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**Chief
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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 29, 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:

**APPROVE AND AUTHORIZE EXECUTION OF COMMUNICATION USE LEASE
BUREAU OF LAND MANAGEMENT
SERIAL NO. CACA106006233
(FIFTH DISTRICT) (3-VOTES)**

SUBJECT

Approval of a proposed 30-year Communication Use Lease (Lease) with the United States Department of the Interior, Bureau of Land Management (BLM), to allow the County of Los Angeles (County) to continue occupancy and operation of an existing communication facility at the BLM-administered land identified as Serial No. CACA106006233.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the proposed Lease (Enclosure) is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this letter and the record of the proposed activities.
2. Approve and authorize the Chief Executive Officer, or his designee, to execute the proposed Lease with BLM, for the continued operation of an existing County communication facility located on BLM-administered land identified as Serial No. CACA106006233 for a term of 30 years.
3. Authorize and direct the Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate the proposed Lease and to take actions necessary and appropriate to implement the proposed Lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Executive Officer, or his designee on behalf of the County to execute the proposed Lease with BLM for the continued use and operation of an existing microwave and two-way radio communications facility, which includes a 60-foot galvanized steel lattice tower, 23-foot by 11-foot prefabricated shelter, and an access road approximately 40 foot wide and 2,600 foot long, located on federally administered land with Serial No. CACA106006233 and described as follows: San Bernardino Meridian, California Township 7 North, Range 9 West, Section 15, N1/2NW1/4.

On October 18, 1994, the County's Board of Supervisors (Board) adopted the Right of Way (ROW) grant permitting the County to use the facility for a term of 30-years on a gratis basis. The grant also authorized the County to construct and maintain a shelter for communications equipment and related facilities at the site. The existing ROW has been operated and managed by the Internal Services Department (ISD) to provide effective and reliable public safety communications coverage throughout the Antelope Valley region. The facility supports communications systems used by the Sheriff's Department, Fire Department, Paramedic services, and the Visible-Light Ad Hoc system. The existing ROW expired upon the conclusion of its 30-year term in 2024; however, the County has continued to operate and maintain the site without interruption in order to ensure the continued delivery of essential public safety communications services to the Antelope Valley region. The existing ROW grant is being updated to conform with the requirements of the Federal Land Policy and Management Act of 1976 and applicable federal regulations governing communication use leases. Rather than a ROW grant, BLM requests the County enter into the proposed Lease for continued use of this communication facility.

The recommended actions would authorize the County to enter into the new proposed Lease for continued operation and maintenance of the communication facility for a period of 30 years.

Because the County is a local government entity and the facility serves governmental purposes benefiting the general public, BLM has waived cost recovery monitoring fees, which would normally be required under the Lease, pursuant to Title 43 Code of Federal Regulations Section 2804.16.

In addition, the Lease is exempt from rental payments, pursuant to Title 43 Code of Federal Regulations Section 2806.14, because the County is a local government entity and the right-of-way area is not being used for commercial purposes.

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 support the County Strategic Plan by ensuring the continued operation of governmental communication infrastructure necessary to support County operations and public services.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund associated with the recommended actions. Because the County is a local government, the BLM has agreed to waive both cost recovery monitoring fees and annual rent.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed proposed Lease includes the following terms:

- The proposed Lease will be provided on a gratis basis;
- The proposed Lease will be effective upon execution by BLM and terminate on December 31, 2056; and
- The County's ISD is responsible for operation and maintenance of the County communication facility.

County Counsel has reviewed and approved the proposed Lease as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are exempt from CEQA because the actions involve the continuation of an existing governmental use and do not constitute a project that may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the County to continue operating the existing communications facility without interruption of service.

Respectfully submitted,



Joseph M. Nicchitta
Chief Executive Officer

JMN:JG:JTC
JLC:MGR:NH:ja

Enclosures

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



United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Ridgecrest Field Office
300 S. Richmond Rd.
Ridgecrest, CA 93555
www.blm.gov/california



February 11, 2026

IN REPLY REFER TO:
2800(P)
(LLCAD05000-57)
CACA106006233

County of Los Angeles
Chief Executive Office
Real Estate Division
Attn: Narine Hakobyan
320 W. Temple Street, 7th Floor
Los Angeles, CA 90051

Dear County of Los Angeles,

Enclosed are two copies of an unsigned Communication Use Lease (BLM form 2800-18) for your ROW, serial number CACA106006233, which would authorize to continue the operation of the existing communication site for 30 years on the following Bureau of Land Management (BLM) administered lands:

San Bernardino Meridian, California
T. 7 N., R. 9 W.,
sec. 15, N1/2NW1/4

Please review the lease and its exhibits, and sign and date both copies in the spaces provided on Bureau Form 2800-18 and return them to this office.

Execution of the attached forms implies the holder's concurrence to the terms, conditions, stipulations, and Conservation and Management Actions listed therein; consequently, we request you ensure that the Authorized Officer representing County of Los Angeles review the completed forms carefully. Upon our receipt of the signed documents we will issue the Communication use Lease, absent any other unresolved issues.

This lease, and the authority to use the lands described in the document, becomes effective on the date it is signed by an authorized officer of the BLM. Your copy of the communication use lease will be returned to you when signed by the authorized officer.

The Federal Land Policy and Management Act of 1976, requires that rights-of-ways issued prior to the Act be in conformance with the rules and regulation issued and the terms and conditions in the Communication use Lease. The holder of the expiring Communication use grant will be

issued a new Communication use Lease number. Please be aware that you do not conduct any new activities related to your Communication Use Leases on public land until you have received an authorized grant from this office.

FEES

According to Federal regulations contained in 43 CFR 2804.14, BLM is required to be reimbursed for the costs associated with your application and grant. We have determined that the cost recovery fees for monitoring are waived because you are a local government, or an agency of such a government, and the grant would be for governmental purposes benefitting the general public. However, please note that if you collect revenue from charges you levy on customers for services similar to those of a profit-making corporation or business, or you assess similar fees to the United States for similar purposes, cost recovery fees will not be waived (43 CFR §2804.16).

RENT

This lease shall be exempt from rental consistent with the applicable regulations at Title 43 Code of Federal Regulations part 2806.14, unless and until the authorized officer determines the lease no longer meets the criteria for rental exemption. Rent is been exempt because you are a local government and you are not using the facility, system, space, or any part of the right-of-way area for commercial purposes (§ 2806.14 (2)).

Should you have questions or concerns, please contact Mariela Moran Mendoza, Realty Specialist of our office at (760)337-4423.

 Digitally signed by
PHILIP DESENZE
Date: 2026.02.15
14:59:49 -08'00'

Philip A. DeSenze
Field Manager

Enclosure

(2) Unsigned Communication Use Lease - CACA106006233

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

County of Los Angeles
(Lessee Name)

of 555 W. Fifth Street, 36th Floor
(Billing Address - 1)

N/A
(Billing Address -2)

Los Angeles
(City)

CA
(ST)

90013
(Zip Code)

THIS LEASE, dated this _____ day of _____, 2026, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and County of Los Angeles, its agents, successors, and assigns(hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of Los Angeles, State of California: 0.05 acres, SBM, T. 7 N., R. 9 W., sec. 15, N1/2NW1/4
(Legal Description)

(Hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a microwave and two way radio communications facility.
(Type of Communication Use)

The location of the property is shown generally on the site plan dated 12/8/2025 for the Blue Rock Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B. The facilities specifically authorized under this lease are:

A 60 feet galvanize steel lattice tower with base;
a 40 kW Kolher propane generator with associated 500 gallon cylindrical tank;
a 23 feet by 11 feet prefabricated shelter;
a cable bridge; a portable toilet;
and an access road 40 feet wide, 2,600 feet long.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on December 31, 2056. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit C "Terms, Conditions and Stipulations" & D "Plan of Development", construction will commence on N/A (already built

(Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be received at the Bureau of Land Management Office as noted on the billing statement in the form of a check or money order payable to Bureau of Land Management/DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 *et seq.*, and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the

date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action, and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease; less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.
3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

ACCEPTED this _____ day of _____, 2026, I, the undersigned have read, understand and accept the terms and conditions of this lease.

