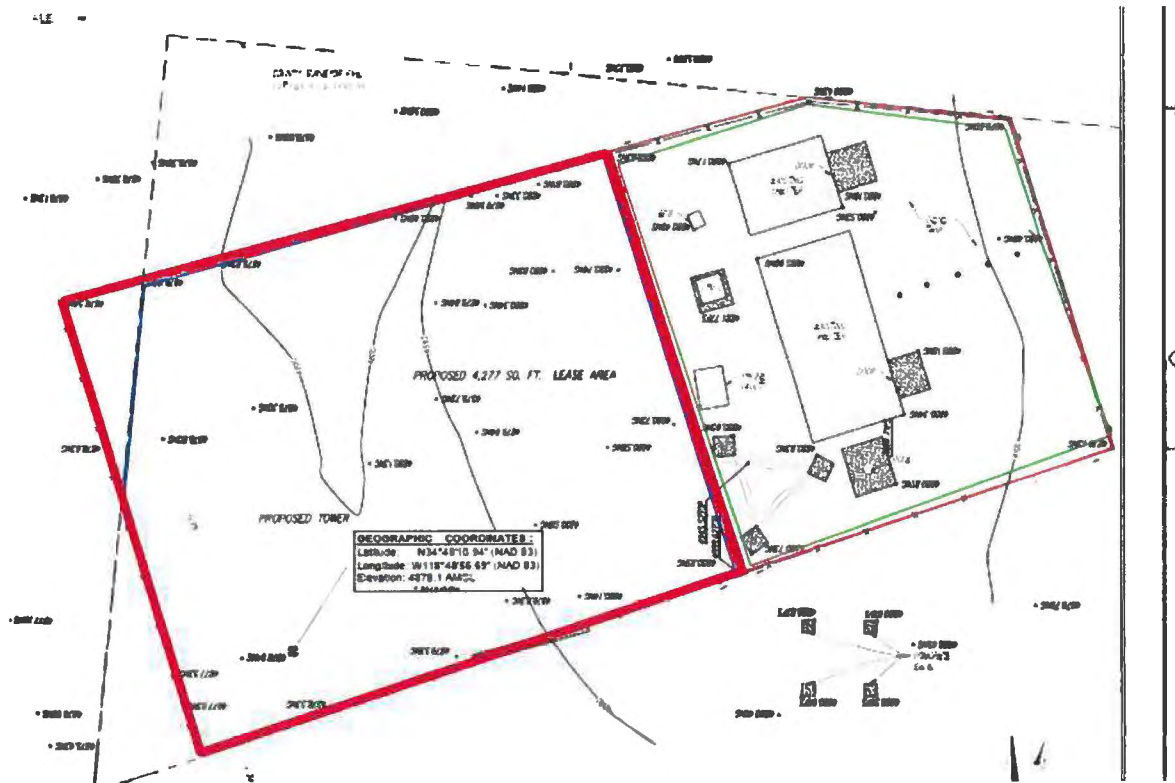


EXHIBIT B
EQUIPMENT LIST

LMR SITE ACCESS AGREEMENT

TEJON PEAK
LA-RICS EQUIPMENT LIST

New Pre-fabricated 384 sq. ft. Equipment Shelter (12'x32')

New LMR Indoor Telecom Relay Racks or Cabinets (14) & Battery Racks (3)

New Generator and Fuel Tank inside 550 sq. ft. covered CMU wall enclosure

New GPS Antennas (6) mounted to Shelter

New Antennas on New 180 feet tall self-supporting Tower

Page 1 of 4

Assessor's Parcel No.
121-37-01Lease Area
13,300[illegible]

Bench Mark

Date of Survey
4-18-11

5448 J. Neurosci., September 24, 2008 • 28(39):5442–5451

17.4 100%



GRAPHIC SCALE
10 0 5
FEET

		8243
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SITE RECORD
 DOCUMENT
 337413U GOR

CAL VADA
SUNSHINE, INC.
691 Antioch Ct., Suite 200, Carle, CA 95006
Phone: 925-330-0200 Fax: 925-330-0795
www.calvada.com Toll Free: 800-CALVADA

