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Chief Executive Office.

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"

November 17, 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:

**REAL ESTATE LICENSE
TO THE COUNTY OF VENTURA AT
THE COUNTY-OWNED TELECOMMUNICATION SITE CASTRO PEAK IN MALIBU;
AND REAL ESTATE LICENSE TO
THE LOS ANGELES DEPARTMENT OF WATER AND POWER AT
THE COUNTY-OWNED MISSION CANYON LANDFILL
(THIRD DISTRICT) (3-VOTES)**

SUBJECT

The County of Los Angeles (County) proposes to enter into two license agreements (Licenses) with the County of Ventura (Ventura) and the Los Angeles Department of Water and Power (LADWP) to continue their use of County property through (i) a proposed five-year license to Ventura at the County-owned communication site at Castro Peak in Malibu (Ventura License); and (ii) a proposed month-to-month license to LADWP at the County-owned Mission Canyon landfill (LADWP License).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Ventura and LADWP Licenses continued use and occupancy by Ventura at the Castro Peak telecommunication facility, and use and occupancy by LADWP on a portion of Mission Canyon Landfill, are exempt from the provisions of the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the records of the proposed activity.

2. Find that the proposed Ventura License and the proposed LADWP License are in the public's interest and the use will not substantially conflict or interfere with the use of each property by the County.

3. Authorize the Chief Executive Officer, or his designee, to execute the proposed Ventura License, for (a) the exclusive use of approximately 229 square feet of land for one shelter; and (b) 1,000 square feet of shared land, where Ventura co-locates on a tower owned by the California Highway Patrol, maintains a generator area, and uses approximately 224 square feet of a second shelter, which is equally shared with the County. The estimated first year base and road access fee is $24,218.56. In addition, Ventura will be required to pay the County its past due fee amount of $138,120.78, upon commencement of the proposed Ventura License. The estimated total fees for base fees, road access fees, and past due rent is $266,592, over the five-year term. The proposed Ventura License is for a term of five years with three automatic extensions of five years each. If the options are exercised, the total term will be 20 years and the total fees with past due rent to the County is approximately $794,996. The fees received will be deposited into the County's General Fund Non-Departmental Revenue account for Rents and Concessions (A01-CB-10004-8631).

4. Authorize the Chief Executive Officer, or his designee, to execute the proposed LADWP License for approximately 14,283 square feet of land, for LADWP's continued use to allow for equipment, parking, and construction staging on a portion of Mission Canyon Landfill. LADWP will be required to pay the County its past due fee amount of $450,000, upon commencement of the proposed LADWP License. If LADWP continues to use the licensed area for 12 months, the first year estimated revenue received by the County will be approximately $90,000, for a total amount of $540,000. If LADWP continues occupancy for all five years, the total fees and past due amount to the County are $900,000. The fees received will be deposited into the County's General Fund Non-Departmental Revenue account for Rents and Concessions (A01-CB-10004-8631).

5. Authorize the Chief Executive Officer, or his designee, to negotiate, approve, execute and/or grant any other consents, ancillary documentation, sublicenses, or future amendments, approved as to form by County Counsel, which are necessary to effectuate the proposed Ventura and LADWP Licenses, and the activities permitted under the proposed Ventura and LADWP Licenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed Ventura and LADWP Licenses are being presented to the Board of Supervisors (Board) together in this Board letter because they share several key similarities. Each involves long-term use of County-owned land for essential public-service infrastructure, each is currently in holdover and requires formalizing continued occupancy after the expiration of prior licenses, and each includes the collection of past-due fees owed to the County.

Both proposed Ventura and LADWP Licenses establish updated terms for continued use, responsibilities, and rights, and both Ventura and LADWP have received approval from their respective governing bodies. Combining the proposed Licenses with one Board letter streamlines the approval process thereby increasing the County's efficiency.

Ventura License:

Since 2009, Castro Peak has been a communication site in Malibu used by the County, Ventura, and the California Highway Patrol for telecommunication shelters that include a 20x10-foot communications building, a State-owned 80-foot tower, a State-owned standby generator, and other related ancillary equipment. Ventura allows the County's Fire Department to use a portion of one smaller telecommunication shelter at no cost to the County and partially uses California Highway Patrol's larger telecommunications tower exclusively for emergency services. Ventura also contributes to the road access fee, shared among the County, Ventura, and the State, which partly

offsets the County's required annual contribution. The license expired in August 2018, and while Ventura continued to use the portion of the land, Ventura maintains it cannot make any payment to the County without a valid agreement in place. The proposed Ventura License will allow Ventura to pay for the past due amounts and legally continue to use, operate, maintain, and repair the facilities.

The proposed Ventura License includes the following terms and provisions:
- A monthly base fee of $1,822.76 and a monthly road access fee of $170.89, for a total of $1,993.65 monthly.
- The base fee is subject to annual increases of 3 percent and the road access fee is subject to annual increases of 2.5 percent.
- Payment of past due amounts of $138,120.78 for the period through November 30, 2026.
- The proposed license includes a five-year term with three five-year options that may be exercised consecutively. The total term of the proposed License will be 20 years.
- The County and Ventura each have the right to terminate the proposed License at any time with 180-day advance written notice.
- A grace period is available at the County's sole discretion if Ventura remains in the licensed area at the same terms and conditions and the fees will be adjusted by the regular fixed annual increases.
- Ventura will be responsible for all utilities excluding telephone and telephone charges.
- The proposed Ventura License will commence upon the Board's approval and full execution.

The estimated five-year revenue to the County under the proposed Ventura License is $128,470.31. Ventura will also pay $138,120.78 for the past amounts due for the period through November 30, 2026. The total fees, including past due amount received by the County, will be $266,591.09 over the five-year term. If all options are exercised, the total term will be 20 years and the total fees and past due rent to the County is $794,996.

The proposed Ventura License is in substantially approved form and following approval as to form by County Counsel, will be executed by the County. Ventura's Board of Supervisors approved the proposed Ventura License on October 20, 2026.

LADWP License:

Since June 2017, LADWP has used approximately 14,283 square foot of unimproved land near the entrance of the County-owned former Mission Canyon Landfill under a license for construction, staging, and parking for its power pole replacement project supporting LADWP's electrical distribution system upgrades to power poles in the communities in the City of Los Angeles. LADWP's project is an integral part in helping maintain reliability in LADWP's electrical distribution system, support infrastructure replacement and upgrades, and mitigate wildfire hazards within the San Fernando Valley and Westside Los Angeles communities. The license expired in June 2019 and while LADWP continued to use the portion of the land, without a valid agreement in place, LADWP maintains it cannot make any payment to the County.

LADWP desires to continue to use the licensed property as the location is ideal and unique for its power pole replacement project. Due to preliminary plans to convert the site into a park, it took time to finalize the terms of the LADWP License, with LADWP agreeing to a month-to-month term. Further, in the event the area licensed to LADWP is needed for park development, the County will provide notice to LADWP to terminate, and all personal property and equipment to be removed and the site restored to its pre-existing condition.

The proposed LADWP License will enable LADWP to pay for the past due amounts and legally continue occupying the 14,283-square-foot lot and 50 parking spaces on a month-to-month basis for its transformer, cable, and power pole replacement project which includes construction lay-down, installation and use of restroom facilities, storage, and staging areas for staff, equipment, and materials. The transformer, cable, and power pole replacement project serves as a critical component in supporting LADWP's fire recovery operations within the Pacific Palisades wildfire areas, including, but not limited to, climate resiliency efforts such as undergrounding power lines and upgrading the distribution system/power poles and local stations within the Pacific Palisades.

The proposed LADWP License includes the following terms and provisions:
- A monthly fee of $7,500 which is not subject to annual increases.
- A past due amount of $450,000, for the period from June 5, 2018, to November 1, 2026.
- The proposed License term is month-to-month not to exceed five years from the proposed commencement date.
- The County and LADWP each have the right to terminate the proposed License at any time with 30-day advance written notice.
- A grace period is available, at the County's sole discretion, if LADWP remains on the licensed area at the same terms and conditions.
- LADWP will be responsible for all security, maintenance, and utilities.
- The proposed LADWP License will commence upon the Board's approval and full execution.

LADWP will pay the County $450,000, for the past due amounts for the period from June 1, 2018, through November 30, 2026, upon commencement of the proposed LADWP License. If LADWP continues to use the licensed area for 12 months, the first year estimated revenue received by the County will be approximately $90,000, for a total amount of $540,000. If LADWP continues occupancy for all five years, the total fees and past due amount to the County is $900,000.

LADWP's Board of Commissioners approved the proposed LADWP License on July 14, 2026.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – "Realize Tomorrow's Government Today" – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed Licenses are also consistent with the Strategic Asset Management Goal -Strengthen connection between service priorities and asset decisions and Key Objective No. 3. Optimize Real Estate Portfolio.

The proposed Licenses support the above goals and objective by maximizing the use of County-owned space to facilitate critical communication or electrical infrastructure to support emergency service response services while being fiscally responsible by generating revenue for the County.

FISCAL IMPACT/FINANCING

For the proposed Ventura License, the estimated first year base fee and road access fee are $24,218.56. In addition, Ventura will be required to pay County its past due fee amount of $138,120.78, upon commencement of the proposed Ventura License. The estimated total fees for

base fees, road access fees, and past due rent are $266,592 over the five-year term. If all options are exercised, the total fees and past due rent to the County are approximately $794,996.

For the proposed LADWP License, LADWP will pay the County $450,000, for the past amounts due, and a monthly fee of $7,500. If LADWP continues to use the licensed area for 12 months, the first year estimated revenue received by the County will be approximately $90,000, for a total amount of $540,000. If LADWP continues occupancy for all five years, the total fees and past due amount to the County are $900,000.

The revenue from both proposed Licenses will be deposited into the County's General Fund Non-Departmental Revenue account for Rents and Concessions (A01-CB-10004-8631).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Licenses are authorized by California Government Code Section 25526.6, which authorizes licensing County real property to any county or public agency, provided the conveyance is in the public interest and the conveyance does not interfere with the use of the property. The proposed Licenses are necessary for critical telecommunication services used by Ventura at its respective licensed area and electrical service infrastructure stored and installed by LADWP throughout the City of Los Angeles. Ventura's and LADWP's operations do not interfere with the use of County property by any County departments.

ENVIRONMENTAL DOCUMENTATION

The recommended actions to continue licensing space at the Castro Peak telecommunication facility to Ventura and at Mission Canyon Landfill to LADWP are categorically exempt from the provisions of CEQA, pursuant to section 15301 of the State CEQA Guidelines and Class 1 of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines, Appendix G which apply to licensing and operation of existing public facilities with negligible or no expansion of use. There is no change to the scope of activities under either of the two separate proposed Licenses from the existing scope. In addition, the proposed Licenses will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, the Chief Executive Office will file a Notice of Exemption for the proposed Licenses with the Registrar-Recorder/County Clerk and with the Office of Land Use and Climate Innovation, pursuant to section 21152 of the California Public Resources Code and will post the Notices to the County's website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not affect any current services and will not compromise public safety missions or disrupt vital, existing, communication services to the County.

Respectfully submitted,



Joseph M. Nicchitta

Chief Executive Officer

JMN:JG:JTC
JLC:ANR:MGR:RH:KG:ja

Enclosures

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

CASTRO PEAK COMMUNICATIONS SITE LICENSE

LICENSE NUMBER: XXXX

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (the "License"), is made and entered into in duplicate original this _____ day of _____, 2026,

BY AND BETWEEN	**COUNTY OF LOS ANGELES,** a body corporate and politic, hereinafter referred to as "Licensor";
AND	**COUNTY OF VENTURA**, hereinafter referred to as "Licensee";

RECITALS:

WHEREAS, Licensor owns certain real property commonly known as the Castro Peak Communication Site (**Site**), located at 928 Latigo Canyon Road in the City of Malibu, County of Los Angeles, California 90265 and identified as Assessor Parcel No. 4464-022-900 as shown in **Exhibit A,** attached hereto and incorporated herein by this reference (the **Real Property**); and

WHEREAS, Licensee currently operates a communication system on the Site pursuant to License Agreement No. **L-76946** dated February 17, 2009, amended as No. **76946-A1** on November 3, 2010, and which Licensee continues to use without paying any consideration since its expiration on August 18, 2018, for: i) the exclusive use of one communication shelter and ii) shared use of land and a second communication shelter; and

WHEREAS, Licensee also locates its antennas on certain positions of the communication tower owned by the State of California (State) California Highway Patrol (CHP) which is a Los Angeles County licensee on the same Site, via State Sublicense Agreement L-2410 and a memorandum of understanding, both of which Licensee continues to use; and Licensor has consented to Licensee renewing its sublicense with the State, incorporated herein by this reference (**Licensee Sublicense**), attached hereto as **Exhibit B** and incorporated herein by this reference, and Licensee and CHP desire to continue use of the Site; and

WHEREAS, road access and road maintenance by both Licensee and State to the Real Property is documented by the License for Road Access and Maintenance, executed between Licensor and LT-WR, LLC, owner of several parcels along the private Castro Peak Motorway, known as License **L-78110**, dated January 21, 2014, which has an initial five (5) year term and ten (10) additional five years options terms, incorporated herein and attached hereto as **Exhibit C**; and

WHEREAS, subject to Licensee paying back amounts due for its use of the Licensed Area as described herein, Licensee and Licensor desire to enter into this License on the Real Property in accordance with the terms and conditions prescribed herein;

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

1. LICENSED AREA

1.01 Licensor grants to Licensee the right to use (a) approximately 229 square feet of land for Shelter A and (b) 1,000 square feet of shared land where the Licensee co-locates on the CHP tower, maintains a generator area, and uses approximately 224 square feet of Shelter B, which is shared equally with the Licensor on the Real Property, commonly referred to as Castro Peak Communications Site (the **Licensed Area**), shown on **Exhibit D** attached hereto and incorporated herein by this reference.

1.02 Licensee acknowledges its personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Licensee accepts the Licensed Area in its as-is condition, and Licensor makes no warranty, express or implied, as to the suitability of the Licensed Area for any purpose.

1.03 Licensee may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other improvements to the Licensed Area at Licensee's expense, provided written approval thereof is first obtained from the Licensor's Chief Executive Office (**CEO**), which approval shall not be unreasonably withheld, conditioned, or delayed, and with permission complies with all terms and conditions of this License. Notwithstanding the foregoing, Licensee shall not be required to obtain approval for routine maintenance and replacement of equipment with substantially similar equipment of the same number and size.

1.04 Licensee hereby acknowledges the title of the Licensor or its successors in the Real Property and the Licensed Area, and covenants and agrees never to assail, contest, or resist said title. Licensee further agrees that Licensee's use and occupancy of the Licensed Area shall be in accordance with the terms and conditions of this License.

2. PURPOSE AND USE

2.01 The sole purpose of this License is to allow Licensee the right to continue use of the Licensed Area to use, maintain, repair and operate its two communication shelters, which also contains a 20 foot x 10 foot communication building (Vault), and a State-owned telecommunication tower (Tower), emergency generator building with generator, outdoor liquid petroleum (propane) fuel tank and other ancillary telecommunication equipment and/or service components. Both components are required to facilitate the operation of the State's communication system, (**Licensed Facility**), as shown in **Exhibit E**, attached hereto and incorporated herein by this reference.

2.02 The Licensed Area shall be used only for the purposes authorized by Section 2.01, and such other purposes as are directly related thereto, provided express written approval therefor as approved by the Licensor (collectively the **Licensed Activities**), and for no other purposes whatsoever.

2.03 Ownership of all improvements constructed by Licensee upon the Licensed Area and all alterations, additions or betterments thereto shall remain with Licensee until termination of this License. During the term of the License, Licensee, upon notification to Licensor, may remove or replace its Licensee Facility and Licensor hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise. Before termination of this License, Licensee is responsible for removal of all Licensee improvements and personal property pursuant to Sections 10.01(h) and 19.

2.04 The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to the Real Property for the public purposes to which it is now and may in the future, at the option of Licensee, be devoted, including but not limited to telecommunications. Licensee undertakes and agrees to use the Licensed Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Real Property by the Licensor outside of the boundaries of the Licensed Area. Licensor has developed and maintained other public uses of the Real Property adjacent to the Licensed Area including the telecommunication tower(s) of the Los Angeles Regional Interoperable Communications System (LA-RICS). Licensee shall make no claim against Licensor for any inconvenience resulting from any such activities or uses of Licensor.

3. **TERM**

3.01 The "Initial Term" of the License shall be for a period of five (5) years commencing upon the day of full execution of this License (the **Commencement Date**). After the Initial Term, there will be three (3) automatic extension options of five (5) years each, with such rights of termination as may be hereinafter expressly set forth. Unless Licensee gives prior written notice within sixty (60) days of the end of a term that it will not exercise its option, the License will automatically extend for an additional five (5) years until all three options are exercised.

3.02 Either party shall have the option of terminating this License at any time upon giving the other party notice in writing at least 180 days in advance of such termination.

3.03 If Licensee remains on the Licensed Area after termination of this License, at County's sufferance, it shall be at the County's sole discretion, which can be terminated on 15 days prior written notice (**Grace Period**). Use of the Licensed Area during this Grace Period shall be subject to the terms and conditions of this License and shall not create any possessory rights in Licensee or be construed to create a month-to-month tenancy.

4. **TERMINATION OF EXISTING LICENSE.** Licensee agrees that this License shall terminate immediately upon the termination of Communications Site License No. L-71733

between Licensor and the State of California, which is attached hereto as **Exhibit F** and incorporated herein by this reference.

5. CONSIDERATION

5.01 Licensee hereby agrees to pay as consideration for said license during the initial term hereof a monthly fee consisting of two components (a) "Base Monthly Fee" of $1,822.76 and (b) "Road Access Fee" of $170.89 (collectively, "Monthly Fee").

5.02 The first Monthly Fee payment shall be prorated for the number of days used during the month of the Commencement Date, due and payable at the end of the month following the Commencement Date, and thereafter the Monthly Fee will be payable in advance on the first (1st) day but no later than the fifteenth (15th) day of the month following each and every applicable year of the term hereof.

5.03 Additionally, Licensee owes the Licensor a fee for use of the Licensed Area from September 1, 2018 to November 30, 2026, in the amount of $138,120.78. Licensee agrees to make a lump sum payment of $138,120.78 prior to November 30, 2026. Should this License commence prior to November 30, 2026, the prorated amount of those days will be credited toward the new Monthly Fee. Failure to pay this past due amount shall give Licensor the right to terminate this License upon thirty (30) days' notice.