County of Los Angeles, a body corporate and politic

JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

ATTEST
DEAN C. LOGAN
Registrar-Recorder/County Clerk

By _____
Deputy

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

(Signature of Authorized Officer)

Ridgecrest Field Office Manager

(Title of Authorized Officer)

Philip A. DeSenze

(Printed Name of Authorized Officer)

(Date)



Exhibit A Blue Rock - Vicinity Map

Bureau of Land Management
Ridgecrest Field Office
300 S. Richmond Rd
Ridgecrest, CA 93555
760-384-5400

12/8/2025



Blue Rock
Communication Site

Esri Community Maps Contributors, County of Los Angeles, California State Parks, ©OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, Geotechnologies, Inc, MET/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Microsoft, Vantor

Legend

Private

Blue Rock Access Road

Land Status
Bureau of Land
Management



This map was made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these maps in the areas displayed for informational use only and not for other uses.

Dimensions:

Kohler Generator: 9' x 4'

Toilet: 4' x 4'

Tower footprint: 14' triangle



ANTENNA TOWER CENTER
LAT = 34°42'06.3"N
LONG = 117°49'27.7"W
GROUND ELEV. = 3,280'
TOP OF ANT. ELEV. = 3,423'

NOTE:



LOS ANGELES COUNTY

ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION.
ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC
DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE
LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT.



25'
SCALE

CHECKED:	R. GALANG	TITLE BLUE ROCK STATE SITE PLOT PLAN	DRAWING NUMBER 2601-10	REV	E
APPROVED:	S. WHANG			SCALE: 1"=25'-0"	8/24/23
		FBRK-PLT	SH 1		

EXHIBIT C – Terms, Conditions and Stipulations:

1. The Holder shall comply with all stipulations contained in this right-of-way (ROW) grant unless otherwise approved in writing by the Authorized Officer (AO). Non-compliance with the stipulations by the Holder or any of its agents may at the option of the AO result in cancellation or suspension of the ROW grant or adverse action against the Holder.
2. The holder may authorize other governmental entities the right to use the holder's facilities upon a filing of a grant amendment application and a finding by the authorized officer that the amendment is acceptable. Third party users shall be required to comply with the requirements as presented herein as well as those stipulations imposed by the authorized officer upon approval of the grant amendment. Private commercial use of the right of way facilities is not authorized without an amendment to this grant. Any commercial use of the facility may affect the rental exempt status of the right of way.
3. This right of way is subject to all valid existing rights, including the Los Angeles County Water Works District water tank, road and buried pipeline authorized under serial number CAR 2695. The Water District shall be notified prior to any excavation activities.
4. The Holder shall indemnify the United States against claims for injury to persons or damages to property due to development, operation and use under the herein granted ROW.
5. The Holder shall comply with applicable Federal and State laws and regulations issued there under, existing or hereafter enacted or promulgated, affecting in any manner construction, operation, maintenance or termination of the ROW grant.
6. The Holder agrees that in the event of a violation or failure to comply with the stipulations imposed herein, the United States may seek judicial enforcement of all legal requirements, including cancellation of the grant.
7. All areas authorized under this lease/grant shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, spare or damaged radio equipment/antennas/cables, excess construction materials, refuse, oil drums, petroleum products, ashes, and equipment.
8. Joint Maintenance. For the purpose of determining joint maintenance responsibilities, the holder shall make road use plans known to all other authorized users of the access road. Failure of the holder to share proportionate maintenance costs on the common use access road in dollars, equipment, materials or manpower with other authorized users may be adequate grounds to terminate the right of way grant. The determination

as to whether this has occurred and the decision to terminate shall rest with the authorized officer.

9. The holder shall maintain the right of way in a safe, usable condition, as directed by the authorized officer. A regular road maintenance program may include ditching and crowning of the road surface as directed by the authorized officer.
10. The Lessee shall not initiate any construction or other surface disturbing activities, including road maintenance activities until the BLM has been notified of the planned work in writing and has issued a Notice to Proceed.
11. All above ground structures, except the tower, not subject to safety requirements shall be maintained with paint in good condition. The paint used shall be determined by the authorized officer and shall be a color which corresponds to "Standard Environmental Colors" designated by the BLM Standard Environmental Colors Chart.
12. Areas of disturbed ground shall be scarified and seeded as directed by the authorized officer.
13. The Lessee, contractor or anyone conducting activities authorized under the Lease must have a copy of the Lease and these Terms, Conditions and Stipulations on site at the time the activity is being conducted pursuant to the authorization.
14. The Lessee shall protect all survey monuments found within the Lease. Survey monuments include, but are not limited to, the General Land Office and the BLM Cadastral Survey Corners, reference corners, witness points, United States Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Lessee shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where the General Land Office or the BLM monuments or references are obliterated during operations, the Lessee shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The Lessee shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Lessee shall be responsible for the survey costs.

Communication Sites

15. The holder shall at all times operate its radio-electronic equipment in such a manner as not to cause interference with radio-electronic operations of existing users in the vicinity. If such interference results from holder's operations, holder will promptly, at its own expense, modify its equipment and operations, or shut down if necessary to eliminate or reduce the interference to the satisfaction of the FCC and/or the Bureau.
16. All equipment in the facility must be clearly posted with the owner's name and operating frequency.
17. The holder shall ensure that the BLM serial number assigned to this authorization is posted on the door of the holder's building in letters that are at least 1.5" high.
18. The BLM reserves the right to authorize joint use by other electronic communication users of the site, together with the roads and the power, telephone and other auxiliary utility service lines installed and operated by the holder, upon payment by such users to the holder of a just and equitable portion of the costs of installation, maintenance and operation; provided that such joint use will conform to sound engineering practices.
19. The holder agrees not to install or allow the installation of any radio facilities or support facilities not specified in this lease within the area authorized and covered by this lease, without advance notification and written approval of the BLM authorized officer.
20. The holder understands that this lease form authorizes specific communication facilities to be constructed and operated on public lands. This Lease does not grant in any way the exclusive development/use rights to a specific plot of land, as those rights are reserved to the United States in Federal regulations at 43 CFR 2800.
21. Any and all subsequent changes in or additions to the specified operating frequencies, types of emission, band widths, Radio Frequency power outputs, class of service, or type of antenna, will require approval by the Authorized Officer prior to implementation of any action.
22. The Lessee shall furnish the Authorized Officer with a copy of the currently valid Federal Communications Commission license or Interdepartmental Radio Advisory Committee radio frequency assignment, as the case may be, within 90 days after issuance of the Lease

Cultural and Paleontological Resources

23. Any cultural and or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

Wildlife (Including T&E and BLM Sensitive Species)

24. This right of way is a federal action for which the Bureau of Land Management completed informal consultation with the U.S. Fish and Wildlife Service regarding the effect of the project on the Mojave desert tortoise (*Gopherus agassizii*). The Bureau and the Service agreed on the following conservation measures and management actions for this renewal. Violation of the terms and conditions of the right of way as they pertain to protection of the desert tortoise may place the holder in violation of the Endangered Species Act.
- a. The holder shall designate a field contact representative (FCR) who will be responsible for overseeing compliance with protective stipulations for the desert tortoise and for coordination on compliance with BLM. The FCR shall have the authority to halt all activities that are in violation of the stipulations. The FCR shall have a copy of all stipulations when work is being conducted on the site.
 - b. LUPA-BIO-5: All activities, as determined appropriate on an activity-by-activity basis, will implement a worker education program that meets the approval of the BLM. The program will be carried out during all phases of the project (e.g. Site mobilization, ground disturbance, grading, construction, operation, closure/decommissioning or project abandonment, and restoration/reclamation activities). The worker education program will provide interpretation for non-English speaking workers and provide the same instruction for new workers prior to their working on site. As appropriate based on the activity, the program will contain information about:
 - i. Site-specific biological and nonbiological resources.
 - ii. Information on the legal protection for protected resources and penalties for violation of federal and state laws and administrative sanctions for failure to comply with LUPA CMA requirements intended to protect site-specific biological and nonbiological resources.
 - iii. The required LUPA and project-specific measures for avoiding and minimizing effects during all project phases, including but not limited to resource setbacks, trash, speed limits, etc.