TOPOGRAPHIC
SURVEY
C1

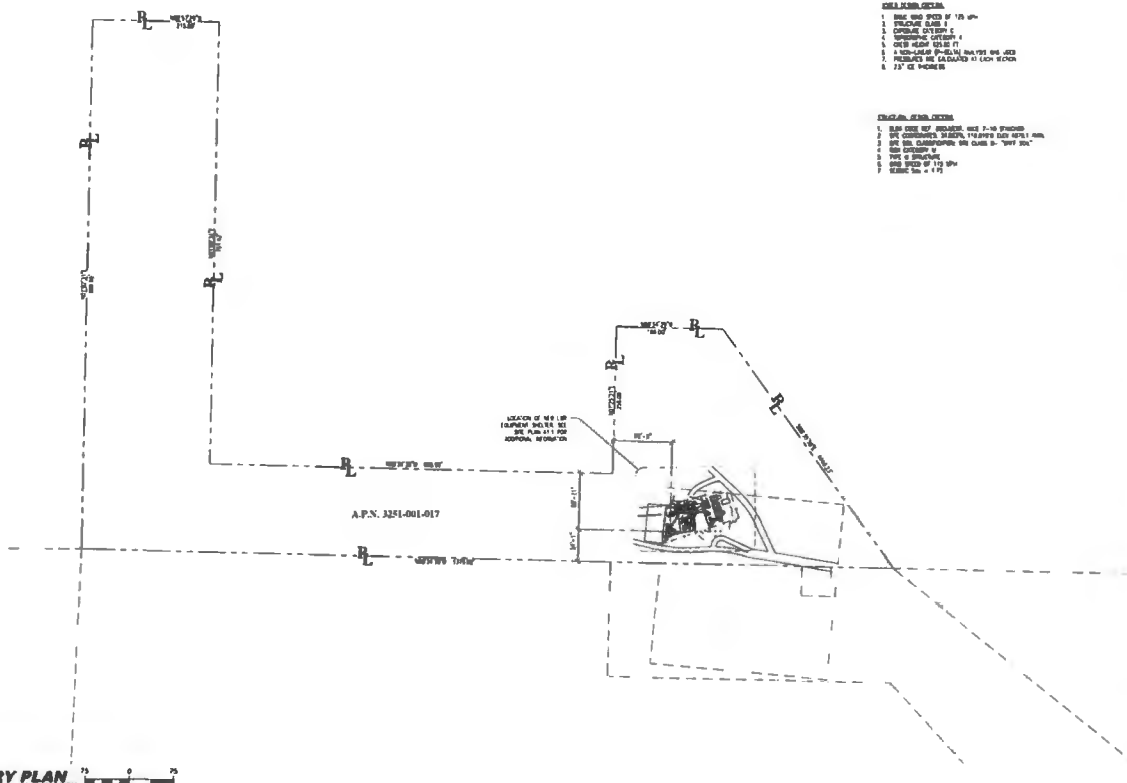
LMR-TPK-C1	10
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EXHIBIT C: SITE PLAN
Page 2 of 4

- GENERAL NOTES:**
1. ALL-POSSIBLE JOINTS SHALL BE ATTACHED TO ANY EXISTING, EXISTING, STRUCTURE INCLUDING THE TOP SURFACE AND OF THE EXISTING STRUCTURE FOR RECORDING ON RECORD OF LAND USES.
 2. ALL-POSSIBLE JOINTS SHALL BE EXISTING, EXISTING, AND REMOVED AS NOTED.
 3. EXISTING FOUNDATION SHALL BE EXISTING.

- CELL FOUNDATION:**
1. BASE AND SPACER OF 1/2" SP.
 2. PRELIMINARY BASE.
 3. COMPLETE EXISTING.
 4. EXISTING EXISTING.
 5. OVER-ALLS SHALL BE.
 6. A NON-ADHESIVE (NON-ADHESIVE) SHALL BE USED.
 7. PRELIMINARY AND CALCULATED AT EACH JOINT.
 8. AT THE JOINTS.

- CELL FOUNDATION:**
1. BASE AND SPACER OF 1/2" SP.
 2. PRELIMINARY BASE.
 3. COMPLETE EXISTING.
 4. EXISTING EXISTING.
 5. OVER-ALLS SHALL BE.
 6. A NON-ADHESIVE (NON-ADHESIVE) SHALL BE USED.
 7. PRELIMINARY AND CALCULATED AT EACH JOINT.
 8. AT THE JOINTS.





LA-RICS
Los Angeles Regional Inter-agency Council of Realtors



MOTOROLA
SOLUTIONS

SITE RECORD
DOCUMENT
TEJON PEAK
37413U GORMAN POST RD., LEBEC, CA 93243

REVISIONS

NO.	DATE	DESCRIPTION
01	09-05-17	BP SUBMITTAL
02	01-21-19	RECORD DRAWINGS
03	03-21-22	RECORD DRAWINGS



BOUNDARY PLAN
A1

LMR-TPK-A1 10