5.04 Payments shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to:

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

Licensee shall include, in the payment identification data section of its check stub, the License number and the site or building name and address.

5.05 **Default Method of Payment**: Direct Deposit or Electronic Funds Transfer

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

(b) The Licensee must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

(e) The delivery of this License and any indemnity provided in this License shall not directly, indirectly or contingently, obligate Licensee to levy any form of taxation or to make any appropriation. Any obligation of Licensee created by or arising out of this License shall not impose a debt or pecuniary liability upon Licensee, or a charge upon the general credit or taxing powers thereof but shall be payable solely out of legally available funds duly authorized and appropriated by the Licensee.

6. PAYMENT ADJUSTMENT

6.01 Commencing with the first anniversary of the Commencement Date of the License, and for each successive one-year period thereafter, including any holdover periods, the Monthly Fee components shall be subject to adjustment.

(a) The Base Fee set forth in Section 5.01(a) shall be subject to a three percent (3%) adjustment, and the Road Access Fee, set forth in Section 5.01(b) shall be subject to a two- and one-half percent (2.5%) adjustment.

6.02 Commencing as of the anniversary date indicated, the Monthly Fee schedule shall be adjusted according to the summary table as follows:

Castro Peak Communication Site			
Period Starting	**Monthly Base Fee**	**Monthly Road Access Fee**	**Total Monthly Fee**
12/1/2026	$ 1,822.76	$ 170.89	$ 1,993.65
7/1/2027	$ 1,877.44	$ 175.16	$ 2,052.61
7/1/2028	$ 1,933.77	$ 179.54	$ 2,113.31
7/1/2029	$ 1,991.78	$ 184.03	$ 2,175.81
7/1/2030	$ 2,051.53	$ 188.63	$ 2,240.16
7/1/2031	$ 2,113.08	$ 193.35	$ 2,306.43
7/1/2032	$ 2,176.47	$ 198.18	$ 2,374.65
7/1/2033	$ 2,241.77	$ 203.13	$ 2,444.90
7/1/2034	$ 2,309.02	$ 208.21	$ 2,517.23
7/1/2035	$ 2,378.29	$ 213.42	$ 2,591.71
7/1/2036	$ 2,449.64	$ 218.75	$ 2,668.39
7/1/2037	$ 2,523.13	$ 224.22	$ 2,747.35
7/1/2038	$ 2,598.82	$ 229.83	$ 2,828.65

7/1/2039	$	2,676.79	$	235.57	$	2,912.36
7/1/2040	$	2,757.09	$	241.46	$	2,998.55
7/1/2041	$	2,839.80	$	247.50	$	3,087.30
7/1/2042	$	2,925.00	$	253.69	$	3,178.68
7/1/2043	$	3,012.75	$	260.03	$	3,272.78
7/1/2044	$	3,103.13	$	266.53	$	3,369.66
7/1/2045	$	3,196.22	$	273.19	$	3,469.42
7/1/2046	$	3,292.11	$	280.02	$	3,572.13

7. TAXES AND ASSESSMENTS

7.01 The Parties acknowledge that the Licensed Area may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Licensee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon. If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area, which Licensee is, obligated to pay, Licensee will be in default of the License. Licensor reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by Licensor shall be repaid by Licensee to Licensor upon demand.

7.02 Licensee and Licensor agree that this is a license and not a lease and no real estate interest is being conveyed herein.

8. ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

8.01 Licensee shall make no renovations, alterations, or improvements to the Licensed Area other than to install, maintain and operate the Licensed Facility in accordance with the documentation attached hereto as **Exhibit G** and incorporated herein by this reference, without the prior written consent of Licensor, which permission shall not be unreasonably conditioned, delayed or denied. Licensor shall provide Licensee with its approval or disapproval of such proposed alterations or modifications (the "Request") in writing, within thirty (30) days of receipt of Licensee's Request, otherwise such Request shall be deemed denied.

8.02 Licensor shall assume no liability relating to the removal or other disposition of any of Licensee's personal property placed on the Licensed Area or obligation to perform any environmental remediation pertaining to any of Licensee's equipment or fuel holding facilities or other personal property, including without limitation fuel tanks and lines.

8.03 Licensee shall be responsible for all maintenance and repair costs associated with Shelters A and B.

9. **INSTALLATION**

Licensee agrees that Licensor may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment. Any third party granted rights by the Licensor shall comply with all noninterference rules of the FCC.

10. **OPERATIONAL RESPONSIBILITIES**

10.01 Licensee shall:

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

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

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

(d) Request prior permission for access and entry to the Real Property for vehicles over thirty-three thousand (33,000) pounds in writing from Licensor, LT-WR, and owner of the Access at least fifteen (15) business days prior to the desired date of use. Vehicles less than thirty-three thousand (33,000) pounds and with rubber tires shall be allowed along the Access without prior consent from the Licensor and its Access owner LT-WR.

(e) Assume the risk of loss, damage or destruction to the Licensed Facility and any and all fixtures and personal property belonging to Licensee that are installed or placed within the Licensed Area, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Licensor, its agents, employees or contractors.

(f) Repair or replace any and all Licensor property lost, damaged, or destroyed arising out of Licensee's activities. Should Licensee fail to promptly make such repairs, after written demand by Licensor, Licensor may have repairs made and Licensee shall pay the cost thereof.

(g) Maintain the Licensed Area to the satisfaction of Licensor to the conditions that existed at the Commencement Date of this License, other than for ordinary wear and tear or damage or destruction by the acts of nature beyond the control of Licensee. The Licensed Area shall be kept neat and clean by the Licensee and ready for normal use by Licensor and other users. Should Licensee fail to accomplish this following

notice from Licensor, Licensor may perform the work and Licensee shall pay the cost thereof upon written demand by Licensor.

(h) Upon expiration, cancellation, or other termination of this License, Licensee shall remove, subject to the provisions of Section 19 below and at no cost to Licensor, any and all equipment, personal property and improvements of the Licensee and restore the entire Licensed Area to its condition prior to the execution of this License, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of Licensee excepted; provided however, Licensor may approve in writing, any deviation from this requirement.

11. ACCESS

11.01 Licensor hereby grants to Licensee and Licensee-approved contractors, a nonexclusive right to use, at its sole risk, along with a Road Access Fee as described in Section 5.01 and Section 6 and during the term and option period of this License, the access road which serves the Licensed Area (the **Access**). Licensee and its approved contractors acknowledge and accept the present condition of the Access and accept that Licensor shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage resulting from any negligent or non-negligent acts pertaining to the use of the Access to the Licensed Area by Licensee or anyone acting on its behalf. Said right to use the Access shall be given only to Licensee's approved representative upon evidence of such approval being presented to Licensor. Licensee shall pay a Road Access fee as described in Section 5.01 to the Licensor for Licensee's access to the Real Property. Licensee acknowledges that Licensor cannot guarantee the use of the Access and that Licensor assumes no liability for or arising from any lack of Access or defect in the Licensee's ability to use the Access.

11.02 Licensee acknowledges and agrees that occasions may arise requiring Licensee to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall or any extraordinary fees related to a judgement placed upon Licensor related to the Access. Licensee hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Licensor and acknowledges and agrees that the details of any such clean-up or repair and associated cost shall be decided exclusively by the Licensor. Notwithstanding the foregoing, the Licensee's financial burden pursuant to this Section 11.02 shall not exceed fifty thousand dollars ($50,000) per incident.

12. EMERGENCY ACCESS

The Licensor and its authorized agents may access the Licensed Area at any time for the purpose of inspection and/or for making emergency improvements or repairs to the Licensed Area or to interrupt or terminate Licensee's transmission(s) from the Licensed Area should Licensee be unable or unwilling to respond to Licensor's request to take immediate action to correct any deficiency which threatens Licensor's operation on the Licensed Area, provided that Licensor shall endeavor to provide a 24 hour prior notice to Licensee and shall access the Licensed Area in the presence, if possible, of Licensee's representative, if provided by Licensee. Notwithstanding the foregoing,

Licensor shall not be required to provide notice to Licensee prior to entering the Licensed Area due to an emergency; provided, however, that under no circumstance shall the Licensor access Licensee's equipment cabinets. Licensor shall use its best efforts to minimize any inconvenience or disturbance to Licensee when entering the Licensed Area. Licensee shall reimburse Licensor, within thirty (30) days of receipt of Licensor's written request for Licensor's actual costs to correct any deficiency caused by Licensee or Licensee's equipment or operations.

13. INTERFERENCE

13.01 Licensee shall not use the Licensed Area in any way which interferes with the use of the Real Property by Licensor or Licensor's agents, invitees or other licensees who may occupy portions of the Real Property. Licensee shall be responsible for electromagnetic compatibility of the Licensee's equipment with the existing equipment at the Site belonging to the Licensor and its public safety agency partners ("Existing Licensees") and installed prior to the Licensee's equipment, all of which is public safety equipment. Licensor shall not be liable for any potential or actual electronics conflict. In the event any interference with equipment belonging to the Licensor, the State, the Los Angeles Regional Interoperable Communication Systems ("LA-RICS"), the Los Angeles County Sheriff Department, the Los Angeles County Fire Department, the Los Angeles Countywide Integrated Radio System ("CWIRS"), or Los Angeles Paramedic, is caused by Licensee's equipment or operations, Licensee shall be immediately notified of such interference and the Licensee shall meet promptly with the affected parties to cooperatively discuss and reach an agreement on how such interference will be resolved, and if Licensee is required to modify Licensee's equipment or operation, such modification will be completed within the given schedule for the agreed resolution or Licensee shall cease operation. Licensor acknowledges that Licensee's public safety communication equipment has some interoperability with Licensor and shall use its best efforts to facilitate cooperation between Licensee and other licensees to eliminate electronics conflicts. In the event that Licensor at its sole discretion requires Licensee to terminate its entire operation on the Licensed Area due to said interference, Licensee may resume operation, under the same terms and conditions of this License, once the interference has been eliminated as determined by Licensor in its sole discretion.

13.02 If during an emergency incident, Licensee's equipment causes any measurable interference with equipment owned by Licensor or an Existing Licensee (e.g. LA-RICS), Licensee will immediately cease operation, transmission or further use of Licensee's equipment until such time as the emergency incident or interference has ended. Licensee shall, however, be permitted to power up equipment for intermittent testing with notice.

Any interference and compatibility testing required hereunder to pinpoint and resolve radio interference shall be performed by a qualified technician representing the Licensee and a representative designated by Licensor and/or Licensor's other licensees. Each party shall bear the expense of such testing. If the Licensee's equipment is identified as the interferer, resolution of the interference shall be at the Licensee's sole expense.

14. UTILITIES

14.01 Licensee shall provide and pay for all necessary utilities serving the Licensed Area, excluding telephone and telephone charges. Licensee waives any and all claims against Licensor for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Licensed Area.

14.02 Licensee may underground, at its expense, all its electrical cables and wires running within the confines of the Licensed Area, as conditions permit and as agreed to by Licensor.

15. HOLD HARMLESS AND INDEMNIFICATION

15.01 This License is made upon the express condition that the Licensor is to be free from all liability and claims for damages by reason of any injury to Licensee, its employees, agents and invitees or property of any kind whatsoever and to whomsoever belonging from any cause or causes whatsoever while in, upon, or in any way connected with the Licensed Area during the term of this License any occupancy hereunder, holdover periods or any other occupancy of the Licensed Area by Licensee, except to the extent arising out of the negligence or willful misconduct of Licensor, its employees, agents, and invitees.

15.02 Licensee agrees to defend, indemnify, and hold harmless Licensor from all liability, loss, cost or obligation on account of or arising out of any such injury or loss to the extent arising out of the negligence or willful misconduct of Licensee, its employees, agents, and invitees while in, upon, or in any way connected with the Licensed Area.

15.03 In the event the parties to this License are named as codefendants in any litigation by third parties arising out of the rights and obligations of this License or indirectly related to this License the parties agree to cooperate in such litigation and, to the extent feasible, and where determined to be appropriate, use common legal counsel or authorize or direct tenders of defense under applicable insurance policies.

16. INSURANCE

16.01 Licensee has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The County of Ventura administers the general liability program.

16.02 Under this form of insurance, the Licensee and its employees (as defined in Section 810.2 Government Code) are insured for any tort liability that may develop through carrying out official activities, including official operations on non-Licensee-

owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the:

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF VENTURA
HALL OF ADMINISTRATION BUILDING, 4TH FLOOR
800 SOUTH VICTORIA AVENUE, L#1920
VENTURA, CALIFORNIA 93009

16.03 Claims arising from operations of a Licensee-owned vehicle should be forwarded to the:

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF VENTURA
HALL OF ADMINISTRATION BUILDING, 4TH FLOOR
800 SOUTH VICTORIA AVENUE, L#1920
VENTURA, CALIFORNIA 93009

A clear postmark date on an envelope or the received stamp by the Clerk of the Board of Supervisors for claims made by personal service will be deemed the date of presentation to the Board of Supervisors. Claims are not accepted via email.

17. LIABILITY

Licensor shall not be liable for any consequential events (including without limitation bodily injury, death, personal injury or property damage) related to, arising or resulting from any failure, interruption or disturbance to Licensee's Licensed Activities, which arises, in whole or in part, from Licensor-inflicted damage to the Licensee's Licensed Facility.

18. NOTICES

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

County of Ventura
PWA Real Estate Services
800 S. Victoria Ave #1640
Ventura, California 93009
Attention: RES
Telephone:805-561-0939
Email: PWA.Leasenotifications@venturacounty.gov

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

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

County of Los Angeles Chief Executive Office
Real Estate Division, County-Owned Section
555 W. 5th St., 36th Floor
Los Angeles, California 90013
Attn: Joyce Chang, Senior Manager
Phone: (213) 974-3078

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. **LICENSED FACILITY REMOVAL**

Licensee shall remove its Licensed Facility and all other of Licensee's improvements and other property from the Licensed Area and the Real Property, and restore the Licensed Area to its original condition that existed prior to entering into License Agreement No. **L-76946** dated February 17, 2009, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of Licensee excepted, on or before the expiration of this License, unless this License is otherwise terminated or cancelled prior to the expiration date provided herein, in which case Licensee shall remove from the Licensed Area and the Real Property all of its Licensed Facility and personal and real property and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of Licensee excepted, within ninety (90) days after the cancellation. If weather conditions, lack of access to the Licensed Area or the processing of local demolition permits render the timely removal of Licensee's Licensed Facility, improvements and other property impossible, then Licensee shall have thirty (30) days from the earliest date on which access or local permit is obtained in which to comply with this provision.

If Licensee does not timely remove the entirety of its Licensed Facility, improvements, and other property from the Licensed Area and the Real Property within the time provided in Section 19 hereof, Licensor may, but shall not be required to, remove at Licensee's expense Licensee's Licensed Facility, improvements and all other property. Licensee shall reimburse Licensor within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal or real property. Licensor shall incur no liability for any damage to Licensee's Licensed Facility during removal or storage.

20. **INDEPENDENT STATUS**

This License is by and between Licensor and Licensee and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Licensor and Licensee. Licensee understands

and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of Licensee pursuant to this License.

21. EMPLOYEES

All references to the "Licensee" in this License are deemed to include Licensee's employees, agents, contractors and anyone else involved in any manner in exercise of the rights herein given to the undersigned License.

22 AMENDMENT AND ASSIGNMENT

This License is designated only to Licensee in accordance with the requirements outlined in Section 1.04. In the event Licensee shall attempt to assign the same in whole, or transfer in part without the express written consent of Licensor, all rights hereunder shall immediately terminate.

23 DEFAULT

Licensee shall make all payments to Licensor without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or Licensor to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated. Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Section. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed-upon time frame, the non-defaulting party may terminate immediately.

24 WAIVER

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

24.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The

rights, powers, options, and remedies given either party by this License shall be cumulative.

25 HAZARDOUS MATERIALS

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

26 ENFORCEMENT

Licensor shall be responsible for the enforcement of this License on behalf of Licensor and shall be assisted therein by those officers, employees, or committees of Licensor having duties in connection with the administration thereof.

27 DAMAGE OR DESTRUCTION

If the Licensor, at its sole discretion, determines that 1) the Licensed Area is damaged by fire, incidents of war, earthquake, or other act of nature to the extent that the Licensed Area cannot reasonably repaired within forty-five (45) days of the damage, or 2) said damage will disrupt Licensee's operations on the Licensed Area for over forty-five (45) days, then either Licensor or Licensee may terminate this License upon fifteen (15) days' prior written notice to the other party. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License. Notwithstanding the foregoing, the Annual Fee shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Licensed Area is impaired.

28 SOLICITATION OF CONSIDERATION

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

28.02 Licensee shall immediately report any attempt by a Licensor officer, employee or agent to solicit such improper consideration. The report shall be made either to the Licensor manager charged with the supervision of the employee or to the Licensor Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

29 CONFLICT OF INTEREST

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

30 AUTHORIZATION WARRANTY/SIGNATURE AUTHENTICITY CLAUSE

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

31 GOVERNING LAW, JURISDICTION, AND VENUE

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

32 COMPLIANCE WITH APPLICABLE LAW

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

33 COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

33.04 If the Licensor finds that any of the above provisions of this section 33 have been violated, such violation shall constitute a material breach of this License upon which the Licensor may terminate or suspend this License.

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

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

34 NON-EXCLUSIVITY

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

35 PUBLIC RECORDS ACT

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

35.02 Any documents submitted by the Licensee and all information obtained in connection with the Licensor's right to inspect Licensed Area become the exclusive property of the Licensor. All such documents become a matter of public record.

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

36 OTHER TERMS AND CONDITIONS

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

36.02 Habitation. The Licensed Area shall not be used for human habitation.

36.03 Non-Interference. Licensee shall not use the Licensed Area in any way which interferes with the use of the Real Property by the Licensor, or lessees or licensees of Licensor, with equipment installed prior to Licensee's installation of the Licensed Facilities. Similarly, the Licensor agrees to use best efforts to ensure that its use of the Real Property and the use of the Real Property by its lessees, licensees, employees, invitees or agents will not in any way interfere with the operation of Licensee's then-current Licensed Facilities ("Prohibited Interference").