- iv. Reporting requirements and measures to follow if protected resources are encountered, including potential work stoppage and requirements for notification of the designated biologist.
 - v. Measures that personnel can take to promote the conservation of biological and nonbiological resources
- c. LUPA-BIO-6: Subsidized predator standards, approved by BLM, in coordination with the USFWS and CDFW, will be implemented during all appropriate phases of activities, including but not limited to renewable energy activities, to manage predator food subsidies, water subsidies, and breeding sites including the following:
 - i. Common Raven management actions will be implemented for all activities to address food and water subsidies and roosting and nesting sites specific to the Common Raven. These include identification of monitoring reporting procedures and requirements; strategies for refuse management; as well as design strategies and passive repellent methods to avoid providing perches, nesting sites, and roosting sites for Common Ravens.
 - ii. The application of water and/or other palliatives for dust abatement in construction areas and during project operations and maintenance will be done with the minimum amount of water necessary to meet safety and air quality standards and in a manner that prevents the formation of puddles, which could attract wildlife and wildlife predators.
 - iii. Following the most recent national policy and guidance, BLM will take actions to not introduce, dispose of, or release any non- native species into areas of native habitat, suitable habitat, and natural or artificial waterways/water bodies containing native species.
 - iv. All activity work areas will be kept free of trash and debris. Particular attention will be paid to “micro-trash” (including such small items as screws, nuts, washers, nails, coins, rags, small electrical components, small pieces of plastic, glass or wire, and any debris or trash that is colorful or shiny) and organic waste that may subsidize predators. All trash will be covered, kept in closed containers, or otherwise removed from the project site at the end of each day or at regular intervals prior to periods when workers are not present at the site.
- d. LUPA-BIO-10: Consistent with BLM state and national policies and guidance, integrated weed management actions, will be carried out during all phases of activities, as appropriate, and at a minimum will include the following:
 - i. Thoroughly clean the tires and undercarriage of vehicles entering or reentering the project site to remove potential weeds.
 - ii. Store project vehicles on site in designated areas to minimize the need for multiple washings whenever vehicles re-enter the project site.
 - iii. Properly maintain vehicle wash and inspection stations to minimize the introduction of invasive weeds or subsidy of invasive weeds.
 - iv. Closely monitor the types of materials brought onto the site to avoid the introduction of invasive weeds and non-native species.
 - v. Reestablish native vegetation quickly on disturbed sites.

- vi. Monitor and quickly implement control measures to ensure early detection and eradication of weed invasions to avoid the spread of invasive weeds and non-native species on site and to adjacent off-site areas.
- vii. Use certified weed-free mulch, straw, hay bales, or equivalent fabricated materials for installing sediment barriers.
- e. LUPA-BIO-11: Implement the following CMAs for controlling nuisance animals and invasive species:
 - i. No fumigant, treated bait, or other means of poisoning nuisance animals including rodenticides will be used in areas where Focus and BLM Special Status Species are known or suspected to occur.
 - ii. Manage the use of widely spread herbicides and do not apply herbicides effective against dicotyledonous plants within 1,000 feet from the edge of a 100-year floodplain, stream and wash channels, and riparian vegetation or to soils less than 25 feet from the edge of drains. Exceptions will be made when targeting the base and roots of invasive riparian species such as tamarisk and *Arundo donax* (giant reed). Manage herbicides consistent with the most current national and California BLM policies.
 - iii. Minimize herbicide, pesticide, and insecticide treatment in areas that have a high risk for groundwater contamination.
 - iv. Clean and dispose of pesticide containers and equipment following professional standards. Avoid use of pesticides and cleaning containers and equipment in or near surface or subsurface water.
 - v. When near surface or subsurface water, restrict pesticide use to those products labeled safe for use in/near water and safe for aquatic species of animals and plants.
- f. LUPA-BIO-14: Implement the following general standard practices to protect Focus and BLM Special Status Species:
 - i. Feeding of wildlife, leaving of food or trash as an attractive nuisance to wildlife, collection of native plants, or harassing of wildlife on a site is prohibited.
 - ii. Any wildlife encountered during the course of an activity, including construction, operation, and decommissioning will be allowed to leave the area unharmed.
 - iii. Domestic pets are prohibited on sites. This prohibition does not apply to the use of domestic animals (e.g., dogs) that may be used to aid in official and approved monitoring procedures/protocols, or service animals (dogs) under Title II and Title III of the American with Disabilities Act.
 - iv. All construction materials will be visually checked for the presence of wildlife prior to their movement or use. Any wildlife encountered during the course of these inspections will be allowed to leave the construction area unharmed.
 - v. All steep-walled trenches or excavations used during the project will be covered, except when being actively used, to prevent entrapment of wildlife. If trenches cannot be covered, they will be constructed with escape ramps, following up-to-date design standards to facilitate and allow wildlife to exit, or wildlife exclusion fencing will be installed around the

- trench(s) or excavation(s). Open trenches or other excavations will be inspected by a designated biologist immediately before backfilling, excavation, or other earthwork.
- vi. Minimize natural vegetation removal through implementation of crush and drive or cut or mow vegetation rather than removing entirely.
- g. LUPA-BIO-IFS-9: Vehicular traffic will not exceed 15 miles per hour within the areas not cleared by protocol level surveys where desert tortoise may be impacted.
- h. Vehicular traffic shall be confined to the existing road. Cross-country vehicle use is prohibited.
- i. Desert tortoises shall not be handled, injured, harassed or killed by any persons, for any reasons. If a tortoise is in danger, employees, contractors or users shall cease all activity and wait until the tortoise moves out of the area, under its own power. Handling or moving desert tortoises may be considered harassment of a Threatened Species under the Endangered Species Act and could be subject to penalties of up to \$50,000.00 and one year in jail.
 - i. LUPA-BIO-IFS-8: Inspect the ground under the vehicle for the presence of desert tortoise any time a vehicle or construction equipment is parked in desert tortoise habitat outside of areas fenced with desert tortoise exclusion fencing. If a desert tortoise is seen, it may move on its own. If it does not move within 15 minutes, a designated biologist may remove and relocate the animal to a safe location.
- j. Upon locating a dead or injured tortoise, the holder shall notify the BLM. The BLM must then notify the appropriate field office (Laguna Niguel or Ventura) of USFWS by telephone within three days of the finding. Written notification must be made within fifteen days of the finding. The information provided must include the date and time of the finding or incident (if known), location of the carcass, a photograph, cause of death, if known, and other pertinent information.
- k. Annual reporting is a required component of consultation with USFWS to document the effects to desert tortoise and their habitat and will be requested at the end of each calendar year for the life of the project.

Hazmat:

- 25. Immediately notify all Federal, State, tribal, and local agencies of any release or discharge of hazardous material reportable to such entity under applicable law. You must also notify the BLM at the same time and send the BLM a copy of any written notification you prepared.
- 26. Stationary equipment such as motors, pumps, generators, and welders located will be positioned over drip pans. Stationary heavy equipment will have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as brooms, absorbent pads, and skimmers will be on site prior to the start of construction.

27. Not dispose of or store hazardous material on your right-of-way, except as provided by the terms, conditions, and stipulations of your grant.
28. Control and remove any release or discharge of hazardous material on or near the right-of-way arising in connection with your use and occupancy of the right-of-way, whether or not the release or discharge is authorized under the grant. You must also remediate and restore lands and resources affected by the release or discharge to the BLM's satisfaction and to the satisfaction of any other Federal, State, tribal, or local agency having jurisdiction over the land, resource, or hazardous material.

Termination

29. The holder may relinquish this right of way grant at any time after ceasing operations. Pending acceptance of the relinquishment by the authorized officer and termination of the right of way, the holder shall cease to accrue any rental obligations under the right of way grant.
30. At least 120 days prior to termination of the authorization, the lessee shall contact the BLM authorized officer to arrange a joint inspection of the lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall be prepared by the holder and shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or revegetation. The authorized officer must approve the plan in writing prior to the lessee's commencement of any termination activities.

EXHIBIT D

Please note: This site, and all associated appurtenances, have been in operation for decades. No new construction or site modifications are planned as a part of this POD.

COMMUNICATION SITE PLAN OF DEVELOPMENT

1. Purpose and Need of the Facilities

a. what will be built

Facilities already in service: One telecommunication shelter (23' x 11'), one contiguous surrounding chainlink fence line, one Kohler 40kW propane generator, one 60' galvanized steel telecommunications tower, one cable bridge connecting the tower and the shelter, one porta potty, one 500 gallon propane tank.

b. what is use

The site acts as a repeater for various County (Sheriff, Fire, etc) radio communications systems, and also acts as a midpoint/hub for microwave point to point communications.

c. what is size

See provided maps/diagrams showing site layout.

d. can it be housed within an existing site as a sublease

The site is already in existence, and no changes to the site are proposed.

e. can it be constructed to allow for future expansion and permit subleasing of the facility

The site is already in existence, and no changes to the site are proposed.

f. can it accommodate government agencies as sublessee

We have space on our tower and within our shelter for potential sublessees, but all applications will need to be appraised for technical and legal feasibility.

g. is this ancillary to an existing right-of-way

N.A.

h. list alternative routes or locations

N.A.

2. Right-of-way Location

a. legal description of the facility

b. maps

See attached diagrams.

c. drawings of typical tower installation, shelters, and guy wire configuration

See attached diagrams.

b. engineering design drawings and/or standards for roads, drainage, and power lines

See attached diagrams.

3. Facility Design Factors

a. design factors to be considered include wind loads, type and color of structures, wiring standards, suitability of soils and geology for placement of the facility.

Tower layout and final loading configurations are kept within compliance of TIA-222 Rev.i.

b. technical data information

See attached tables for equipment inventory.

c. list temporary use areas that are needed

N.A.

d. required associated rights-of-way, including access roads, power lines

N.A.

e. length, width, acreage of right-of-way

N.A.

f. compatibility with other users

N.A.

g. potential conflicts with other communication modes (i.e., mixing high power continuous with low power intermittent operations, obstructions between microwave towers, etc.)

We are the only telecommunications site within at least a 1 mile radius, and we have had no interference issues at this site reported to us at any time.

h. required associated rights-of-way including access roads, power lines, material sites

N.A.

4. Additional Components

a. list existing components on and off public land

N.A.

b. list possible future components on and off public land

N.A.

c. location of equipment storage areas

N.A.

5. Government Agencies Involved

a. Federal Communication Commission

We currently operate several microwave point to point licenses that have been granted by the FCC. Additionally, we abide by all relevant FCC rules and regulations associated with radio frequency safety and interference mitigation.

b. state and local agencies

We also operate the site within the rules and regulations set forth by the local state level agencies, or other local agencies: CUPA (for reporting of diesel fuel and lead acid quantities kept onsite), Antelope Valley AQMD (for emissions related regulations), the electrical utility provider, etc.

6. Construction of the Facilities

a. will a helicopter be required.

No.

1) if so designate the flight routes on a map

N.A.

b. will temporary access be required.

No. Long term access for LA County personnel is already in place via specific gate locks installed on the access road and site perimeter.

c. will the site be fenced after construction

The site is currently surrounded by a chain link fence, and no plans to modify this fence are under consideration.

d. construction (brief description)

No construction activities are planned at this time.

1) major facilities (including vehicles and number of tons and loads) N.A.

2) ancillary facilities (including vehicles and number of tons and loads) N.A.

e. work force (number of people and vehicles)

The site is periodically visited (1-2x per month) by LA County personnel and subcontractors for specific maintenance tasks related to the existing onsite equipment.

f. flagging or staking the right-of-way

No construction activities are planned at this time (i.e. no flagmen)

g. clearing and grading

No construction activities are planned at this time.

h. facility construction data

1) description of construction process

No construction activities are planned at this time.

- i. access to and along right-of-way during construction
No construction activities are planned at this time.
- j. contingency planning. No construction activities are planned at this time.
 - 1) holder contacts
 - 2) BLM contacts
- k. safety requirements
No construction activities are planned at this time.

l. industrial wastes and toxic substances

We currently have a small quantity of lead acid batteries on site, and we follow all applicable regulations for maintenance, proper quantity reporting to CUPA, disposal and cleanup. Our backup generator is propane fueled.

7. Resource Values and Environmental Concerns

- a. address at level commensurate with anticipated impacts
 - 1) location with regard to designated corridors
- b. anticipated conflicts with resources or public health and safety
 - 1) air, noise, geologic hazards, mineral and energy resources, paleontological resources, soils, water, vegetation, wildlife, threatened and endangered species, cultural resources, visual resources, BLM projects, recreation activities, wilderness, etc.

8. Stabilization and Rehabilitation

- a. soil replacement and stabilization
This site has been in operation for decades, and we have no planned work associated with soil replacement and/or stabilization.
- b. disposal of vegetation removed during construction (i.e., trees, shrubs, etc.)
This site has been in operation for decades, and we have no planned work associated with vegetation removal.
- c. seeding specifications
This site has been in operation for decades, and we have no planned work associated with reseeding.
- d. fertilizer
This site has been in operation for decades, and we have no planned work associated with fertilization.
- e. limiting access to right-of-way
This site has been in operation for decades, and we have no planned work that would require right of way or access limitation strategies.

9. Operation and Maintenance

- a. will all-weather roads be required
No, the existing road is already in place and is asphalt on all sloped portions all the way to the site. No road changes are proposed or are needed.
- b. will operational access to the site require a helicopter
No.
- a. safety
We currently follow all OSHA and State agency requirements and keep the following onsite and up to date at all times: Site evacuation plans, Fire extinguishers, At least one first aid kit, at least one eyewash station containing two eyewash bottles. One porta potty is kept onsite and is serviced at the request of our field personnel.

b. industrial wastes and toxic substances

We currently have a small quantity of lead acid batteries on site, and we follow all applicable regulations for maintenance, proper quantity reporting to CUPA, disposal and cleanup. Our backup generator is propane fueled.

c. inspection and maintenance schedules

The site is inspected by various County internal parties.

1. Site Infrastructure Engineering visits the site at least twice a year to conduct condition assessment inspections.

2. LA County generator technicians visit the site monthly to conduct a generator preventative maintenance inspection and generator run test.