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

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

36.06 Security Devices. Licensee, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting

the Licensed Area from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

37 LICENSEE'S STAFF AND EMPLOYMENT PRACTICES

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

37.02 The CEO may at any time give Licensee written notice to the effect that the conduct or action of a designated employee of Licensee is, in the reasonable belief of the CEO, detrimental to the interest of the Licensor or the Real Property. Following CEO's written notice thereof, Licensee shall, at CEO's sole discretion: (1) terminate such employee's work assignment or (2) meet with representatives of the CEO to consider the appropriate course of action with respect to such matter, and Licensee shall take reasonable measures under the circumstances to assure the CEO that the conduct and activities of Licensee's employee will not be detrimental to the interest of the Licensor and/or the Real Property.

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

38 BANKRUPTCY

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

39 TRANSFER

Licensee acknowledges that the rights conferred herein are specific to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License. Licensee acknowledges and agrees that Licensor may terminate this License or assign or otherwise transfer its interest in this License to the Los Angeles Regional Interoperable Communication Systems ("LA-RICS") or any other entity, organization, or governmental agency that the Licensor, in its sole discretion, may select, if the Licensor transfers its interest in or responsibility for the Castro Peak Communication Site (which

includes the Licensed Area) to LA-RICS or any other entity.

40 INTERPRETATION

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

41 ELECTRONIC SIGNATURES

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered and had been signed using a handwritten signature. Licensor and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

42 ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and Licensor of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles Licensor Code has caused this License to be executed on its behalf by the CEO, the day, month and year first above written.

LICENSEE

COUNTY OF VENTURA

By: _____
Joan Araujo, Director
Central Services
Public Works Agency

LICENSOR

COUNTY OF LOS ANGELES

JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
JOHN T. COOKE
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWN R. HARRISON
County Counsel

By: _____
Roberto Saldaña
Senior Deputy Counsel

EXHIBIT A



TELECOMMUNICATIONS VAULT AND TOWER LICENSE

Location of Licensed Premises:
Castro Peak Radio Site Los Angeles County
Agency: California Highway Patrol Real Property Number: 11598 SPI Number: 897

License No.: L-2410

Project No.: 4910

Licensee: County of Ventura

This License Agreement, hereinafter referred to as "License", dated August 13, 2025, for reference purposes only, by and between the State of California at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", and County of Ventura, a subdivision of State government, hereinafter referred to as "Licensee". State and Licensee may also be referred to as "Party" or "Parties".

RECITALS

WHEREAS, pursuant to Section 14670.12 the director of DGS may let any real property owned by the state not exceeding five acres for a period not to exceed 25 years, to governmental entities to further the state's mission for providing emergency services; and

WHEREAS, with the consent from the master landlord, County of Los Angeles (County) and pursuant to terms and conditions of State's underlying Master Communication Site License (License No. 71733) with the County, Commencing upon full execution of the Master Communication license and expiring January 31, 2043, State has under its jurisdiction licensed from the County certain real property containing telecommunication facilities in the County of Los Angeles, State of California, commonly referred to as "Castro Peak Communications Site"; and

WHEREAS, pursuant to the above License, State may sublet part of Castro Peak licensed by the State, based on and limited by the terms and conditions as given by County to the State per License No. 71733; and

WHEREAS, Licensee desires to License a portion of the CHP tower described herein from State for telecommunications purposes; and

WHEREAS, it is in the best interests of State that such a License be consummated between State and Licensee on the terms and conditions herein contained;

NOW THEREFORE, the parties agree to the provisions of the License set forth herein as follows:

Section 1: Site Specific Provisions
Section 2: Telecom Specific Provisions
Section 3: Standard Provisions

SECTION 1 – SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY DESCRIPTION

1. State does hereby License to Licensee, and Licensee hereby hires from State, upon the terms, agreements, and conditions hereinafter set forth, those certain premises situated within the Castro Peak Communications site, County of Los Angeles, State of California, as outlined in Exhibit "A", consisting of two (2) pages, attached hereto and made a part hereof, hereinafter referred to as "Premises" and more particularly described as follows:

Licensee's Facilities: a portion of the tower space owned by CHP, consisting of and described in Licensee's "Radio Vault Space Application" (State Form TD-311), dated April 16, 2024 and approved March 24, 2025, attached as Exhibit B.

Antenna Spaces on the State-owned Tower: five (5) Omni Dipole antennas at the 55', 65', and two (2) at the 80' level; two (2) 2' microwave dishes at the 25' and 70' levels; three (3) 3' microwave dishes at the 26' 47' and 75' levels; one (1) 5' panel antenna at the 73' level; two (2) 6' microwave dish at the 30' and 42' levels; and two (2) 8' microwave dishes at the 37' and 40' levels.

USE

2. (a) The Premises shall be used during the term hereof solely and only for the purpose of installing, operating and maintaining telecommunications equipment and any other related equipment, improvements and appurtenances, in accordance with terms and conditions of this License, and for no other reason whatsoever.

Licensee shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the Premises.

TERM

3. (a) The Term of this License shall be for five (5) years, commencing on October 1, 2025, and expiring September 30, 2030, with such rights of termination as may be hereinafter expressly set forth.

EARLY TERMINATION

4. State and Licensee agree that either party may terminate this License at any time and for any reason during the term hereof by giving written notice to the other party one hundred ninety (90) days prior to the date when such termination shall become effective.

If Licensee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a thirty (30) day month, and on the actual number of days Licensee occupies the Premises following the effective date of termination.

State reserves the right to terminate the License immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the "Notices" provisions of this License.

SECTION 1 – SITE SPECIFIC PROVISIONS

PAYMENTS

5. (a) State has determined Fair Market Value for vault space pursuant to the State's Lease Rate Guidelines FY 24/25. Licensee shall make base payments for the Premises, monthly in advance, to State within ten (10) days of the first of each month as identified in the rent schedule below:

Year	Start Date		End Date	Payment/Mo
Initial Term				
1	October 1, 2025	to	September 30, 2026	$1,502.00
2	October 1, 2026	to	September 30, 2027	$1,547.00
3	October 1, 2027	to	September 30, 2028	$1,593.00
4	October 1, 2028	to	September 30, 2029	$1,641.00
5	October 1, 2029	to	September 30, 2030	$1,691.00

Rent Payments shall be made payable to:

California Highway Patrol
Accounts Receivables (L-2410)
P. O. Box 942898
Sacramento, CA 94298-0001

Licensee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Licensee.

UTILITIES

6. State makes no guarantee as to the reliability of the electrical services. State shall supply and Licensee shall receive commercial power service, as well as emergency standby power service from State's generator in said vault during any interruptions to the regular electric service. State shall not, however, undertake to supply said emergency standby service except when the same shall be required for State's use at the facility.

State shall have the right to periodically review Licensee's usage of power. If usage is determined to be excessive, Licensee and State agree to either revisit rent schedule to mitigate for such usage, or address issue through installation of an additional panel at Licensee cost.

State makes no guarantees as to continued reliability of generator's standby power service. State shall not be liable to Licensee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State's control. Licensee shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind.

NOTICES

7. (a) All notices or other communications required or permitted hereunder shall be in writing, with License Number L-2410 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

SECTION 1 – SITE SPECIFIC PROVISIONS

State **Department of General Services**
Real Estate Services Division
Lease Management, L-2410
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Office: (916) 375-4171
Email: leasemanagement@dgs.ca.gov

With Copies to: **California Highway Patrol**
Telecommunications Section – Leasing
601 N. 7th Street - Building C
Sacramento, CA 95811-0208
Phone: (916) 843-4200
Email: chptelecomleasing@chp.ca.gov

To Licensee: **County of Ventura**
Attn: Public Works
800 S. Victoria Ave., Suite 1640
Ventura, CA 93009
Telephone: 805.654.2026
Email: PWA.Leasenotifications@ventura.org

(b) Notice of a change of address or a change of telephone number shall be given by written notice in the manner described in this Section. Licensee is obligated to notice all State of California offices listed below and the failure to provide notice to all such offices will be deemed to constitute a lack of notice.

IMPROVEMENTS AND MODIFICATIONS

8. Licensee at its sole cost and expense may, subject to the fees assessed Licensee for changes as stated in Section 2, Paragraph 13, "Technical Analysis Fees" and Section 2, Paragraph 14, "License Modification Fees hereof, from time to time during its tenancy of the Premises:

(a) Connect wires and equipment to lines adjoining the Premises. All work done by Licensee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of State or anyone claiming under it and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install and use in, upon, and under, and remove from the Premises such wires, equipment and other property of whatsoever kind and nature as Licensee deems necessary consistent with the purpose of this License as set forth in the "Use" Section hereof.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Licensee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

SECTION 1 – SITE SPECIFIC PROVISIONS

IMPROVEMENTS AND MODIFICATIONS (CONT)

(d) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement, and will be subject to written approval by State.

State will not unreasonably withhold such approval. Such approval by State will not constitute approval of any communication equipment installed or to be installed by Licensee and will not relieve Licensee of the obligation of complying with any and all terms and conditions of this License; Licensee shall notify State thirty (30) days prior to the actual construction.

HOLDING OVER & LICENSE RENEWAL

9. With the exception of the License extension option periods described in "Term" Clause of this License, any holding over by Licensee after expiration or termination of this License shall not be considered as a renewal or extension of this License.

The occupancy of the Premises after the expiration or termination of this License shall constitute a month-to-month tenancy, and all other terms and conditions of this License shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject, at the State's sole discretion, to a rent increase of three percent (3%) of the ending rent, rounded to the nearest dollar, payable monthly in advance.

State offers and Licensee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Licensee beyond the term stated above or as said term is reduced as provided herein.

CLEAR TITLE

10. At the termination of this License or in the event of a breach of the terms of this License by Licensee resulting in the early termination of this License, Licensee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.

End of Section 1

SECTION 2 – TELECOM SPECIFIC PROVISIONS

ROAD ACCESS AND FEES

11. Licensee shall have the non-exclusive right of ingress and egress from the terminus of the access road to the above-described Premises, provided that Licensee presents State with prior notice of access at least 24 hours in advance. Notwithstanding the foregoing, in the event of an emergency, Licensee shall not be required to provide prior notice to State; otherwise, Licensee shall provide notice to State of such access within three (3) business days.

    Should Licensee's aforementioned access be unavailable for any reason, State agrees to work diligently with Licensee to provide pedestrian and vehicular ingress, egress, and access to and from the Premises.

    Only Licensee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If Licensee's communications equipment is operated or maintained by anyone other than its regular employees or authorized agents, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

CHANGE IN EQUIPMENT

12. Licensee shall submit a new TD-311 Radio Vault Space Application at the time of any additional equipment installation or modification of equipment as outlined in Section 1, Clause 8, Improvements & Modifications; Section 2, Clause 13, Technical Analysis Fees, and Section 2, Clause 14, License Modification Fees. Said "TD-311 Application" is available upon request.

    Licensee shall not cause or permit any change of any equipment installed by Licensee in the Premises, including power outputs or changes in the use of the frequencies described in the equipment application, except upon making a written request to State for each such transaction and then to obtain State's prior written consent. Such consent is subject to fees described in Section 2, Clause 13, Technical Analysis Fees, and Section 2, Clause 14, License Modification Fees.

TECHNICAL ANALYSIS FEES

13. Any change in Licensee's approved communication equipment requires technical approval from California Office of Emergency Services (CalOES), Public Safety Communications (PSC) consistent with the "Elimination of Interference" Paragraph 6 of this Section 2. To initiate approval for a change or modification of equipment, Licensee must first contact CHP to obtain a current TD-311 application form. Licensee must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and administrative fees).

LICENSE MODIFICATION FEES

14. An administration fee may be assessed for any action originated by Licensee requiring License administration staff work by State, such as but not limited to, name changes, assignments of License or changes in equipment which result in an amendment to, or assignment of this License. To initiate such services, Licensee must submit a written request to State. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. Licensee will be required to remit the administration fee to State's address listed in the "Notices" Section of this License or otherwise directed in writing.

SECTION 2 – TELECOM SPECIFIC PROVISIONS

ELECTRONIC EQUIPMENT STANDARDS

15. With regard to specific site standards and any other statues pertaining to the use of electronic equipment: Licensee agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements.

If Licensee was in occupation under a previous Lease, Licensee shall have one hundred and ninety (90) days from the commencement of this License to conform to any new site standards. Licensee shall display on each piece of equipment the emergency contact information.

Licensee shall not be responsible in any manner for the maintenance and repair of the State's equipment or its political subdivisions located within the Premises. State shall be solely responsible for the installation, operation, maintenance, and removal of State's equipment located within the Premises.

ELIMINATION OF INTERFERENCE

16. (a) In the event Licensee's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the State, or any pre-existing tenant at the State's facility, Licensee shall, at its sole cost and expense, immediately cease the interfering installation or operation, except for intermittent testing coordinated with the State. In the event of Licensee's inability or refusal to immediately cease such interference, State may at its option, immediately terminate this License and evict Licensee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment at State's facility, by such equipment installed, or by changes to said equipment, shall be made at the sole cost of Licensee by a qualified technical person representing Licensee and a representative designated by State. If the test is satisfactory to both the technical person and State representative, a certification of such test signed by both the technical person and State representative will be forwarded to State at locations indicated in "Notices" Paragraph hereof. All reasonable and documented costs incurred by State to conduct compatibility testing will be reimbursed to State by Licensee within thirty (30) days of receipt of a bill from State.

Should payment not be received, State may at its option, immediately terminate this License and evict Licensee.

(c) Any interference with State's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Licensee's equipment. Failure to do so immediately after being notified of such interference could be grounds for immediate termination of License and eviction of Licensee.

WORKMANSHIP STANDARDS

17. The installation and maintenance of the electronic equipment of Licensee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by State and be satisfactory to State.

SECTION 2 – TELECOM SPECIFIC PROVISIONS

DISPOSITION OF LICENSEE'S PERSONAL PROPERTY

18. (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by Licensee shall remain the property of Licensee and shall be removed by Licensee, at its sole cost and expense within sixty (60) days after expiration or earlier termination of Licensee's tenancy.

(b) Should Licensee fail to remove said equipment and personal property within sixty (60) days after expiration or termination of the License, State may do so at the risk of Licensee. Upon written demand by State, Licensee shall immediately pay all costs and expenses of the removal of Licensee's personal property and equipment.

(c) Licensee may, however, with written consent of State, abandon in place any and all of Licensee's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

LICENSEE GUARANTEES

19. Licensee hereby guarantees any and all work or services performed by Licensee or Licensee's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State's facilities. Should the interruption or failure of State's existing computer or building support systems occur due to, or in any way be connected with Licensee's installation and/or maintenance of Licensee's equipment, all costs to repair or replace State's existing systems will be the sole responsibility of Licensee and payable upon demand.

End of Section 2

SECTION 3 – STANDARD PROVISIONS

PERMITS AND APPROVAL

20. The parties agree that Licensee's ability to use the Premises is dependent upon Licensee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Licensee at no expense to State, in Licensee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

In the event that (i) any of such applications for such certificates, permits, licenses, and other approvals should be finally rejected; (ii) any certificates, permits, licenses, and other approvals issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such certificates, permits licenses, and other approvals may not be obtained in a timely manner, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to State, in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee. All rentals paid to said termination date shall be retained by State. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to State.

DEFAULT

21. Licensee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Licensee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Licensee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this License due to a Licensee default, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Licensee 's expense all property there from and to repossess and occupy the Premises. In the event State terminates this License pursuant to this Clause, State shall not be required to pay Licensee any sum or sums whatsoever.

COMLIANCE WITH LAWS

22. Licensee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

SECTION 3 – STANDARD PROVISIONS

FAILURE TO PERFORM

23. In the event of the failure, neglect, or refusal of Licensee to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by Licensee, State will, at its option, have the right to do and perform the same, and Licensee hereby covenants and agrees to pay State the cost thereof on demand.

ASSIGNMENT, SUBLET, CHANGE IN USE

24. This Agreement may be sold, assigned or transferred by Licensee without any approval or consent of State to Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization.

As to other parties, this License may not be sold, assigned or transferred without the written consent of State, which consent will not be unreasonably withheld or delayed.

RIGHTS RESERVED BY STATE

25. (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Licensee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Licensee.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space in State's building or on said facility.

PROHIBTED USES

26. Licensee shall not commit, suffer or permit any waste or nuisance on the Premises or on State property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by Licensee is permitted at the Premises. Licensee agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by State. Licensee agrees that it shall at all times exercise due diligence in the protection of the Premises and State's property against damage or destruction by fire or other cause.

AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT

27. Licensee shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

SECTION 3 – STANDARD PROVISIONS

By signing this License, Licensee assures State it complies with the Federal and State statutes described above, prohibiting discrimination on the basis of disability. Licensee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

FIRE AND CASUALTY DAMAGES

28. State will not keep improvements which are constructed or installed by Licensee under the provisions of this License insured against fire or casualty, and Licensee shall make no claim of any nature against State by reason of any damage to the business or property of Licensee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

AUDIT

29. Licensee agrees that the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any of Licensee's non-redacted records and supporting documentation pertaining to the performance of this License. In the event State discovers any irregularities in Licensee's revenue statements Licensee shall bear all costs associated with said audit.

    Licensee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include in any sublicense a similar right of the State to audit records and interview Sublicensee related to any performance of this License.

    State may audit Licensee's accounting books at any time upon reasonable request. Further to the extent Licensee provides State with proprietary information, State will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions.

    Licensee understands the State is subject to the Public Records Act.

ACTS OF NATURE

30. If any of Licensee's improvements or equipment is destroyed by acts of nature, Licensee may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and consumes no more electrical power. Licensee shall immediately notify State of such items and the date the replacement is complete.

HAZARDOUS SUBSTANCE

31. Licensee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

    (a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, and costs, as a result of Licensee's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Licensee shall indemnify, defend, and hold harmless any of these individuals against such liability.

SECTION 3 – STANDARD PROVISIONS

HAZARDOUS SUBSTANCE (CONT)

(b) Where Licensee is found to be in breach of this Paragraph due to the issuance of a government order directing Licensee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Licensee or any person acting under Licensee's direct control and authority, Licensee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

CONDITION OF PREMISES

32. Licensee is aware of the current condition of the Premises and accepts the Premises in "as is" condition. Licensee accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to State the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of nature, excepted.