3. LA County Radio technicians visit at least monthly in order to conduct general radio or microwave related work.

d. work schedules

The County primary schedule is 7 AM to 330 PM, Monday through Friday. We have a remote/offsite NOC (Network operations center) that monitors alarms and cameras onsite as well, 24/7.

e. fire control

The site currently possesses a fully operational Clean agent fire suppression system, and bi-annual brush clearance visits are conducted by third-party land management companies.

f. long term access

We have issues to report or highlight. The site is currently behind a locked gate located at 34°42'14.6"N 117°49'18.3"W, and the site perimeter locked gate located at 34°42'06.6"N 117°49'26.5"W. We have no plans to modify this access.

g. signs

The site currently has FCC mandated signage for RF emissions, FAA signage for the lattice tower, and also has the appropriate signage for the propane tank onsite (Hazard and MSDS signage).

h. inspections

See above, section C.

i. contingency planning

This site is a part of a larger communications network with overall network redundancy. If the site is significantly damaged, the County of Los Angeles currently operates a fleet of backup portable diesel generators, and also operates a Cell-on-wheels vehicle, which could be used to restore first responder radio communications in the area if necessary. There is no POTS onsite. (Plain old telephone service). Our technicians use a network internal phone system, as well as the CWIRS system to communicate with the network operations center.

10. Termination and Restoration

a. removal of structures.

This facility is currently in operation, and we have no plans to demolish or decommission the critical telecommunications infrastructure or site.

b. obliteration of roads, building sites, antenna sites

This facility is currently in operation, and we have no plans to demolish or decommission the critical telecommunications infrastructure or site.

c. stabilization and re-vegetation of disturbed areas

This facility is currently in operation, and we have no plans to demolish or decommission the critical telecommunications infrastructure or site.

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

County of Los Angeles
(Lessee Name)

of 555 W. Fifth Street, 36th Floor
(Billing Address - 1)

N/A
(Billing Address -2)

Los Angeles
(City)

CA
(ST)

90013
(Zip Code)

THIS LEASE, dated this _____ day of _____, 2026, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and County of Los Angeles, its agents, successors, and assigns(hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of Los Angeles, State of California: 0.05 acres, SBM, T. 7 N., R. 9 W., sec. 15, N1/2NW1/4
(Legal Description)

(Hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a microwave and two way radio communications facility.
(Type of Communication Use)

The location of the property is shown generally on the site plan dated 12/8/2025 for the Blue Rock Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B. The facilities specifically authorized under this lease are:

- A 60 feet galvanize steel lattice tower with base;
- a 40 kW Kolher propane generator with associated 500 gallon cylindrical tank;
- a 23 feet by 11 feet prefabricated shelter;
- a cable bridge; a portable toilet;
- and an access road 40 feet wide, 2,600 feet long.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on December 31, 2056. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit C "Terms, Conditions and Stipulations" & D "Plan of Development", construction will commence on N/A (already built

(Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be received at the Bureau of Land Management Office as noted on the billing statement in the form of a check or money order payable to Bureau of Land Management/DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the

date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action, and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease; less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.
3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

ACCEPTED this _____ day of _____, 2026, I, the undersigned have read, understand and accept the terms and conditions of this lease.

County of Los Angeles, a body corporate and politic

JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

ATTEST
DEAN C. LOGAN
Registrar-Recorder/County Clerk

By _____
Deputy

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

(Signature of Authorized Officer)

Ridgecrest Field Office Manager
(Title of Authorized Officer)

Philip A. DeSenze
(Printed Name of Authorized Officer)

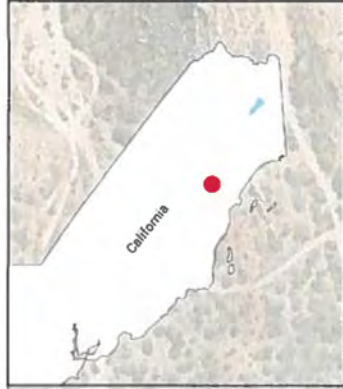
(Date)



Exhibit A Blue Rock - Vicinity Map

Bureau of Land Management
Ridgecrest Field Office
300 S. Richmond Rd
Ridgecrest, CA 93555
760-384-5400

12/8/2025



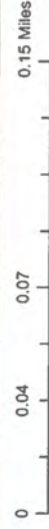
Esri Community Maps Contributions, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., MET/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Microsoft, Vantor

Legend

Land Status
Bureau of Land
Management

Private

Blue Rock Access Road

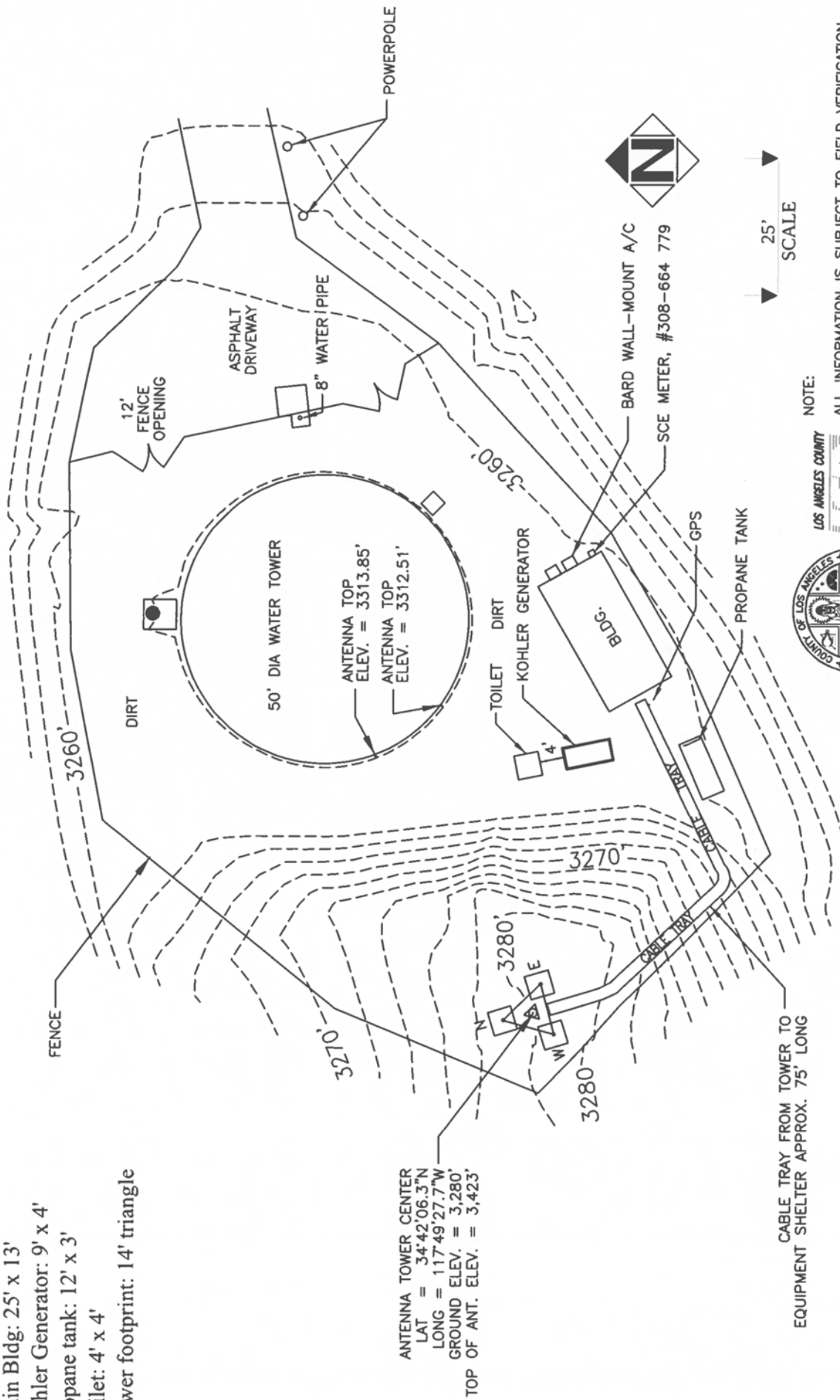


This map is made by the Bureau of Land Management. It is the responsibility of the user to verify the accuracy of the data and to use the map for appropriate purposes only.

EXHIBIT B - Plot Plan

Dimensions:

Main Bldg: 25' x 13'
 Kohler Generator: 9' x 4'
 Propane tank: 12' x 3'
 Toilet: 4' x 4'
 Tower footprint: 14' triangle



NOTE:

ALL INFORMATION IS SUBJECT TO FIELD VERIFICATION.
 ALL INFORMATION IS CONFIDENTIAL AND NOT FOR PUBLIC
 DISTRIBUTION WITHOUT EXPRESS CONSENT OF THE
 LOS ANGELES COUNTY INTERNAL SERVICES DEPARTMENT.

CHECKED: R. GALANG

APPROVED: S. WHANG

TITLE
**BLUE ROCK
 STATE SITE
 PLOT PLAN**

DRAWING NUMBER

2601-10

REV

E

SCALE: 1"=25'-0"

8/24/23

FBRK-PLT

SH 1

EXHIBIT C – Terms, Conditions and Stipulations:

1. The Holder shall comply with all stipulations contained in this right-of-way (ROW) grant unless otherwise approved in writing by the Authorized Officer (AO). Non-compliance with the stipulations by the Holder or any of its agents may at the option of the AO result in cancellation or suspension of the ROW grant or adverse action against the Holder.
2. The holder may authorize other governmental entities the right to use the holder's facilities upon a filing of a grant amendment application and a finding by the authorized officer that the amendment is acceptable. Third party users shall be required to comply with the requirements as presented herein as well as those stipulations imposed by the authorized officer upon approval of the grant amendment. Private commercial use of the right of way facilities is not authorized without an amendment to this grant. Any commercial use of the facility may affect the rental exempt status of the right of way.
3. This right of way is subject to all valid existing rights, including the Los Angeles County Water Works District water tank, road and buried pipeline authorized under serial number CAR 2695. The Water District shall be notified prior to any excavation activities.
4. The Holder shall indemnify the United States against claims for injury to persons or damages to property due to development, operation and use under the herein granted ROW.
5. The Holder shall comply with applicable Federal and State laws and regulations issued there under, existing or hereafter enacted or promulgated, affecting in any manner construction, operation, maintenance or termination of the ROW grant.
6. The Holder agrees that in the event of a violation or failure to comply with the stipulations imposed herein, the United States may seek judicial enforcement of all legal requirements, including cancellation of the grant.
7. All areas authorized under this lease/grant shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, spare or damaged radio equipment/antennas/cables, excess construction materials, refuse, oil drums, petroleum products, ashes, and equipment.
8. Joint Maintenance. For the purpose of determining joint maintenance responsibilities, the holder shall make road use plans known to all other authorized users of the access road. Failure of the holder to share proportionate maintenance costs on the common use access road in dollars, equipment, materials or manpower with other authorized users may be adequate grounds to terminate the right of way grant. The determination

as to whether this has occurred and the decision to terminate shall rest with the authorized officer.

9. The holder shall maintain the right of way in a safe, usable condition, as directed by the authorized officer. A regular road maintenance program may include ditching and crowning of the road surface as directed by the authorized officer.
10. The Lessee shall not initiate any construction or other surface disturbing activities, including road maintenance activities until the BLM has been notified of the planned work in writing and has issued a Notice to Proceed.
11. All above ground structures, except the tower, not subject to safety requirements shall be maintained with paint in good condition. The paint used shall be determined by the authorized officer and shall be a color which corresponds to "Standard Environmental Colors" designated by the BLM Standard Environmental Colors Chart.
12. Areas of disturbed ground shall be scarified and seeded as directed by the authorized officer.
13. The Lessee, contractor or anyone conducting activities authorized under the Lease must have a copy of the Lease and these Terms, Conditions and Stipulations on site at the time the activity is being conducted pursuant to the authorization.
14. The Lessee shall protect all survey monuments found within the Lease. Survey monuments include, but are not limited to, the General Land Office and the BLM Cadastral Survey Corners, reference corners, witness points, United States Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Lessee shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where the General Land Office or the BLM monuments or references are obliterated during operations, the Lessee shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The Lessee shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Lessee shall be responsible for the survey costs.

Communication Sites

15. The holder shall at all times operate its radio-electronic equipment in such a manner as not to cause interference with radio-electronic operations of existing users in the vicinity. If such interference results from holder's operations, holder will promptly, at its own expense, modify its equipment and operations, or shut down if necessary to eliminate or reduce the interference to the satisfaction of the FCC and/or the Bureau.
16. All equipment in the facility must be clearly posted with the owner's name and operating frequency.
17. The holder shall ensure that the BLM serial number assigned to this authorization is posted on the door of the holder's building in letters that are at least 1.5" high.
18. The BLM reserves the right to authorize joint use by other electronic communication users of the site, together with the roads and the power, telephone and other auxiliary utility service lines installed and operated by the holder, upon payment by such users to the holder of a just and equitable portion of the costs of installation, maintenance and operation; provided that such joint use will conform to sound engineering practices.
19. The holder agrees not to install or allow the installation of any radio facilities or support facilities not specified in this lease within the area authorized and covered by this lease, without advance notification and written approval of the BLM authorized officer.
20. The holder understands that this lease form authorizes specific communication facilities to be constructed and operated on public lands. This Lease does not grant in any way the exclusive development/use rights to a specific plot of land, as those rights are reserved to the United States in Federal regulations at 43 CFR 2800.
21. Any and all subsequent changes in or additions to the specified operating frequencies, types of emission, band widths, Radio Frequency power outputs, class of service, or type of antenna, will require approval by the Authorized Officer prior to implementation of any action.
22. The Lessee shall furnish the Authorized Officer with a copy of the currently valid Federal Communications Commission license or Interdepartmental Radio Advisory Committee radio frequency assignment, as the case may be, within 90 days after issuance of the Lease

Cultural and Paleontological Resources

23. Any cultural and or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

Wildlife (Including T&E and BLM Sensitive Species)

24. This right of way is a federal action for which the Bureau of Land Management completed informal consultation with the U.S. Fish and Wildlife Service regarding the effect of the project on the Mojave desert tortoise (*Gopherus agassizii*). The Bureau and the Service agreed on the following conservation measures and management actions for this renewal. Violation of the terms and conditions of the right of way as they pertain to protection of the desert tortoise may place the holder in violation of the Endangered Species Act.
 - a. The holder shall designate a field contact representative (FCR) who will be responsible for overseeing compliance with protective stipulations for the desert tortoise and for coordination on compliance with BLM. The FCR shall have the authority to halt all activities that are in violation of the stipulations. The FCR shall have a copy of all stipulations when work is being conducted on the site.
 - b. LUPA-BIO-5: All activities, as determined appropriate on an activity-by-activity basis, will implement a worker education program that meets the approval of the BLM. The program will be carried out during all phases of the project (e.g. Site mobilization, ground disturbance, grading, construction, operation, closure/decommissioning or project abandonment, and restoration/reclamation activities). The worker education program will provide interpretation for non-English speaking workers and provide the same instruction for new workers prior to their working on site. As appropriate based on the activity, the program will contain information about:
 - i. Site-specific biological and nonbiological resources.
 - ii. Information on the legal protection for protected resources and penalties for violation of federal and state laws and administrative sanctions for failure to comply with LUPA CMA requirements intended to protect site-specific biological and nonbiological resources.
 - iii. The required LUPA and project-specific measures for avoiding and minimizing effects during all project phases, including but not limited to resource setbacks, trash, speed limits, etc.