Licensee shall not call on State to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

TAXES AND ASSESSMENTS

33. Licensee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this License.

It is understood that this License may create a possessory interest subject to property taxation and Licensee may be subject to the payment of property taxes levied on such interest.

VACATING THE PREMISES

34. Licensee shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to State, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Licensee will schedule and perform a walkthrough with the Facility Manager to be sure the Premises is left in acceptable condition/

NON-DISCRIMINATION

35. (a) In the performance of this License, Licensee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

Licensee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 3 – STANDARD PROVISIONS

(c) Licensee shall comply with the provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full.

Licensee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Licensee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by State setting forth the provisions of this Fair Employment Practices Section (GC Section 12920-12994).

(d) Remedies for willful violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this License and any loss or damage sustained by State by reason thereof will be borne and paid for by Licensee.

INSURANCE

36. Prior to, or at License execution, Licensee shall furnish to State a certificate of insurance, along with all policy endorsements, with State's License Number (L-2410) indicated on the face of said certificate or endorsement, issued to State with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Licensee shall maintain general liability coverage with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least $500,000. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

Licensee shall maintain motor vehicle liability with limits of not less than $1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability

SECTION 3 – STANDARD PROVISIONS

arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

WORKERS' COMPENSATION

Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of $1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Licensee shall ensure that the following general requirements are met:

a. Insurance Companies must be acceptable to DGS-Office of Risk and Insurance Management.

b. Coverage needs to be in-force for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.

c. Licensee shall notify State within five business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.

d. Licensee is responsible for any deductible or self-insured retention contained within the insurance program.

e. In the event Licensee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.

f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.

g. If Licensee is self-insured in whole or in part as to any of the above-described types and levels of coverage, Licensee shall provide State with written acknowledgment of this fact at the time of the execution of this License. State may require financial information to justify Licensee's self-insured status.

If, at any time after the execution of this License, Licensee abandons its self-insured status, Licensee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

SECTION 3 – STANDARD PROVISIONS

HOLD HARMLESS INDEMNIFICATION

37. This License is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Licensee, or property of any kind whatsoever and to whomsoever belonging, including Licensee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Licensor any occupancy hereunder, holdover periods or any other occupancy of the Premises by Licensee, except those arising out of the sole negligence or willful misconduct of State, its employees, agents, and invitees.

    Licensee agrees to defend, indemnify, and hold harmless State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

LOSSES

38. State will not be responsible for losses or damage to personal property, equipment or materials of Licensee and all losses shall be reported to State immediately upon discovery.

DEBT LIABILITY DISCLAIMER

39. State, including but not limited to the State's General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of Licensee, its heirs, successors or assignees.

    State and its agencies, departments and divisions will not be liable for and will be held harmless by Licensee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by Licensee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Licensee. State has no obligation to defend or undertake the defense on behalf of Licensee or its heirs, successors or assignees.

RELOCATION

40. (a) In the event that State terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against State for damages or other relief should the License be terminated, and waives any such claims it may have.

    (b) In the event subleasing, under the terms of this License, is permitted, Licensee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Licensee for damages and costs resulting from claims for relocation payments by Sublicensee.

    (c) Notwithstanding the foregoing paragraph, in the event State determines during the term of the License that the Premises will interfere with planned operations and construction of State facilities, then State shall have the right, upon no less than ninety (90) days written notice to Licensee, prior to the commencement of any construction implementing State's development plans, to relocate Licensee's Premises as defined in the License. In such case, State shall be responsible to reasonably coordinate with Licensee in connection with the relocation of the Premises to a new location within the property of State.

SECTION 3 – STANDARD PROVISIONS

In the event State is unable to relocate Licensee within the facility grounds, State, upon 180 days written notice, may require Licensee to leave State premises.

SMOKING RESTRICTIONS

41. Smoking is not allowed in or upon the Premises. Licensee will enforce the smoking prohibition upon its clients, employees, invitees, and patrons.

Licensee, its employees, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Licensee, its employees, invitees, contractors, or patrons, including State's out-of-pocket expenses for same.

RECORDING

42. Licensee shall not record this License or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Licensee hereunder.

AUTHORITY TO CONTRACT

43. Each individual executing this License on behalf of said Licensee shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this License on behalf of said Licensee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

PARTNERSHIP DISCLAIMER

44. Licensee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

CEQA

45. Any physical changes made to the improvements by Licensee or its agents shall comply with the California Environmental Quality Act (CEQA).

BANKRUPTCY

46. In no event shall this License or the leasehold estate become an asset of Licensee in bankruptcy, receivership or other judicial proceedings. Licensee shall be in default under this License in the event of any of the following: (a) Licensee becomes insolvent or makes an assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by or against Licensee; (c) a writ of execution is levied against this License or the leasehold estate; or (d) Licensee abandons or vacates or does not continuously occupy or safeguard the Premises.

AMENDMENTS AND MODIFICATIONS

47. No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

MUTUAL CONSENT

48. Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the parties hereto in writing.

FORCE MAJEURE

49. If either Licensee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 3 – STANDARD PROVISIONS

Nothing in this Paragraph shall excuse Licensee from prompt payment of any rent, taxes, insurance or any other charge required of Licensee, except as may be expressly provided in this License.

WAIVER

50. If State waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by State to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease State's right to insist thereafter upon strict performance by Licensee.

    Waiver by State of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized State representative.

ENTIRE AGREEMENT

51. This License and its exhibits constitute the entire agreement between State and Licensee. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

PARAGRAPH HEADINGS

52. All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.

SEVERABILITY

53. If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

SEPARATE COUNTERPARTS

54. This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this License and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this License. In the event the License is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.

SUPERSEDURE

55. This License supersedes and voids any prior license, License or agreement between State and Licensee identified in this License with regards to the Premises.

BINDING

56. The terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

ESSENCE OF TIME

57. Time is of the essence for each and all of the provisions, covenants and conditions of this License.

RUSSIAN SANCTIONS

58. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

SECTION 3 – STANDARD PROVISIONS

The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

End of Section 3

IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA
APPROVED:

DIRECTOR OF DEPARTMENT OF GENERAL SERVICES

By: Trevor Johnson Digitally signed by Trevor Johnson Date: 2025.08.20 13:58:58 -07'00'

Trevor Johnson, Assistant Chief
State Owned Leasing and Development

LICENSEE:

COUNTY OF VENTURA

By: Joan Araujo

Joan Araujo, Director
Central Services
Public Works Agency

Date: 8/13/25

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND DEVELOPMENT

By: Kimberley Tsumura Digitally signed by Kimberley Tsumura Date: 2025.08.20 08:32:19 -07'00'

Kimberley Tsumura
Senior Real Estate Officer

CONSENT:

CALIFORNIA HIGHWAY PATROL

By:

J.D. Saccani
Assistant Chief
Administrative Services Division

Dated: 08/19/2025

Exhibit A

L-2410 Tower Layout
(page 1 of 2)



Exhibit A

L-2410 Tower Layout

(page 2 of 2)

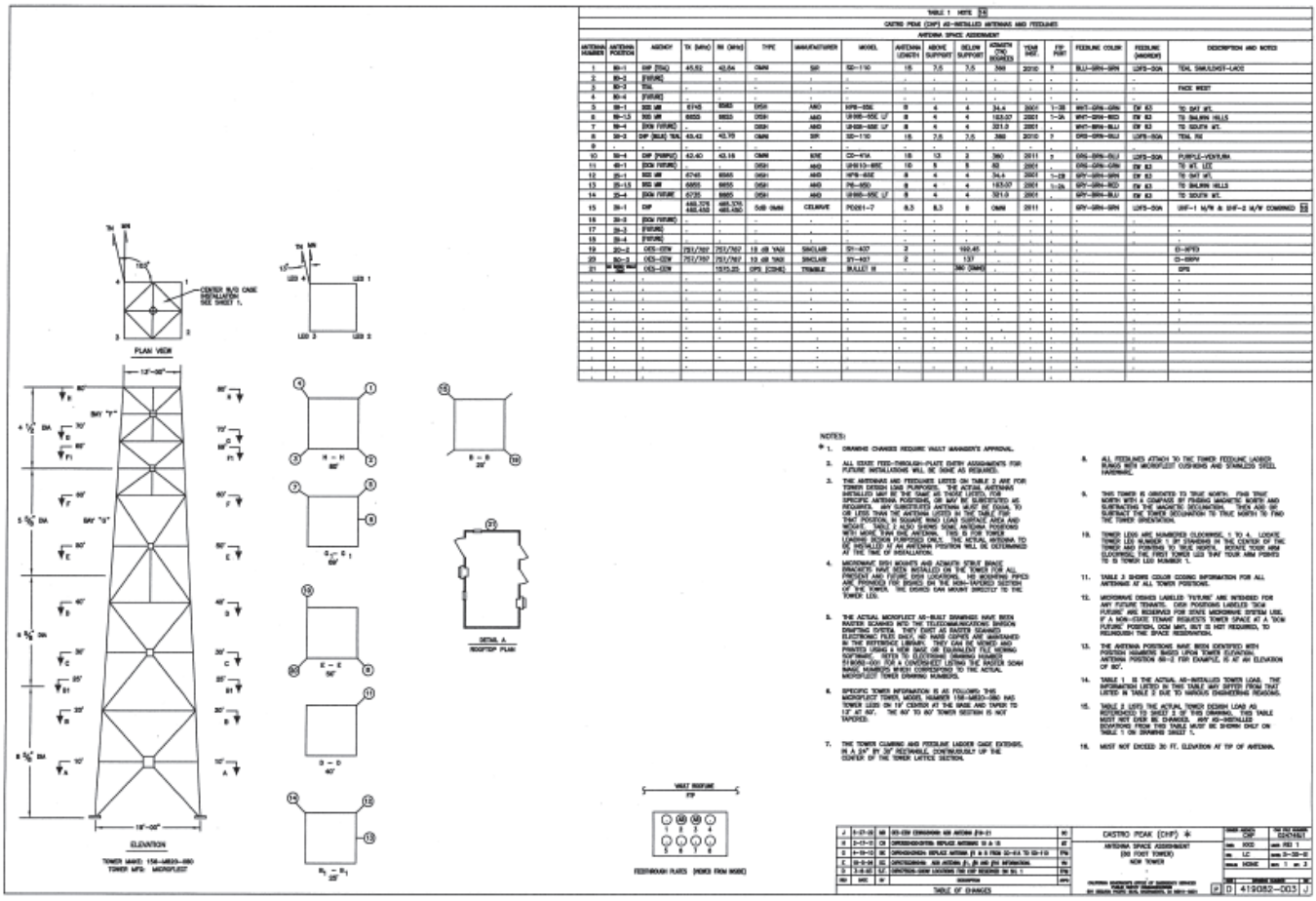


Exhibit B

Approved TD-311 Application
(attached separately)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

M E M O R A N D U M

Date: March 24, 2025

To: Josh Teffee, Captain G-20
Telecommunications Section
California Highway Patrol
601 North 7th Street
Sacramento, CA 95811

From: Yolanda Villasenor, Telecommunications Systems Manager I (Supervisor)
Public Safety Communications

Subject: Radio Vault Space Application (TD-311) Non-State User – Renewal with Modifications
County of Ventura IT Services – (L-2410)
Castro Peak, Los Angeles County
CHP-TEL 002416

A technical analysis of the attached TDe-311, Radio Vault Space Application for the County of Ventura IT Services has been completed. The County of Ventura IT Services is requesting to renew their lease at the Castro Peak radio site per their revised OES-PSC-311 Radio Vault Space Application. This revised application specifies the following work:

Remove:
One (1) Harris Constellation HRS-CX-10O08D1 radio
One (1) Harris Constellation HRS-CX-06G4DS3 radio
One (1) Harris Constellation HRS-CX-11G4DS3-H radio
One (1) CommScope VHLP X6-6W
One (1) CommScope USX8-11W
One (1) CommScope VHLP X3-11W
One (1) LARUS 5702 DSI Route (Loop) Switch
One (1) Cisco 7206 DS3 Router
One (1) Magnum 4K16R 8-Port Unmanaged Switch
One (1) Zhone THE1544 TI over IP Extender
Two (2) Cergon IP-20 G IDU

Install:
Six (6) Motorola GTR8000 radios
Six (6) Nokia Wavence Microwave Packet Transport (MPT) radios
One (1) RFI BPA7496-120-122 antenna
One (1) RFI CC807-08-TIP antenna
One (1) CommScope VHLP3-18A antenna

One (1) CommScope SHPX4-11W antenna
One (1) CommScope VHLPX3-I 1W antenna
One (1) CommScope USX6-11W antenna
One (1) CommScope USX6-6W antenna
One (1) CommScope HSX8-11W antenna
Two (2) Nokia 7705 SAR-8 IP/MPLS Aggregation Router

Based on available space on the Castro Peak tower the Office of Emergency Services, Public Safety Communications-Special Projects Unit recommends the following installation heights and positions for the installed antennas:

Antenna Number	Make and Model	Length or M/W Dish size	Azimuth (Relative to True North)	Mounting Position (Height - Leg)
8	RFI BPA7496-120-122	5'	340	70-3
9	RFI CC807-08-T1P	9.5'	Omni	80-2
10	CommScope VHLP3-18A	3'	335	50-1
11	CommScope SHPX4-11W	4'	346	75-3
12	CommScope VHLPX3-11W	3'	3	50-1
13	CommScope USX6-11W	6'	308	25-3
14	CommScope USX6-6W	6'	28	40-4
15	CommScope HSX8-11W	8'	276	40-3

An intermodulation report shows a potential for interference to existing receivers in operation at the Castro Peak radio site. These systems should be monitored for adverse effects when Ventura County IT Services' equipment is installed and activated.

Freq (MHz)	Operator
154.725	Ventura Co
155.055	Ventura Co
155.760 155.835	Ventura Co Ventura Co
458.725	Health
468.000 468.050	Paramedics Paramedics
468.100 468.125	Paramedics Paramedics
468.175	Paramedics

This technical evaluation addresses co-location and interference issues only and makes no claim as to the structural suitability or MPE (Maximum Permissible Exposure) compliance of the proposed installation.

The Office of Emergency Services, Public Safety Communications-Special Projects Unit has reviewed the information provided and, provided the suggested antenna mounting positions listed above are adopted, finds no technical reason to deny this application.

The County of Ventura IT Services will occupy antenna space 2, and 23 thru 29. See attached Antenna Space Assignment drawing 419082-003.

Based on information shown on the application, the Office of Emergency Services, Public Safety Communications technically approves this application. If at any time interference becomes a problem, it will be the responsibility of the County of Ventura IT Services to resolve.

Please contact Keith Estes, Senior Telecommunications Engineer at (916) 894-5137 or by email at keith.estes@caloes.ca.gov if you have any questions.

Attachments

cc: Steven Higa, Senior Telecommunications Engineer, CHP Unit
George A. Cassell, Telecom Leasing Manager, CHP
Betty Holland, Telecommunications Systems Analyst II, CHP
Dong (Tony) Lu, Associate Governmental Program Analyst, CHP
Shafia S. Mohammed, Associate Governmental Program Analyst. CHP

STATE OF CALIFORNIA
CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICES
RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

-Revised-

Print Form | Reset Form

LOGISTICS MANAGEMENT
PUBLIC SAFETY COMMUNICATIONS

APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the OES-PSC-311. These sheets must be completed, signed, and accompanied with the Technical Data Sheets.

Applicant:

County of Ventura
(organization name)

1957-A Eastman Ave.
(address)

Ventura, CA, 93003
(city, state, zip)

(805) 654-3333
(telephone number)

Brent.Stronge@ventura.org
(email address)

In accordance with the attached Technical Data Sheet(s), the application is hereby made to:

- ○ Establish New Lease
- ○ Modify Lease - describe specific changes below
- ◉ Renew lease - with modification as stated below
- ○ Renew lease (no changes, technical sheets must be completed)
- ○ Lease square feet _____

Description of modification:

1. Adding Astro P25 700 MHz RF SubSite.
2. Replacing existing Harris Constallation MW with new Nokia MPT/MPLS system.
3. Adding 3 additional Nokia MW hops to Fire Stations 31 & 37 and Kilburn Water Tank.

For vault space and related antenna space at site: Castro Peak Communications Site

Power requirements for operations of communications equipment are:

- ☒ Commercial and emergency power
- ☐ Commercial power only
- ☐ No power required

NOTE: Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly

Person responsible for lease negotiations and submission of this application:

Name	Brent Stronge
Address	1957-A Eastman Ave.
City, State, and Zip	Ventura, CA, 93003
Telephone Number	(805) 654-3333
Email Address	Brent.Stronge@ventura.org

Billing Information:

Name	County of Ventura
Address	1957-A Eastman Ave.
City, State, and Zip	Ventura, CA, 93003
Telephone Number	(805) 654-3333
Email Address	Brent.Stronge@ventura.org

It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.

Applicant: County of Ventura

By: Brent Stronge

Title: Chief of Wireless and Radio

Date: 04/16/2024

Receipt of a non-refundable application fee in the amount is hereby acknowledged. $3,500

STATE OF CALIFORNIA _____

By: _____

Date: _____

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.

TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: Castro Peak Communications Site

County: Los Angeles

Date: 04/16/2024

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Name	Brent Stronge
Address	1957-A Eastman Ave.
City, State, and Zip	Ventura, CA, 93003
Telephone Number	(805) 654-3333
Email Address	Brent.Stronge@ventura.org

Date equipment desired to be in operation: 10/01/2024

(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the Radio Service: MW & SY

FCC call sign of this installation: WQFR241, WQFZ352, WQGG504 & WQYD673

(Include a copy of the FCC license)

Type of operation:

☒ Base Station ☐ Mobile Relay ☒ Microwave Station ☐ Other _____

Additional rack space to be leased (in 1/3 rack increments): None, new racks go in our 2 shelters

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐ Wall Space ☐ Rack Space ☐ Floor Space (HxWxD, inches) _____

☒ Additional space not required

Space for battery facilities required, if any, including charger:
☐ Wall Space ☐ Radio Rack ☐ Floor Space (HxWxD, inches) _____
☒ Not required

Maximum power consumption: TRANSMIT Watts: 12,315 RECEIVE Watts: 8,707

Voltage:
☒ 110 Volts AC ☐ 12 Volts DC ☒ 48 Volts DC ☒ Other 220 Volts AC

EQUIPMENT DATA

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N).**

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E).** If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

TRANSMITTER #1 Power Output (W) 50
Frequency(s)
153.8750 MHz
◉ Existing ○ Removing ○ New
Make and Model
Motorola Quantar

RECEIVER #1 Power Output (W) _____
Frequency(s)
158.8050 MHz
◉ Existing ○ Removing ○ New
Make and Model
Motorola Quantar

TRANSMITTER #2 Power Output (W) 50
Frequency(s)
154.3250 MHz
◉ Existing ○ Removing ○ New
Make and Model
Motorola Quantar

RECEIVER #2 Power Output (W) _____

Frequency(s)
155.8350 MHz

◉ Existing ○ Removing ○ New

Make and Model
Motorola Quantar

TRANSMITTER #3 Power Output (W) 50

Frequency(s)
155.0550 MHz

◉ Existing ○ Removing ○ New

Make and Model
Motorola Quantar

RECEIVER #3 Power Output (W) _____

Frequency(s)
155.0550 MHz

◉ Existing ○ Removing ○ New

Make and Model
Motorola Quantar

TRANSMITTER #4 Power Output (W) 50

Frequency(s)
155.9850 MHz

◉ Existing ○ Removing ○ New

Make and Model
Motorola Quantar

RECEIVER #4 Power Output (W) _____

Frequency(s)
154.7250 MHz

◉ Existing ○ Removing ○ New

Make and Model
Motorola Quantar

Continued on Attachment 1

ANTENNA DATA

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N).**

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E).** If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna Number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Sinclair SD210RSF2P120	5'	4.5 dBd	340	50	E
2	Sinclair SD210RSF2P120	5'	4.5 dBd	340	42.5	E
3	Sinclair SD210RSF2P120	5'	4.5 dBd	340	62.5	E
4	CommScopeUHX8-107	8'	46.5 dBi	276	40	R
5	CommScope PAR6-59	6'	38.2 dBi	28	30	R
6	Andrews VHLP-11W-6W	2'	34.2 dBi	308	25	R
7	Sinclair SC229SFXLDF	20'	6.0 dBd	Omni	80	E

* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element. Continued on Attachment 2

AUXILIARY EQUIPMENT DATA

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

All auxillary equipment is, or will be, installed in County of Ventura Shelters and powered by Ventura County SCE metered service or the Ventura County generator. No space is required by CA CHP or LA County for auxillary equipment. Antennas and dishes, and transmission lines are, or will be installed on the CA CHP tower.

See Attachment 3

SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.

Insert block diagram

See Attachment 4

GENERAL INFORMATION

The State of California operates telecommunications facilities at numerous mountaintop locations throughout the State. These facilities were developed for use by State agencies requiring radio communications.

Space at these facilities is made available to other than State of California users when it is surplus to the State's requirements. As the space is limited, State of California agencies are always given first priority. Non-state applicants will be considered in the following order:

1. Federal government agencies
2. Local government agencies
3. Public utilities
4. Private sector entities

In making space available, the State of California attempts to recover its operating, maintenance, and management costs. Users are not guaranteed that State facilities will be accessible or operable at all times. Leases are generally issued for five-year periods; in some circumstances, the lease period may vary. Leases will be considered for renewal at the end of their term, subject to the space requirements of the State of California.

When requesting vault, tower, and/or ground space at a State-controlled sitan, an OES-PSC-311, Radio Vault Space Application (Non-State Users) must be completed. All applications submitted must include the non-refundable administrative application fee and technical analysis fee. The non-refundable administrative application fee is $_____. The non-refundable technical analysis fee is $_____ . Application and fees are to be sent to the State agency controlling the vault.

(i.e. The California Department of Transportation, the California Highway Patrol, or the Cal OES - Governor's Office of Emergency Services (OES).)

Contact the appropriate State agency for specific details regarding their vault rates and leasing process. If it is unknown which State agency controls a specific site, call (916) 657-9237.

NOTE: When applying for the California Department of Forestry and Fire Protection controlled site, use a CDF Radio Vault Space Application, Non-State Users, OES-PSC-312.

The State must review, manage and engineer any proposed installations. Once a new, renewal, or modification OES-PSC-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Cal OES - Governor's Office of Emergency Services, Public Safety Communications (PSC) for technical analysis. A study will be performed to determine the impact of the application on the existing users at the site. Based on the study, the technical analysis will include specific recommendations to the controlling State agency. If serious technical difficulties are found, OES-PSC will recommend to the State agency to cancel the OES-PSC-311 application. In cooperation with the applicant, the State will attempt to meet all users' operational requirements.

Any subsequent labor time or material costs required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the OES-PSC current rates. Applicants will be notified by the Department of General Services (DGS), Real Estate Service Division (RESD) of the amount due prior to occupancy of the vault. No further processing of the application will take place until written approval of these expenses, as well as a commitment to pay, is received from the applicant by RESD. **NOTE:** Modification of site-master antenna or combining systems may NOT be done by a tenant.

Such modifications must be designed by OES-PSC engineering and installed by OES-PSC-approved technician resources.

NOTE: The addition or deletion of any transmitting or receiving frequencies, antennas, or equipment is considered a modification and requires the submitting of a OES-PSC-311 application, the non-refundable administrative and technical analysis fees to the State agency. (Approval is required by the State agency **prior** to the proposed changes taking place in the facility.)

It shall be understood by all applicants that the State is NOT obligated to upgrade any facility to accommodate any lessee. Any improvement required prior to the entry shall be the sole financial responsibility of the lessee. The lessee shall be notified in writing of the upgrades required to accommodate their installation, and payment for these upgrades must be arranged prior to the installation of any such equipment. Any said improvements, including the installation or modification of site-master antenna, combining, or power systems, shall remain the property of the State agency unless otherwise stipulated in the lease. NOTE: This excludes the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee and not part of a master-site arrangement.

The OES-PSC-311/312 application consists of "Application" sheets and "Technical Data" sheets. Please complete, sign, and return the Application and Technical Data sheets to make a formal application. Please note for **New Applicants** that the information on the "Technical Data Sheets" shall reflect what the applicant desires to install at the facility. For **Existing Tenants**, that the information on the "Technical Data Sheets" shall reflect the tenants installed equipment and equipment changes (new installations, removals, etc.). Upon completion of the engineering analysis of the application, the tenant's actual installation requirements may require some design changes to ensure the integrity of the State's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease agreement.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission, complete with an additional non-refundable application fee. Processing time will also be delayed accordingly.

Please attach separate sheets for any remarks or special comments required.

County of Ventura

Attachment 1 to Cal OES RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

TRANSMITTER #5 Power output 50 W

Frequency(s) 155.5350 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola Quantar	E

RECEIVER #5

Frequency(s) 155.7600 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola Quantar	E

TRANSMITTER #6 Power output 50 W

Frequency(s) 156.1500 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola Quantar	E

RECEIVER #6

Frequency(s) 153.9950 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola Quantar	E

TRANSMITTER #7 Power output 50 W

Frequency(s) 159.2100 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola Quantar	E

RECEIVER #7

Frequency(s) 159.2100 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola Quantar	E

TRANSMITTER #8 Power output 0.158 W

Frequency(s) 10,598.1250 MHz	Existing (E) Removing (R) New (N)
Make and Model: Harris Constellation HRS-CX-10G08D1	R

RECEIVER #8

Frequency(s) 10,663.1250 MHz	Existing (E) Removing (R) New (N)
Make and Model: Harris Constellation HRS-CX-10G08D1	R

County of Ventura

Attachment 1 to Cal OES RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

TRANSMITTER #9 Power output 0.400 W

Frequency(s) 6,123.1000 MHz	Existing (E) Removing (R) New (N)
Make and Model: Harris Constellation HRS-CX-06G4DS3	R

RECEIVER #9

Frequency(s) 6,375.1400 MHz	Existing (E) Removing (R) New (N)
Make and Model: Harris Constellation HRS-CX-06G4DS3	R

TRANSMITTER #10 Power output 0.269 W

Frequency(s) 10,995.0000 MHz	Existing (E) Removing (R) New (N)
Make and Model: Harris Constellation HRS-CX-11G4DS3-H	R

RECEIVER #10

Frequency(s) 11,485.0000 MHz	Existing (E) Removing (R) New (N)
Make and Model: Harris Constellation HRS-CX-11G4DS3-H	R

TRANSMITTER #11 Power output 0.038 W

Frequency(s) 10,815.0000 MHz	Existing (E) Removing (R) New (N)
Make and Model: Ceragon, Inc. IP-20G	E

RECEIVER #11

Frequency(s) 11,305.000 MHz	Existing (E) Removing (R) New (N)
Make and Model: Ceragon, Inc. IP-20G	E

TRANSMITTER #12 Power output 0.316 W

Frequency(s) 6,004.000 MHz	Existing (E) Removing (R) New (N)
Make and Model: Ceragon, Inc. IP-20G	E

RECEIVER #12

Frequency(s) 6,256.5400 MHz	Existing (E) Removing (R) New (N)
Make and Model: Ceragon, Inc. IP-20G	E

County of Ventura

Attachment 1 to Cal OES RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

TRANSMITTER #17 Power output 25 W

Frequency(s) 771.21875 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola GTR8000	N

RECEIVER #17

Frequency(s) 801.21875 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola GTR8000	N

TRANSMITTER #18 Power output 25 W

Frequency(s) 771.51875 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola GTR8000	N

RECEIVER #18

Frequency(s) 801.51875 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola GTR8000	N

TRANSMITTER #19 Power output 25 W

Frequency(s) 773.95625 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola GTR8000	N

RECEIVER #19

Frequency(s) 803.95625 MHz	Existing (E) Removing (R) New (N)
Make and Model: Motorola GTR8000	N

TRANSMITTER #20 Power output 0.158 W

Frequency(s) 11,425.0000 MHz (to Rasnow)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

RECEIVER #20

Frequency(s) 10,935.0000 MHz (from Rasnow)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

County of Ventura

Attachment 1 to Cal OES RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

TRANSMITTER #21 Power output 0.400 W

Frequency(s) 6,6655.0000 MHz (to Rocketdyne)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

RECEIVER #21

Frequency(s) 6,815.0000 MHz (from Rocketdyne)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

TRANSMITTER #22 Power output 0.269 W

Frequency(s) 10,915.0000 MHz (to Laguna)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

RECEIVER #22

Frequency(s) 11,405.0000 MHz (from Laguna)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

TRANSMITTER #23 Power output 0.400 W

Frequency(s) 19,315.0000 MHz (to Fire Station 31)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

RECEIVER #23

Frequency(s) 17,755.0000 MHz (from Fire Station 31)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

TRANSMITTER #24 Power output 0.400 W

Frequency(s) 10,835.0000 MHz (to Fire Station 37)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

RECEIVER #24

Frequency(s) 11,325.0000 MHz (from Fire Station 37)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

County of Ventura

Attachment 1 to Cal OES RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

TRANSMITTER #25 Power output 0.400 W

Frequency(s) 10,557.5000 MHz (to Kilburn Water Tank)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

RECEIVER #25

Frequency(s) 10,622.5000 MHz (from Kilburn Water Tank)	Existing (E) Removing (R) New (N)
Make and Model: Nokia Wavence Microwave Packet Transport (MPT)	N

TRANSMITTER #26 Power output ___W

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

RECEIVER #26

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

TRANSMITTER #27 Power output ___ W

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

RECEIVER #27

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

TRANSMITTER #28 Power output __ W

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

RECEIVER #28

Frequency(s)	Existing (E) Removing (R) New (N)
Make and Model:	

County of Ventura

Attachment 2 to Cal OES RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

ANTENNA DATA

Antenna Number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (Relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
8	RFI BPA7496-120-122	5'	10 dBd	340	73	N
9	RFI CC807-08-T1P	9.5'	8 dBd	Onmi	80	N
10	CommScope VHLP3-18A	3'	43.9 dBi	335	70	N
11	CommScope SHPX4-11W	4'	40.8 dBi	346	75	N
12	CommScope VHLPX3-11W	3'	38.4 dBi	3	47	N
13	CommScope USX6-11W	6'	43.6 dBi	308	26	N
14	CommScope USX6-6W	6'	38.3 dBi	28	42	N
15	CommScope HSX8-11W	8'	46.0 dBi	276	37	N

* For VHF/UHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

County of Ventura

Attachment 3 to Cal OES RADIO VAULT SPACE APPLICATION NON-STATE USERS
OES-PSC-311 (Rev. 03/2023)

AUXILLARY EQUIPMENT DATA

Existing VHF Simulcast System

Make	Model	Description	Existing (E) New (N) Remove (R)
Sinclair	YA2-03005R	6 repeater/2 simplex Combiner/Multi-coupler Sys.	E
TRAK	DSTRAK91061	GPS Reference Clock System	E
Zhone	IMACS 800	Channel Bank 1 (Sheriff)	E
Zhone	IMACS 800	Channel Bank 2 (Fire)	E
LARUS	5702	DS1 Route (Loop) Switches	R
Telect	Telzon	16 x 50 Wire Wrap Frame	E
Telect	Telzon	16 x 50 Wire Wrap Frame	E
Adtran	MX2800	M13 Multiplexer #1 (T1-T3) (DS3 #2 to Rocketdyne)	E
Adtran	MX2800	M13 Multiplexer #2 (T1-T3) (DS3 #2 to Laguna Pk)	E
Telect	010-0156-0619	DSX1 Jackfield (1-9)	E
Telect	010-0656-0100	DX3 Jackfield	E
Cisco	7206	DS3 Router	R
Magnum	4K16R	8 Port Unmanaged Switch	R
Zhone	TNE1544	T1 over IP Extender	R
Environmental Tech	ADH-2A	Dehydrator	R

New P25 700 MHz & Nokia MW System

Make	Model	Description	Existing (E) New (N) Remove (R)
Motorola	CA00879AA	Primary 6 Port 700 MHz Cavity Combiner	N
Motorola	CA00882AA	700 MHz TX Filter w/PMU	N
TRAK	DSTRAK91061	GPS Reference Clock System	N
Nokia	7705 SAR-8	IP/MPLS Aggregation Router	N