- iv. Reporting requirements and measures to follow if protected resources are encountered, including potential work stoppage and requirements for notification of the designated biologist.
 - v. Measures that personnel can take to promote the conservation of biological and nonbiological resources
- c. LUPA-BIO-6: Subsidized predator standards, approved by BLM, in coordination with the USFWS and CDFW, will be implemented during all appropriate phases of activities, including but not limited to renewable energy activities, to manage predator food subsidies, water subsidies, and breeding sites including the following:
- i. Common Raven management actions will be implemented for all activities to address food and water subsidies and roosting and nesting sites specific to the Common Raven. These include identification of monitoring reporting procedures and requirements; strategies for refuse management; as well as design strategies and passive repellent methods to avoid providing perches, nesting sites, and roosting sites for Common Ravens.
 - ii. The application of water and/or other palliatives for dust abatement in construction areas and during project operations and maintenance will be done with the minimum amount of water necessary to meet safety and air quality standards and in a manner that prevents the formation of puddles, which could attract wildlife and wildlife predators.
 - iii. Following the most recent national policy and guidance, BLM will take actions to not introduce, dispose of, or release any non- native species into areas of native habitat, suitable habitat, and natural or artificial waterways/water bodies containing native species.
 - iv. All activity work areas will be kept free of trash and debris. Particular attention will be paid to “micro-trash” (including such small items as screws, nuts, washers, nails, coins, rags, small electrical components, small pieces of plastic, glass or wire, and any debris or trash that is colorful or shiny) and organic waste that may subsidize predators. All trash will be covered, kept in closed containers, or otherwise removed from the project site at the end of each day or at regular intervals prior to periods when workers are not present at the site.
- d. LUPA-BIO-10: Consistent with BLM state and national policies and guidance, integrated weed management actions, will be carried out during all phases of activities, as appropriate, and at a minimum will include the following:
- i. Thoroughly clean the tires and undercarriage of vehicles entering or reentering the project site to remove potential weeds.
 - ii. Store project vehicles on site in designated areas to minimize the need for multiple washings whenever vehicles re-enter the project site.
 - iii. Properly maintain vehicle wash and inspection stations to minimize the introduction of invasive weeds or subsidy of invasive weeds.
 - iv. Closely monitor the types of materials brought onto the site to avoid the introduction of invasive weeds and non-native species.
 - v. Reestablish native vegetation quickly on disturbed sites.

- vi. Monitor and quickly implement control measures to ensure early detection and eradication of weed invasions to avoid the spread of invasive weeds and non-native species on site and to adjacent off-site areas.
- vii. Use certified weed-free mulch, straw, hay bales, or equivalent fabricated materials for installing sediment barriers.
- e. LUPA-BIO-11: Implement the following CMAs for controlling nuisance animals and invasive species:
 - i. No fumigant, treated bait, or other means of poisoning nuisance animals including rodenticides will be used in areas where Focus and BLM Special Status Species are known or suspected to occur.
 - ii. Manage the use of widely spread herbicides and do not apply herbicides effective against dicotyledonous plants within 1,000 feet from the edge of a 100-year floodplain, stream and wash channels, and riparian vegetation or to soils less than 25 feet from the edge of drains. Exceptions will be made when targeting the base and roots of invasive riparian species such as tamarisk and *Arundo donax* (giant reed). Manage herbicides consistent with the most current national and California BLM policies.
 - iii. Minimize herbicide, pesticide, and insecticide treatment in areas that have a high risk for groundwater contamination.
 - iv. Clean and dispose of pesticide containers and equipment following professional standards. Avoid use of pesticides and cleaning containers and equipment in or near surface or subsurface water.
 - v. When near surface or subsurface water, restrict pesticide use to those products labeled safe for use in/near water and safe for aquatic species of animals and plants.
- f. LUPA-BIO-14: Implement the following general standard practices to protect Focus and BLM Special Status Species:
 - i. Feeding of wildlife, leaving of food or trash as an attractive nuisance to wildlife, collection of native plants, or harassing of wildlife on a site is prohibited.
 - ii. Any wildlife encountered during the course of an activity, including construction, operation, and decommissioning will be allowed to leave the area unharmed.
 - iii. Domestic pets are prohibited on sites. This prohibition does not apply to the use of domestic animals (e.g., dogs) that may be used to aid in official and approved monitoring procedures/protocols, or service animals (dogs) under Title II and Title III of the American with Disabilities Act.
 - iv. All construction materials will be visually checked for the presence of wildlife prior to their movement or use. Any wildlife encountered during the course of these inspections will be allowed to leave the construction area unharmed.
 - v. All steep-walled trenches or excavations used during the project will be covered, except when being actively used, to prevent entrapment of wildlife. If trenches cannot be covered, they will be constructed with escape ramps, following up-to-date design standards to facilitate and allow wildlife to exit, or wildlife exclusion fencing will be installed around the

- trench(s) or excavation(s). Open trenches or other excavations will be inspected by a designated biologist immediately before backfilling, excavation, or other earthwork.
- vi. Minimize natural vegetation removal through implementation of crush and drive or cut or mow vegetation rather than removing entirely.
 - g. LUPA-BIO-IFS-9: Vehicular traffic will not exceed 15 miles per hour within the areas not cleared by protocol level surveys where desert tortoise may be impacted.
 - h. Vehicular traffic shall be confined to the existing road. Cross-country vehicle use is prohibited.
 - i. Desert tortoises shall not be handled, injured, harassed or killed by any persons, for any reasons. If a tortoise is in danger, employees, contractors or users shall cease all activity and wait until the tortoise moves out of the area, under its own power. Handling or moving desert tortoises may be considered harassment of a Threatened Species under the Endangered Species Act and could be subject to penalties of up to \$50,000.00 and one year in jail.
 - i. LUPA-BIO-IFS-8: Inspect the ground under the vehicle for the presence of desert tortoise any time a vehicle or construction equipment is parked in desert tortoise habitat outside of areas fenced with desert tortoise exclusion fencing. If a desert tortoise is seen, it may move on its own. If it does not move within 15 minutes, a designated biologist may remove and relocate the animal to a safe location.
 - j. Upon locating a dead or injured tortoise, the holder shall notify the BLM. The BLM must then notify the appropriate field office (Laguna Niguel or Ventura) of USFWS by telephone within three days of the finding. Written notification must be made within fifteen days of the finding. The information provided must include the date and time of the finding or incident (if known), location of the carcass, a photograph, cause of death, if known, and other pertinent information.
 - k. Annual reporting is a required component of consultation with USFWS to document the effects to desert tortoise and their habitat and will be requested at the end of each calendar year for the life of the project.

Hazmat:

- 25. Immediately notify all Federal, State, tribal, and local agencies of any release or discharge of hazardous material reportable to such entity under applicable law. You must also notify the BLM at the same time and send the BLM a copy of any written notification you prepared.
- 26. Stationary equipment such as motors, pumps, generators, and welders located will be positioned over drip pans. Stationary heavy equipment will have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as brooms, absorbent pads, and skimmers will be on site prior to the start of construction.

27. Not dispose of or store hazardous material on your right-of-way, except as provided by the terms, conditions, and stipulations of your grant.
28. Control and remove any release or discharge of hazardous material on or near the right-of-way arising in connection with your use and occupancy of the right-of-way, whether or not the release or discharge is authorized under the grant. You must also remediate and restore lands and resources affected by the release or discharge to the BLM's satisfaction and to the satisfaction of any other Federal, State, tribal, or local agency having jurisdiction over the land, resource, or hazardous material.

Termination

29. The holder may relinquish this right of way grant at any time after ceasing operations. Pending acceptance of the relinquishment by the authorized officer and termination of the right of way, the holder shall cease to accrue any rental obligations under the right of way grant.
30. At least 120 days prior to termination of the authorization, the lessee shall contact the BLM authorized officer to arrange a joint inspection of the lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall be prepared by the holder and shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or revegetation. The authorized officer must approve the plan in writing prior to the lessee's commencement of any termination activities.

EXHIBIT D

Please note: This site, and all associated appurtenances, have been in operation for decades. No new construction or site modifications are planned as a part of this POD.

COMMUNICATION SITE PLAN OF DEVELOPMENT

1. Purpose and Need of the Facilities

a. what will be built

Facilities already in service: One telecommunication shelter (23' x 11'), one contiguous surrounding chainlink fence line, one Kohler 40kW propane generator, one 60' galvanized steel telecommunications tower, one cable bridge connecting the tower and the shelter, one porta potty, one 500 gallon propane tank.

b. what is use

The site acts as a repeater for various County (Sheriff, Fire, etc) radio communications systems, and also acts as a midpoint/hub for microwave point to point communications.

c. what is size

See provided maps/diagrams showing site layout.

d. can it be housed within an existing site as a sublease

The site is already in existence, and no changes to the site are proposed.

e. can it be constructed to allow for future expansion and permit subleasing of the facility

The site is already in existence, and no changes to the site are proposed.

f. can it accommodate government agencies as sublessee

We have space on our tower and within our shelter for potential sublessees, but all applications will need to be appraised for technical and legal feasibility.

g. is this ancillary to an existing right-of-way

N.A.

h. list alternative routes or locations

N.A.

2. Right-of-way Location

a. legal description of the facility

b. maps

See attached diagrams.

c. drawings of typical tower installation, shelters, and guy wire configuration

See attached diagrams.

b. engineering design drawings and/or standards for roads, drainage, and power lines

See attached diagrams.

3. Facility Design Factors

a. design factors to be considered include wind loads, type and color of structures, wiring standards, suitability of soils and geology for placement of the facility.

Tower layout and final loading configurations are kept within compliance of TIA-222 Rev.i.

b. technical data information

See attached tables for equipment inventory.

c. list temporary use areas that are needed

N.A.

d. required associated rights-of-way, including access roads, power lines

N.A.

e. length, width, acreage of right-of-way

N.A.

f. compatibility with other users

N.A.

g. potential conflicts with other communication modes (i.e., mixing high power continuous with low power intermittent operations, obstructions between microwave towers, etc.)

We are the only telecommunications site within at least a 1 mile radius, and we have had no interference issues at this site reported to us at any time.

h. required associated rights-of-way including access roads, power lines, material sites

N.A.

4. Additional Components

a. list existing components on and off public land

N.A.

b. list possible future components on and off public land

N.A.

c. location of equipment storage areas

N.A.

5. Government Agencies Involved

a. Federal Communication Commission

We currently operate several microwave point to point licenses that have been granted by the FCC. Additionally, we abide by all relevant FCC rules and regulations associated with radio frequency safety and interference mitigation.

b. state and local agencies

We also operate the site within the rules and regulations set forth by the local state level agencies, or other local agencies: CUPA (for reporting of diesel fuel and lead acid quantities kept onsite), Antelope Valley AQMD (for emissions related regulations), the electrical utility provider, etc.

6. Construction of the Facilities

a. will a helicopter be required.

No.

1) if so designate the flight routes on a map

N.A.

b. will temporary access be required.

No. Long term access for LA County personnel is already in place via specific gate locks installed on the access road and site perimeter.

c. will the site be fenced after construction

The site is currently surrounded by a chain link fence, and no plans to modify this fence are under consideration.

d. construction (brief description)

No construction activities are planned at this time.

1) major facilities (including vehicles and number of tons and loads) N.A.

2) ancillary facilities (including vehicles and number of tons and loads) N.A.

e. work force (number of people and vehicles)

The site is periodically visited (1-2x per month) by LA County personnel and subcontractors for specific maintenance tasks related to the existing onsite equipment.

f. flagging or staking the right-of-way

No construction activities are planned at this time (i.e. no flagmen)

g. clearing and grading

No construction activities are planned at this time.

h. facility construction data

1) description of construction process

No construction activities are planned at this time.

- i. access to and along right-of-way during construction
No construction activities are planned at this time.
- j. contingency planning. No construction activities are planned at this time.
 - 1) holder contacts
 - 2) BLM contacts
- k. safety requirements
No construction activities are planned at this time.

l. industrial wastes and toxic substances
We currently have a small quantity of lead acid batteries on site, and we follow all applicable regulations for maintenance, proper quantity reporting to CUPA, disposal and cleanup. Our backup generator is propane fueled.

7. Resource Values and Environmental Concerns

- a. address at level commensurate with anticipated impacts
 - 1) location with regard to designated corridors
- b. anticipated conflicts with resources or public health and safety
 - 1) air, noise, geologic hazards, mineral and energy resources, paleontological resources, soils, water, vegetation, wildlife, threatened and endangered species, cultural resources, visual resources, BLM projects, recreation activities, wilderness, etc.

8. Stabilization and Rehabilitation

- a. soil replacement and stabilization
This site has been in operation for decades, and we have no planned work associated with soil replacement and/or stabilization.
- b. disposal of vegetation removed during construction (i.e., trees, shrubs, etc.)
This site has been in operation for decades, and we have no planned work associated with vegetation removal.
- c. seeding specifications
This site has been in operation for decades, and we have no planned work associated with reseeded.
- d. fertilizer
This site has been in operation for decades, and we have no planned work associated with fertilization.
- e. limiting access to right-of-way
This site has been in operation for decades, and we have no planned work that would require right of way or access limitation strategies.

9. Operation and Maintenance

- a. will all-weather roads be required
No, the existing road is already in place and is asphalt on all sloped portions all the way to the site. No road changes are proposed or are needed.
- b. will operational access to the site require a helicopter
No.
- a. safety
We currently follow all OSHA and State agency requirements and keep the following onsite and up to date at all times: Site evacuation plans, Fire extinguishers, At least one first aid kit, at least one eyewash station containing two eyewash bottles. One porta potty is kept onsite and is serviced at the request of our field personnel.

b. industrial wastes and toxic substances

We currently have a small quantity of lead acid batteries on site, and we follow all applicable regulations for maintenance, proper quantity reporting to CUPA, disposal and cleanup. Our backup generator is propane fueled.

c. inspection and maintenance schedules

The site is inspected by various County internal parties.

1. Site Infrastructure Engineering visits the site at least twice a year to conduct condition assessment inspections.

2. LA County generator technicians visit the site monthly to conduct a generator preventative maintenance inspection and generator run test.

3. LA County Radio technicians visit at least monthly in order to conduct general radio or microwave related work.

d. work schedules

The County primary schedule is 7 AM to 330 PM, Monday through Friday. We have a remote/offsite NOC (Network operations center) that monitors alarms and cameras onsite as well., 24/7.

e. fire control

The site currently possesses a fully operational Clean agent fire suppression system, and bi-annual brush clearance visits are conducted by third-party land management companies.

f. long term access

We have issues to report or highlight. The site is currently behind a locked gate located at 34°42'14.6"N 117°49'18.3"W, and the site perimeter locked gate located at 34°42'06.6"N 117°49'26.5"W. We have no plans to modify this access.

g. signs

The site currently has FCC mandated signage for RF emissions, FAA signage for the lattice tower, and also has the appropriate signage for the propane tank onsite (Hazard and MSDS signage).

h. inspections

See above, section C.

i. contingency planning

This site is a part of a larger communications network with overall network redundancy. If the site is significantly damaged, the County of Los Angeles currently operates a fleet of backup portable diesel generators, and also operates a Cell-on-wheels vehicle, which could be used to restore first responder radio communications in the area if necessary. There is no POTS onsite. (Plain old telephone service). Our technicians use a network internal phone system, as well as the CWIRS system to communicate with the network operations center.

10. Termination and Restoration

a. removal of structures.

This facility is currently in operation, and we have no plans to demolish or decommission the critical telecommunications infrastructure or site.

b. obliteration of roads, building sites, antenna sites

This facility is currently in operation, and we have no plans to demolish or decommission the critical telecommunications infrastructure or site.

c. stabilization and re-vegetation of disturbed areas

This facility is currently in operation, and we have no plans to demolish or decommission the critical telecommunications infrastructure or site.