SYSTEM BLOCK DIAGRAM

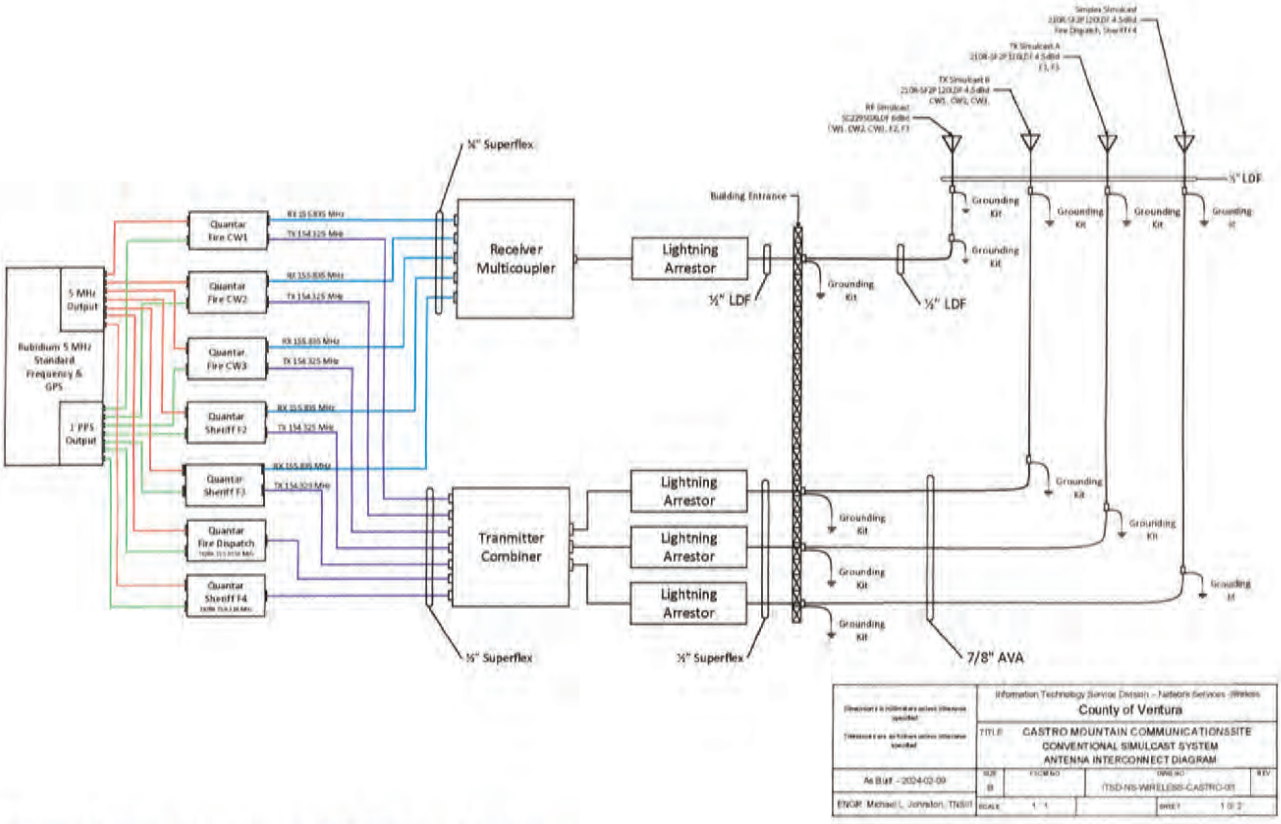


Figure 1: Existing Conventional VHF Simulcast System

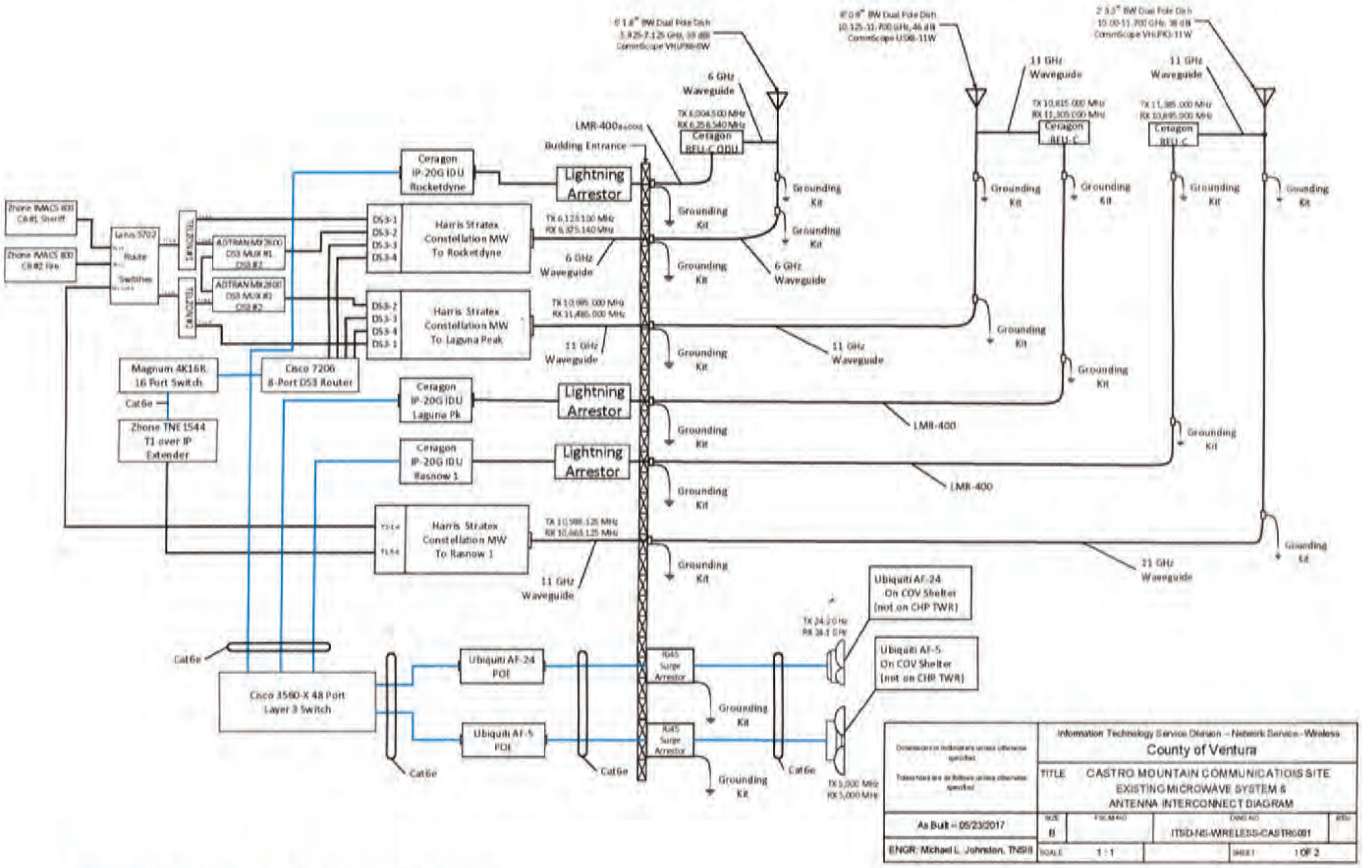


Figure 2: Existing TDM & TCP/IP MW System

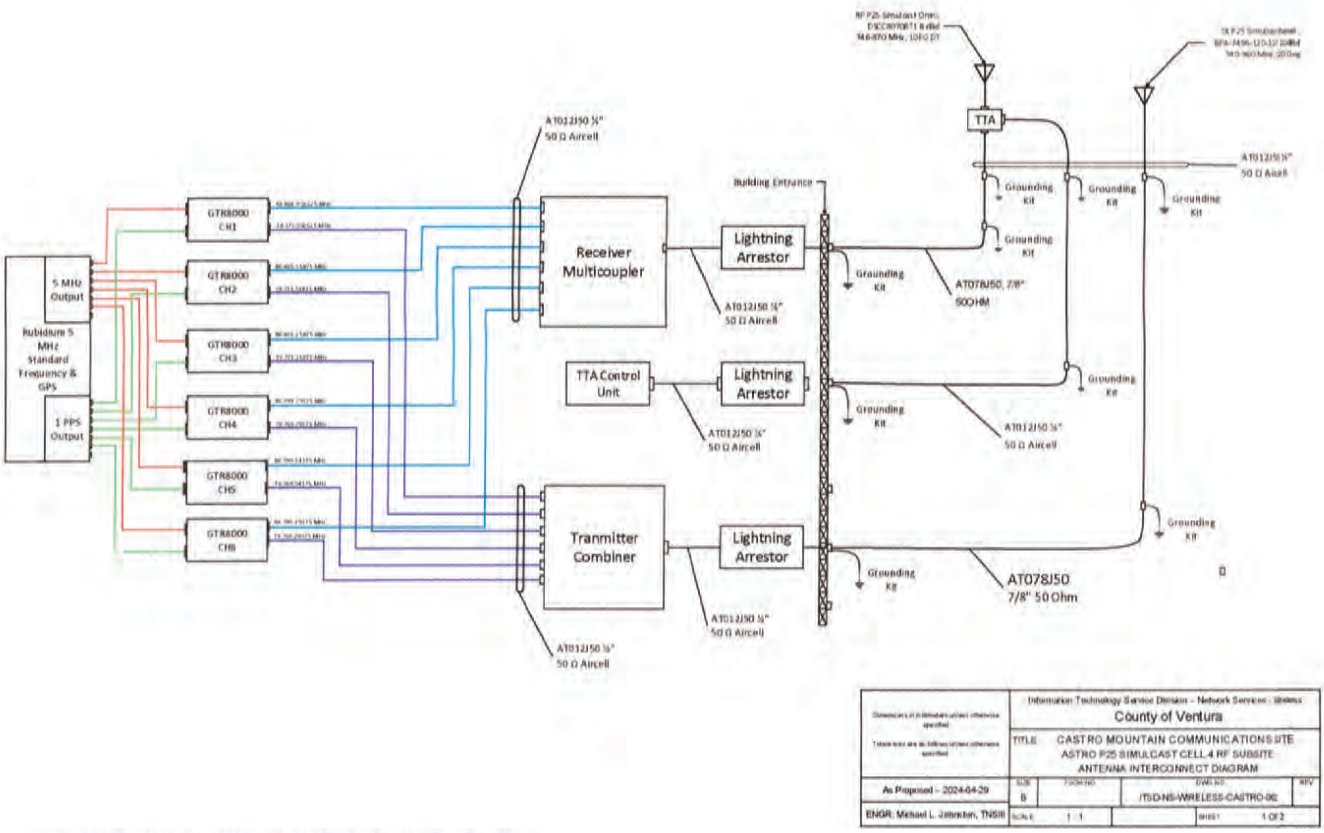


Figure 3: New Astro P25 700 MHz Trunk System

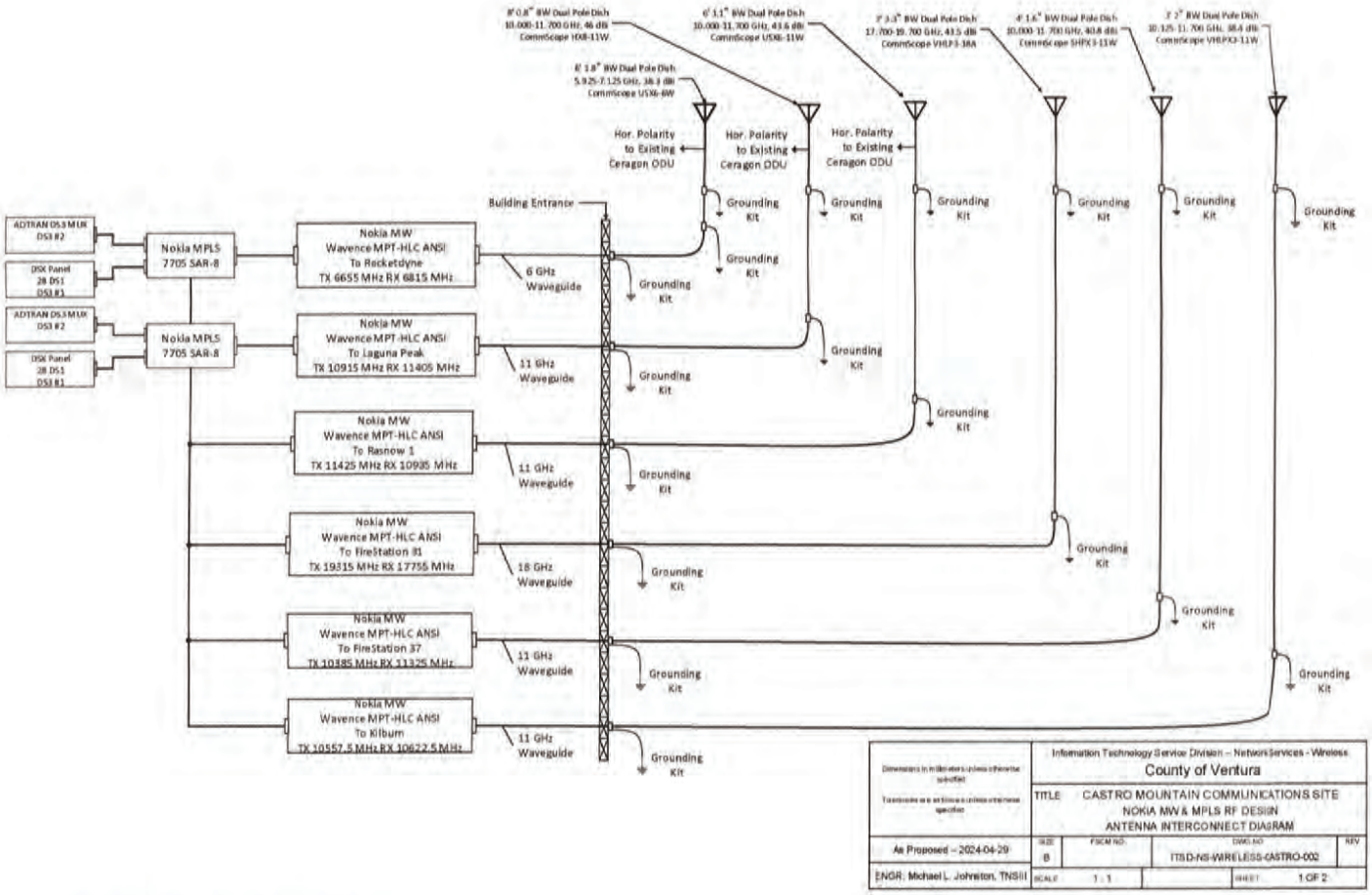


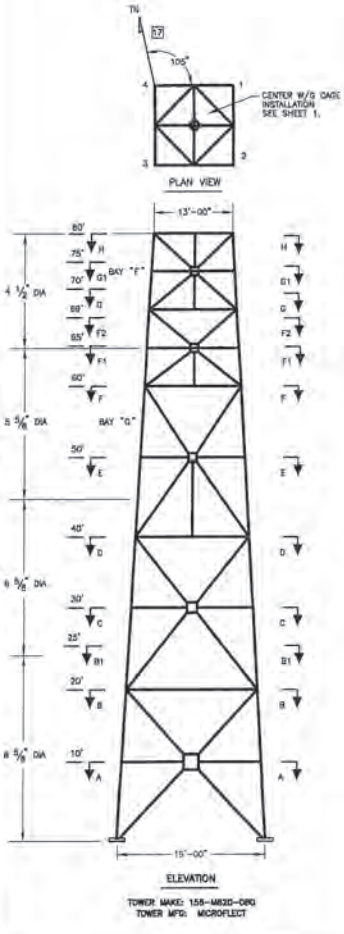
Figure 4: New Nokia MW System

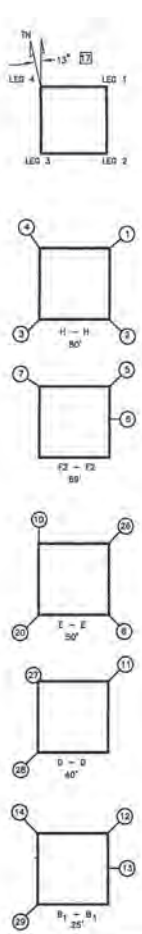
TABLE 1 NOTE [14]

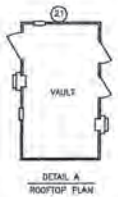
CASTRO PEAK (CHP) AS-INSTALLED ANTENNAS AND FEEDLINES

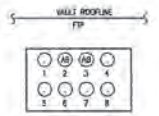
ANTENNA SPACE ASSIGNMENT

ANTENNA NUMBER	ANTENNA POSITION	AGENCY	TX (MHz)	RX (MHz)	TYPE	MANUFACTURER	MODEL	ANTENNA LENGTH	ABOVE SUPPORT	BELOW SUPPORT	AZIMUTH (TN) DEGREES	YEAR INST.	FTP PORT	FEEDLINE COLOR	FEEDLINE (ANDREW)	DESCRIPTION AND NOTES
1	80-1	CHP (TEAL)	45.52	42.84	OMNI	SIR	SD-110	15	7.5	7.5	360	2010	?	BLU-GRN-GRN	LDF5-50A	TEAL SIMULCAST-LACC
2	80-2	VENTURA CO.		-	OMNI	RFI	CC807-00-71P	9.5	9.5	0	-	2024	-	-	-	
3	80-3	TEAL	-	-	-	-	-	-	-	-	-	-	-	-	-	FACE WEST
4	80-4	(FUTURE)	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	68-1	PSC MW	6745.00 6755.00	6585.00 6595.00	DISH	COMMSCOPE	USX8-6W	8	4	4	34.4	2022	1-3B	WHT-GRN-GRN	EW63 & EP6S	TO OAT MT.(MAIN)
6	68-1.5	PSC MW	6855.00	6695.00	DISH	COMMSCOPE	USX8-6W	8	4	4	103.07	2022	1-3A	WHT-GRN-RED	EW63 & EP6S	TO BALDWIN HILLS(MAIN)
7	68-4	PSC MW FUTURE	-	-	DISH	AND	UX0X8-65E LF	8	4	4	321.0	2001	-	WHT-BRN-BLU	EW 63	TO SOUTH MT.
8	58-2	CHP (BLUE) TEAL	45.42	42.76	OMNI	SIR	SD-110	15	7.5	7.5	360	2010	?	ORG-GRN-BLU	LDF5-50A	TEAL RX
9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	50-4	CHP (FUJITSU)	42.40	42.16	OMNI	KRE	CO-41A	15	13	2	360	2011	?	ORG-BRN-BLU	LDF5-50A	PURPLE-VENTURA
11	40-1	PSC MW FUTURE	-	-	DISH	AND	UBX10-65E	10	5	5	82	2001	-	ORG-GRN-GRN	EW 63	TO MT. LEE
12	25-1	PSC MW		6585.00 6595.00	DISH	COMMSCOPE	USX8-6W	8	4	4	34.4	2022	1-3B	GRY-GRN-GRN	EW63 & EP6S	TO OAT MT.(DIVERSITY)
13	25-1.5	PSC MW		6855.00 6695.00	DISH	COMMSCOPE	HX8-6W	8	4	4	103.07	2022	1-3A	GRY-GRN-RED	EW63 & EP6S	TO BALDWIN HILLS(DIVERSITY)
14	25-4	PSC MW FUTURE	6735	6885	DISH	AND	UBX8-65E LF	8	4	4	321.0	2001	-	GRY-BRN-BLU	EW 63	TO SOUTH MT.
15	20-1	CHP	460.375 460.450	465.375 465.450	5dB OMNI	CELWAVE	PD201-7	8.3	8.3	0	OMNI	2011	-	GRY-GRN-GRN	LDF5-50A	UHF-1 M/W & UHF-2 M/W COMBINED [16]
16	20-2	PSC MW FUTURE	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	20-3	(FUTURE)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	20-4	(FUTURE)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	20-2	OES-EDW	757/787	757/787	10 dB YAGI	SINCLAIR	SY-407	2	-	192.45	-	-	-	-	-	CI-KPTD
20	50-3	OES-EDW	757/787	757/787	10 dB YAGI	SINCLAIR	SY-407	2	-	137	-	-	-	-	-	CI-KRPV
21	ON RADIO VAULT ROOF	OES-EDW		1575.25	GPS (CONC)	TRIMBLE	BULLET III	-	-	360 (OMNI)	-	-	-	-	-	GPS
22	20-3	PSC MW	-	1575.42	OMNI	FED-ZYFER	0810383	1"				2022	-	-	RG-59	MW/MPLE GPS
23	75-3	VENTURA CO.	-	-	DISH	COMMSCOPE	SHPX4-11W	4'	2'	2'	348	2024	-	-	-	-
24	70-3	VENTURA CO.	-	-	DISH	RFI	EPA7458-120-132	5'	2.5'	2.5'	340	2024	-	-	-	-
25	60-3	VENTURA CO.	-	-	DISH	COMMSCOPE	VHLP3-18A	3'	1.5'	1.5'	335	2024	-	-	-	-
26	50-1	VENTURA CO.	-	-	DISH	COMMSCOPE	VHLPX3-11W	3'	1.5'	1.5'	3	2024	-	-	-	-
27	40-4	VENTURA CO.	6123.3000	6375.1400	DISH	COMMSCOPE	USX6-6W	6'	3'	3'	28	2024	-	-	-	-
28	40-3	VENTURA CO.	-	-	DISH	COMMSCOPE	HSX6-11W	6'	4'	4'	278	2024	-	-	-	-
29	25-3	VENTURA CO.	-	-	DISH	COMMSCOPE	USX6-11W	6'	3'	3'	308	2024	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-









NOTES:

1. DRAWING CHANGES REQUIRE VAULT MANAGER'S APPROVAL.
2. ALL STATE FEED-THROUGH-PLATE ENTRY ASSIGNMENTS FOR FUTURE INSTALLATIONS WILL BE DONE AS REQUIRED.
3. THE ANTENNAS AND FEEDLINES LISTED ON TABLE 2 ARE FOR TOWER DESIGN LOAD PURPOSES. THE ACTUAL ANTENNAS INSTALLED MAY BE THE SAME AS THOSE LISTED, FOR SPECIFIC ANTENNA POSITIONS, OR MAY BE SUBSTITUTED AS REQUIRED. ANY SUBSTITUTED ANTENNA MUST BE EQUAL TO OR LESS THAN THE ANTENNA LISTED IN THE TABLE FOR THAT POSITION, IN SQUARE WIND LOAD SURFACE AREA AND WEIGHT. TABLE 2 ALSO SHOWS SOME ANTENNA POSITIONS WITH MORE THAN ONE ANTENNA. THIS IS FOR TOWER LOADING DESIGN PURPOSES ONLY. THE ACTUAL ANTENNA TO BE INSTALLED AT AN ANTENNA POSITION WILL BE DETERMINED AT THE TIME OF INSTALLATION.
4. MICROWAVE DISH MOUNTS AND AZIMUTH STRUT BRACE BRACKETS HAVE BEEN INSTALLED ON THE TOWER FOR ALL PRESENT AND FUTURE DISH LOCATIONS. NO MOUNTING PIPES ARE PROVIDED FOR DISHES ON THE NON-TAPERED SECTION OF THE TOWER. THE DISHES CAN MOUNT DIRECTLY TO THE TOWER LEG.
5. THE ACTUAL MICROFLECT AS-BUILT DRAWINGS HAVE BEEN RASTER SCANNED INTO THE TELECOMMUNICATIONS DIVISION DRAFTING SYSTEM. THEY EXIST AS RASTER SCANNED ELECTRONIC FILES ONLY, NO HARD COPIES ARE MAINTAINED IN THE REFERENCE LIBRARY. THEY CAN BE VIEWED AND PRINTED USING A VIEW BASE OR EQUIVALENT FILE VIEWING SOFTWARE. REFER TO ELECTRONIC DRAWING NUMBER 519082-001 FOR A COVERSHEET LISTING THE RASTER SCAN IMAGE NUMBERS WHICH CORRESPOND TO THE ACTUAL MICROFLECT TOWER DRAWING NUMBERS.
6. SPECIFIC TOWER INFORMATION IS AS FOLLOWS: THIS MICROFLECT TOWER, MODEL NUMBER 158-M820-080 HAS TOWER LEGS ON 19' CENTER AT THE BASE AND TAPER TO 13' AT 80'. THE 60' TO 80' TOWER SECTION IS NOT TAPERED.
7. THE TOWER CLIMBING AND FEEDLINE LADDER CAGE EXTENDS, IN A 24" BY 30" RECTANGLE, CONTINUOUSLY UP THE CENTER OF THE TOWER LATTICE SECTION.
8. ALL FEEDLINES ATTACH TO THE TOWER FEEDLINE LADDER RUNGS WITH MICROFLECT CUSHIONS AND STAINLESS STEEL HARDWARE.
9. THIS TOWER IS ORIENTED TO TRUE NORTH. FIND TRUE NORTH WITH A COMPASS BY FINDING MAGNETIC NORTH AND SUBTRACTING THE MAGNETIC DECLINATION. THEN ADD OR SUBTRACT THE TOWER DECLINATION TO TRUE NORTH TO FIND THE TOWER ORIENTATION.
10. TOWER LEGS ARE NUMBERED CLOCKWISE, 1 TO 4. LOCATE TOWER LEG NUMBER 1 BY STANDING IN THE CENTER OF THE TOWER AND POINTING TO TRUE NORTH. ROTATE YOUR ARM CLOCKWISE THE FIRST TOWER LEG THAT YOUR ARM POINTS TO IS TOWER LEG NUMBER 1.
11. TABLE 3 SHOWS COLOR CODING INFORMATION FOR ALL ANTENNAS AT ALL TOWER POSITIONS.
12. MICROWAVE DISHES LABELED 'FUTURE' ARE INTENDED FOR ANY FUTURE TENANTS. DISH POSITIONS LABELED 'DCM FUTURE' ARE RESERVED FOR STATE MICROWAVE SYSTEM USE. IF A NON-STATE TENANT REQUESTS TOWER SPACE AT A 'DCM FUTURE' POSITION, DCM MAY, BUT IS NOT REQUIRED, TO RELINQUISH THE SPACE RESERVATION.
13. THE ANTENNA POSITIONS HAVE BEEN IDENTIFIED WITH POSITION NUMBERS BASED UPON TOWER ELEVATION. ANTENNA POSITION 80-2 FOR EXAMPLE, IS AT AN ELEVATION OF 80'.
14. TABLE 1 IS THE ACTUAL AS-INSTALLED TOWER LOAD. THE INFORMATION LISTED IN THIS TABLE MAY DIFFER FROM THAT LISTED IN TABLE 2 DUE TO VARIOUS ENGINEERING REASONS.
15. TABLE 2 LISTS THE ACTUAL TOWER DESIGN LOAD AS REFERENCED TO SHEET 2 OF THIS DRAWING. THIS TABLE MUST NOT EVER BE CHANGED. ANY AS-INSTALLED DEVIATIONS FROM THIS TABLE MUST BE SHOWN ONLY ON TABLE 1 ON DRAWING SHEET 1.
16. MUST NOT EXCEED 30 FT. ELEVATION AT TIP OF ANTENNA.
17. UNVERIFIED OR APPROXIMATE.
18. XPIC MICROWAVE CHANNEL TX : 6855.00 MHz / RX : 6695.00 MHz

L	3-16-25	MD	ADD VENTURA COUNTY ANTENNAS #2, 13-29, UPDATE NOTE #17	SS/M
K	9-8-22	MDK	EAR-20220093; UPDATE AGENCY & DESCRIPTION FOR ANT #5, 6, 12 & 13; ADD ANTENNA #22 FOR MW/MPLE GPS; ADD NOTES 17 & 18.	JF
J	9-27-22	MD	DCS-EDW EDW2021085: ADD ANTENNA #19-21	DC
H	2-17-11	CH	DMPERSH00437789: REPLACE ANTENNAS 10 & 15	MT
REV	DATE	BY	DESCRIPTION	APPD

TABLE OF CHANGES

CASTRO PEAK (CHP)*

ANTENNA SPACE ASSIGNMENT
80 FOOT 4-LEG TOWER
NEW TOWER

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
PUBLIC SAFETY COMMUNICATIONS
601 VERMONT, PACIFIC PALM, SACRAMENTO, CA 95811-6221

DRAWN AGENCY: CHP	CAD FILE NUMBER: 024746L3
DRN: KKO	UNIT: RID 1
DR: LC	DATE: 5-30-01
SCALE: NONE	SHT: 1 OF: 3

REV: L | DRAWING NUMBER: P D 419082-003 | SHEET: L

EXHIBIT C

78110

LICENSE FOR ROAD ACCESS AND MAINTENANCE

This License for Road Access and Maintenance ("License") is made and entered into this 21st day of January 2014 by and between LT-WR, LLC (Assessor's Parcel Number "APN" 4464-022-045); YOGIBEAR PROPERTIES, LLC (APN 4464-022-016); SMOKEY THE BEAR PROPERTIES, LLC (APN 4464-022-015 and 4464-022-005); THIRD DISTRICT PARKLANDS, LLC (APN 4464-022-010), THIRD DISTRICT MEADOWLANDS, LLC (APN 4464-022-018 and APN 4464- 022-001); MOUNTAINLANDS CONSERVANCY, LLC (APN 4464-022-046 and 4464-022-019); PARKLANDS RANCH, LLC (APN 4464-022-014); and PANORAMA RANCH, LLC (APN 4464-022-013) (individually and collectively "Licensor"), on the one hand, and the County of Los Angeles ("Licensee"), on the other hand.

RECITALS

A. Licensor owns those parcels identified by the Assessor Parcel Numbers above, said parcels being located over portions of Castro Motorway, such that Licensor has a right to ingress and egress along those parcels by virtue of its ownership rights (hereinafter "Roadway"). Said parcels on the Roadway are depicted in Exhibit A, attached hereto and incorporated by reference herein.

B. Licensee is the owner of that parcel identified as APN 4464-022-900 ("Parcel-900"). The Roadway is a means for ingress and egress to and from Licensor's parcels to Licensee's Parcel-900.

C. At least one Licensor holds an easement over Castro Motorway from a public roadway to the Roadway owned by Licensor.

D. LT-WR has maintained the entirety of Castro Motorway for the benefit of all users, including portions owned by Licensor and portions to which easements are held.

E. In order to access the Roadway, Licensee desires to enter into this License Agreement.

F. As a condition to accessing the Roadway, Licensee agrees to pay for use of the Roadway and to contribute a proportionate cost for maintenance of the Roadway, as set forth herein, for so long as this License is in effect.

AGREEMENT

NOW, THEREFORE, Licensor hereby grants and Licensee does hereby accept, a non-assignable and non-exclusive right to use the Roadway on the parcels owned by Licensor. Only a license for non-exclusive use of such access by vehicles is granted hereby. No bailment is created. No lease is created. No easement is created. Licensee shall have no right, title or interest in the Roadway. The license is personal to Licensee, the term "Licensee" meaning only the supervisors, directors, officers, and employees of the County of Los Angeles. Agents and approved sub-licensees of Licensee are also permitted to use the Licensed Premises. Licensor makes no representations or warranties regarding Licensee's ingress or egress rights over Castro Motorway over parcels that are not owned by Licensor, but represents that Licensor shall not object to Licensee's use of any portion of Castro Motorway that is not owned by Licensor. LT-WR represents and warrants that it shall maintain the entirely of Castro Motorway by and for the benefit of all users, including Licensee and

its agents and approved sub-licensees, during the term of the License. Licensee materially relies upon LT-WR's representations in entering into this Agreement.

1. **TERM:** The initial term of this Agreement shall be five (5) years. Licensee shall have the right, but not the obligation, to exercise the option of ten (10) additional five-year terms (each individually an "option term"). Unless the Licensee provides written notice of its intent to terminate the Agreement no later than thirty (30) days prior to expiration of the initial or any option term, the term shall automatically extend for an additional option term. This Agreement shall terminate or otherwise become void in the event that, by lawsuit or otherwise, including a voluntary sale of any of the parcels, Licensor sells or loses its ownership of parcels over the Roadway, or is unable to perform. In the event that the License is terminated or becomes void, Licensor shall return any prepaid monies for any period that had not yet passed.

2. **RATE:** Commencing February 1, 2014, Licensee shall pay to Licensor the amount of twelve thousand dollars ($12,000) per annum for the initial term. Upon each anniversary, the rate shall increase at the rate of two and one-half percent (2.5%) per annum.

   Licensee shall also pay an initial service fee ("Initial Service Fee") to defer initial capital, maintenance, and administrative costs associated with Licensor's implementation of this Agreement. Licensee shall pay Licensor a one-time sum in the amount of Thirty One Thousand Dollars ($31,000), due and payable on February 1, 2014, for this Initial Service Fee.

3. **ACCESS:** Execution of this Agreement by the parties thereto shall entitle Licensee and its agents and its sub-licensees approved pursuant to this License, as well as any sub-licensees later approved by Licensor, whose approval shall not be unreasonably withheld ("Sub-Licensees") to use the Roadway, which is that portion of Castro Motorway over the parcels owned by Licensor, for ingress and egress to Parcel-900. Further, Licensor shall not object to use of Castro Motorway by Licensee, its agents or Sub-Licensees, over which Licensor holds an easement.

   As of the date of execution of this License, Licensor approves the following Sub-Licensees to use the Roadway:
   1) County of Ventura
   2) State of California
   3) Los Angeles Regional Interoperable Communications System Authority ("LA RICS Authority")

4. **INDEMNIFICATION:** Licensor and Licensee, on behalf of itself and its agents and Sub-Licensees, shall indemnify, defend and hold each other, its agents, officers, directors and employees harmless from and against all claims, causes of action, costs (including reasonable attorneys' and in-house counsel fees) or damages (including special, incidental, exemplary and consequential damages and loss of business or profits) arising from (i) the access to and use of the Roadway (normal wear and tear excepted) granted hereby, or (ii) any act or failure to act of the other party , except those actions or omissions arising out of the negligence or willful misconduct of said party, its agents, officers, directors and employees. The terms negligence and willful misconduct shall include, but are not limited to, material misrepresentations of law or fact by a party. In addition to this indemnity, LT-WR shall

have the right, at its sole discretion, to suspend the access rights granted hereunder if said rights are exercised in a manner that is illegal or poses an imminent threat of danger to any person or property. LT-WR may terminate this Agreement for said illegal or dangerous use of the Roadway, but only after providing written notice to Licensee and providing Licensee a reasonable opportunity to remedy the illegal or dangerous use.

5. **ENVIRONMENTAL IMPAIRMENT:**

(a) Other than in the ordinary and reasonable course of Licensee's business, Licensee and its agents and Sub-Licensees shall not use, generate, manufacture, store, transport or dispose of, on or over the Roadway any flammable liquids, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as "Hazardous Materials") as those terms are defined under relevant federal and state laws and regulations. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Roadway as a result of Licensee's and its agents' and Sub-Licensees' use and occupancy thereof, Licensee shall provide notice as required by law, and Licensee, at its expense, shall undertake all appropriate remediation measures on the Roadway and all other property affected thereby to the satisfaction of County of Los Angeles and any governmental body having jurisdiction.

(b) Licensee, on behalf of itself and its agents and Sub-Licensees, shall also notify Licensor as required by law of any release of Hazardous Materials known to Licensee on or beneath the Roadway.

(c) Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Roadway (collectively referred to as "Discharge") as a result of Licensee's and its agents', and Sub-Licensees', use and occupancy thereof, Licensee shall indemnify, hold harmless and defend Licensor against all liability arising from any injuries to any person and damage to property, including without limitation, employees and property of Licensee, and all related expenses, investigators' fees, and litigation expenses, including reasonable attorney's fees resulting in whole or in part from any such Discharge, regardless of whether such liability, cost or expense arises during or after the License term.

6. **CONDITIONS AND RESTRICTIONS:** The use of the Roadway is subject to the following conditions and restrictions:

(a) Licensee and its agents and Sub-Licensees shall not interfere with Licensor, its subsidiaries, affiliates, agents, representatives or tenants' operations on the Roadway, or the Property owned by Licensor along the Roadway.

(b) The Roadway shall be used only by the Licensee and its agents and Sub-Licensees. Licensee and its agents and Sub-Licensees shall not allow their respective employees or agents to use the Roadway for any personal use.

(c) Licensor may, upon reasonable written notice to Licensee, of not less than thirty (30) days, require that at all times while on the Roadway, vehicles of the representatives of the Licensee display a decal, sticker, placard and/or key card ("Vehicle

Identification"), which Licensor shall provide. Licensee shall be responsible for safeguarding the Vehicle Identification issued to Licensee by Licensor. Licensee agrees not to reissue or distribute the Vehicle Identification to any person or entity. Licensee agrees to reimburse Licensor for all costs related to the repair or replacement of the Vehicle Identification.

(d) Vehicles up to thirty three thousand (33,000) pounds and with rubber tires shall be allowed without prior consent on the Roadway. Vehicles over thirty three thousand (33,000) pounds shall be allowed with Licensor's prior consent, which Licensor shall not reasonably withhold. Licensee shall request, in writing, Licensor's consent at least ten (10) business days prior to the desired date of use.

(e) In its use of the Roadway, Licensee and its agents and Sub-Licensees shall not litter the Roadway.

(f) Licensee shall comply with all applicable laws, rules, ordinances and regulations in the conduct of its activities under this Agreement.

7. **INSURANCE:** Licensee, on behalf of itself and agents and Sub-Licensees, shall provide a Certificate of Insurance evidencing at least the following minimum coverage within thirty (30) days of the execution of this Agreement:

(a) Workers' Compensation in compliance with applicable state and federal laws.

(b) Comprehensive General Liability Insurance including blanket contractual liability applicable to Personal Injury and Property Damage to a combined single limit of not less than one million dollars ($1,000,000.)

(c) Comprehensive Automobile Liability Insurance covering all owned, hired or otherwise operated non-owned vehicles with a minimum combined single limit of one million dollars ($1,000,000.) For each occurrence of Bodily Injury and Property Damage. Policies providing coverage required by subparagraph (c) shall name Licensor as an additional insured.

The Certificate of Insurance shall provide that no cancellation or modification shall be effective without thirty (30) days prior written notice to Licensor. Licensee hereby agrees to use its best efforts to waive all rights of subrogation against Licensor with respect to the above insurance policies.

Alternatively, Licensee which is a public agency as defined by Government Code section 6500, may self-insure for any of the insurance required hereunder. However, Licensee shall require its agents and Sub-Licensees, to provide commercial insurance as mandated in this Section 7, with the exception of Sub-Licensees that are public agencies as defined by Government Code section 6500 et seq. Such agents or Sub-Licensees that are not public agencies may also self-insure for any of the insurance required hereunder if they are actually approved to be self-insured by the California Department of Insurance. Any additional insurance required by Licensee or its agents (contractors/subcontractors etc.) shall name the Licensor as an additional insured.

8. **DEFAULT:** In the event of a material breach by Licensee, or its agents or Sub-Licensees, of any of the terms of this License, all rights and approvals of Licensee, or its agents or Sub-Licensees as the case may be, hereunder shall immediately cease and terminate, and all vehicle identification issued to Licensee shall be revoked and surrendered to Licensor in addition to all other rights it may have at law or in equity. Upon any such cancellation, all rights of Licensee or its agents or Sub-Licensees in and to the Roadway shall cease and terminate. Notwithstanding the foregoing, Licensee shall have the right to cure any such breach within thirty (30) days of Licensee's receipt of Licensor's notice of such breach.

9. **WAIVER:** The waiver by Licensor of any breach of Licensee or its agents or Sub-Licensees hereunder, or the failure on the part of Licensor to enforce any right it may have hereunder, shall not constitute a waiver of any other subsequent, similar, or different breaches, or a waiver of Licensor's power to enforce such rights.

10. **ASSIGNMENT:** This License is personal to Licensee. Licensee agrees not to assign, sell, transfer, encumber, pledge or otherwise hypothecate this License, the Roadway or Licensee's interest herein to any person or entity. Any purported assignment by Licensee of this Agreement. shall be void and a basis for immediate termination of this Agreement. Notwithstanding the foregoing. Licensee may freely assign all or a portion of this agreement, to any person(s) or entity or entities that purchase Licensee's interest in Licensee's property which is accessed via the Roadway. In the event that Licensor shall assign this License to a new owner as provide for herein, such assignment shall not relieve Licensee of its obligations under this Agreement, unless expressly agreed to in writing by the Licensor. Notwithstanding the foregoing, Licensee may sub-license its rights under this Agreement, in accordance with paragraph 3 of this License.

11. **NOTICE:** All notices, payments or other communication desired or required to be given hereunder (collectively, "Notice") shall be in writing, unless public safety or other imminent circumstances make written Notice impracticable and necessitate oral Notice. Written Notice shall be signed by the party so giving notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed, or (ii) on the date the Notice is received or rejected provided it is sent prepaid, registered or certified mail, return receipt requested, or (iii) on the date the notice is delivered by courier service to the address of the person to whom, it is directed provided it is sent prepaid to the address of the person to whom it is directed. The addresses of the parties as of the of execution of this License are:

To: LT-WR
P.O. Box 7890
Van Nuys, CA 91409

Copy to:
Stephen A. DiGiuseppe
Shane, DiGiuseppe & Rodgers LLP
3125 Old Conejo Road
Thousand Oaks, CA 91362

////

To Licensee:
County of Los Angeles
Chief Executive Office, Real Estate Division
222 South Hill Street, 4th Floor
Los Angeles, CA 90012

The addresses of the Parties may be amended from time to time upon written Notice from one party to the other party.

All oral notices given hereunder shall be effectively given by telephone communication as follows:

To LT-WR: 818-997-7700, or any alternative telephone number that may later be designated by LT-WR through written Notice

To Licensee: 213-974-4300, or any alternative telephone number that may later be designated by Licensee through written Notice

13. **GOVERNING LAW:** This License shall be interpreted, enforced and governed by the laws of the State of California.

14. **AMENDMENTS:** No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

15. **SEVERABILITY:** In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

16. **SOLE AGREEMENT:** This License constitutes the sole agreement between Licensor and Licensee with respect to access and maintenance of the Roadway.

17. **CAPACITY:** Each party warrants and represents that the person executing this License has the authority and capacity to do so on behalf of the parties hereto.

18. **RECORDING:** This License shall not be recorded in the records of the County of Los Angeles Registrar-Recorder or with any other recorder's office.

19. **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument. Fax signatures on a copy of the signature page shall constitute original signatures for all purposes, and the Party faxing the signature page shall maintain custody of the original signature. Failure to produce an original signature page at any later date shall have no force or effect on this Agreement. In other words, the fax signature page is all that is necessary to constitute an original binding signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"LICENSEE"
COUNTY OF LOS ANGELES
A BODY POLITIC AND CORPORATE

By: _____

Name: _____
CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM BY COUNTY COUNSEL

By: _____

Name: BYRON SHIBATA
DEPUTY COUNTY COUNSEL

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISOR

By _____, Deputy

"LICENSOR"
LT-WR LLC, a Nevada Limited Liability Company

By _____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

ADOPTED

53 JAN 21 2014

YOGIBEAR PROPERTIES, a Nevada Limited Liability Company

By _____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

SACHI A. HAMAI
EXECUTIVE OFFICER

SMOKEY THE BEAR PROPERTIES, a Nevada Limited Liability Company

By _____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

THIRD DISTRICT MEADOWLANDS, a Nevada Limited Liability Company

By _____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

(SIGNATURES CONTINUED ON NEXT PAGE)

(SIGNATURES CONTINUED FROM PRIOR PAGE)

MOUNTAINLANDS CONSERVANCY, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

PARKLANDS RANCH, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

PANORAMA RANCH, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

THIRD DISTRICT PARKLANDS, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

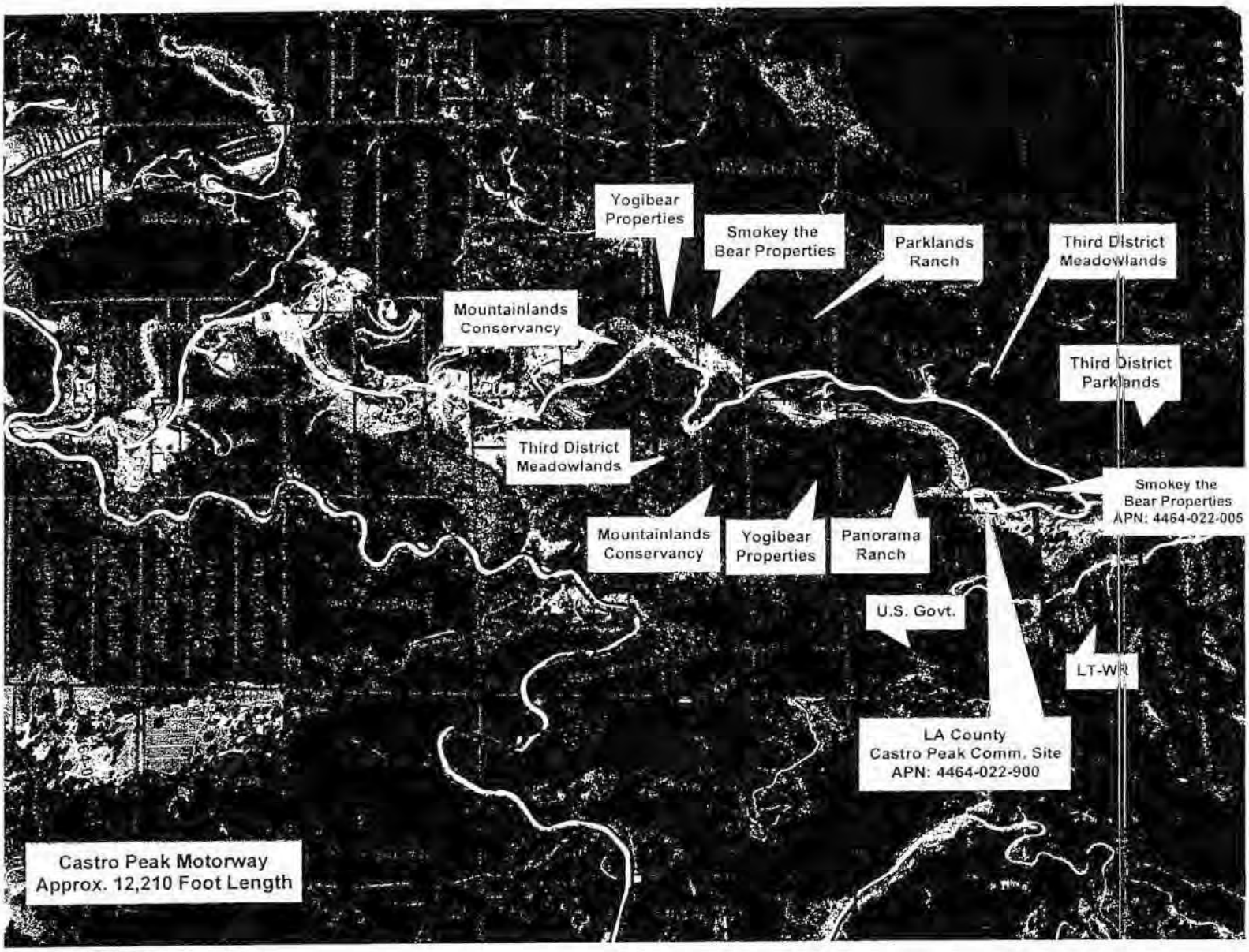
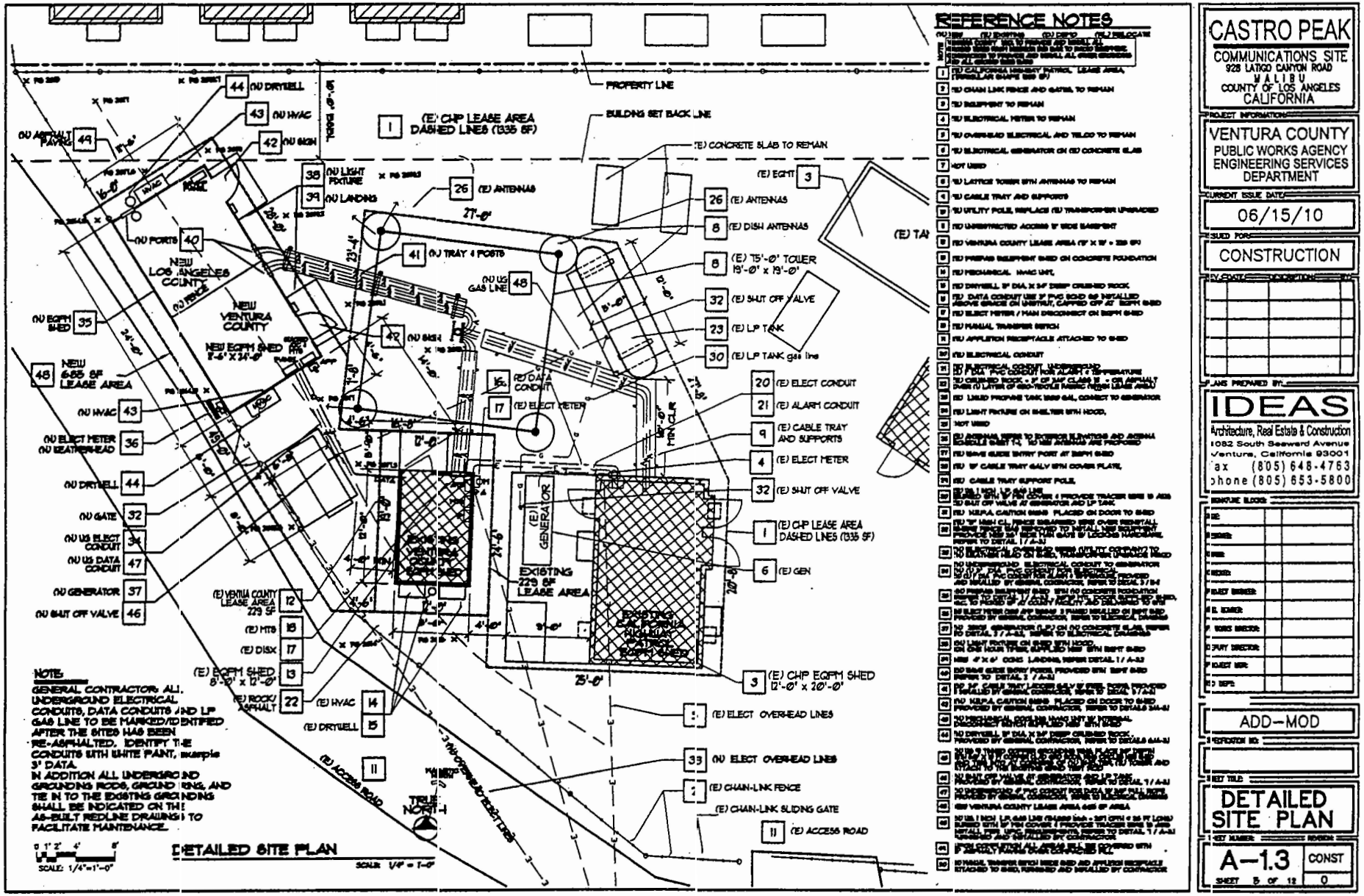

Yogibear Properties
Smokey the Bear Properties
Parklands Ranch
Third District Meadowlands
Mountainlands Conservancy
Third District Parklands
Third District Meadowlands
Smokey the Bear Properties APN: 4464-022-005
Mountainlands Conservancy
Yogibear Properties
Panorama Ranch
U.S. Govt.
LT-WR
LA County Castro Peak Comm. Site APN: 4464-022-900
Castro Peak Motorway Approx. 12,210 Foot Length

EXHIBIT D

Amended Exhibit D - License Area



REFERENCE NOTES

1	(E) CALIFORNIA HIGHWAY PATROL LEASE AREA, (IRREGULAR SHAPE 1335 SF)
2	(E) CHAIN LINK FENCE AND GATES TO REMAIN
3	(E) EQUIPMENT TO REMAIN
4	(E) ELECTRICAL METER TO REMAIN
5	(E) OVERHEAD ELECTRICAL AND TELCO TO REMAIN
6	(E) ELECTRICAL GENERATOR ON (E) CONCRETE SLAB
7	NOT USED
8	(E) LATTICE TOWER WITH ANTENNAS TO REMAIN
9	(E) CABLE TRAY AND SUPPORTS
10	(E) UTILITY POLE, REPLACE (E) TRANSFORMER UPGRADED
11	(E) UNRESTRICTED ACCESS 9' WIDE EASEMENT
12	(E) VENTURA COUNTY LEASE AREA (19' X 19' = 335 SF)
13	(E) PREFAB EQUIPMENT SHED ON CONCRETE FOUNDATION
14	(E) MECHANICAL HVAC UNIT,
15	(E) DRYWELL 9' DIA. X 24' DEEP CRUSHED ROCK
16	(E) DATA CONDUIT USE 3" PVC SCHD 80 INSTALLED ABOVE GRADE ON UNISTRUT, CAPPED OFF AT EQPM SHED
17	(E) ELECT METER / MAIN DISCONNECT ON EQPM SHED
18	(E) MANUAL TRANSFER SWITCH
19	(E) APPLETON RECEPTACLE ATTACHED TO SHED
20	(E) ELECTRICAL CONDUIT
21	(E) ELECTRICAL CONDUIT, UNDERGROUND
22	(E) 2" DIA. PVC CONDUIT FOR ALARM & TEMPERATURE
23	(E) CIRCULAR PIPE - 4" OF 24" CMP, CAN BE 3' + OF ASPHALT (NOTE: (E) LATTER SIZE TO BE VERIFIED BY CONTRACTOR)
24	(E) LIQUID PROPANE TANK 1000 GAL, CONNECT TO GENERATOR
25	(E) LIGHT FIXTURE ON SHELTER WITH HOOD,
26	NOT USED
27	(E) ANTENNAS, REFER TO POWERS ELEVATIONS AND ANTENNA SCHEDULE SHEET A-2, TO SEE ANTENNAS ARE PROPOSED
28	(E) WAVE GUIDE ENTRY PORT AT EQPM SHED
29	(E) 18" CABLE TRAY GALV WITH COVER PLATE,
30	(E) CABLE TRAY SUPPORT POLE,
31	2" DIA 1 INCH LP GAS LINE BURIED WITH 18" PVC COVER 4 PROVIDE TRACER WIRE IN ABS (E) SHUT OFF VALVE AT GENERATOR AND LP TANK.
32	(N) NFPA CAUTION SIGNS PLACED ON DOOR TO SHED
33	(N) 6' HIGH CL. FENCE REMAINDER WIRE OVER PERIMETER FENCE TOP, REFER TO INSTALL NEW PERIMETER FENCE TOP, REFER TO DETAIL 1 / A-3.1
34	2" DIA. PVC SCHED 40 CONDUIT FOR ELECTRICAL CONDUIT TO GENERATOR
35	NO UNDERGROUND ELECTRICAL CONDUIT TO GENERATOR
36	20' X 7' PVC SCHED 40 CONDUIT FOR ELECTRICAL CONDUIT TO BE INSTALLED BY GENERAL CONTRACTOR, REFER TO DETAIL 3 / S-1
37	(E) PREFAB EQUIPMENT SHED WITH (N) CONCRETE FOUNDATION
38	(E) ELECT METER (SEE APP. DRAWG.) PAINED WHITE LED ON EQPT SHED PROVIDED BY GENERAL CONTRACTOR, REFER TO ELECTRICAL DRAWING
39	(N) 4'X6' CONC LANDING, REFER DETAIL 1 / A-3.1
40	(N) LIGHT FIXTURE ON SHED WITH HOOD, ON ONE HOUR TIMER, SUPPLIED WITH EQPM SHED
41	(N) 4'X6' CONC LANDING, REFER DETAIL 1 / A-3.1
42	(N) WAVE GUIDE ENTRY PORTS, PROVIDED WITH EQPT SHED REFER TO DETAIL 3 / A-3.1
43	(N) 24" CABLE TRAY LADDER RACK 18" WIDE, PROVIDED INSTALLED BY GENERAL CONTRACTOR, REFER TO DETAILS 3/A4.1
44	(N) NFPA CAUTION SIGNS PLACED ON DOOR TO SHED PROVIDED BY GENERAL CONTRACTOR, REFER TO DETAILS 3/A4.1
45	(N) MECHANICAL CONDENSING UNIT W/ INTERNAL ACCESSORY EQUIPMENT, SEE SPEC.
46	(N) DRYWELL 9' DIA X 24' DEEP CRUSHED ROCK PROVIDED BY GENERAL CONTRACTOR, REFER TO DETAILS 4/A4.1
47	(N) 3" CONDUIT FOR (N) ELECTRICAL OVERHEAD LINES FROM (E) TOWER AND ATTACH TO (E) EXISTING TOWER LEG
48	(N) 2" DIA LP GAS LINE UNDERGROUND FOR LP TANK
	(N) SHUT OFF VALVE AT GENERATOR AND LP TANK, REFER TO DETAIL 1 / A-4.1
	(N) 20' EXTENSION OF PVC CONDUIT FOR (N) ELECTRICAL CONDUIT TO GENERATOR, REFER TO DETAIL 1 / A-4.1
	(E) VENTURA COUNTY LEASE AREA 685 SF AREA
	30' DIA 1 INCH LP GAS LINE (SEE SHEET A-2 FOR LOCATION) BURIED WITH 18" PVC COVER (PROVIDE TRACER WIRE IN ABS CONDUIT) REFER TO DETAIL 1 / A-4.1
	30' RADIAL TRANSFER SWITCH INSIDE SHED AND APPLETON RECEPTACLE ATTACHED TO SHED, FURNISHED AND INSTALLED BY CONTRACTOR

CASTRO PEAK
COMMUNICATIONS SITE
928 LATIGO CANYON ROAD
MALIBU
COUNTY OF LOS ANGELES
CALIFORNIA

PROJECT INFORMATION:
VENTURA COUNTY
PUBLIC WORKS AGENCY
ENGINEERING SERVICES
DEPARTMENT

CURRENT ISSUE DATE:
06/15/10

ISSUED FOR:
CONSTRUCTION

BY	DATE	DESCRIPTION

PLANS PREPARED BY:
IDEAS
Architecture, Real Estate & Construction
1082 South Seaward Avenue
Ventura, California 93001
Fax (805) 648-4763
Phone (805) 653-5800

SIGNATURE BLOCK:

RE:		
OWNER:		
ARE:		
MECH:		
ELECT ENGR:		
EL. ENGR:		
WORKS DIRECTOR:		
FURY DIRECTOR:		
PROJECT MGR:		
DEPT:		

ADD-MOD

EXPIRATION NO:

NEXT YOLD:

DETAILED SITE PLAN

KEY NUMBER: A-1.3 | REVISION: CONST 0

SHEET 5 OF 12

EXHIBIT E
(Ventura Shelters in Black)

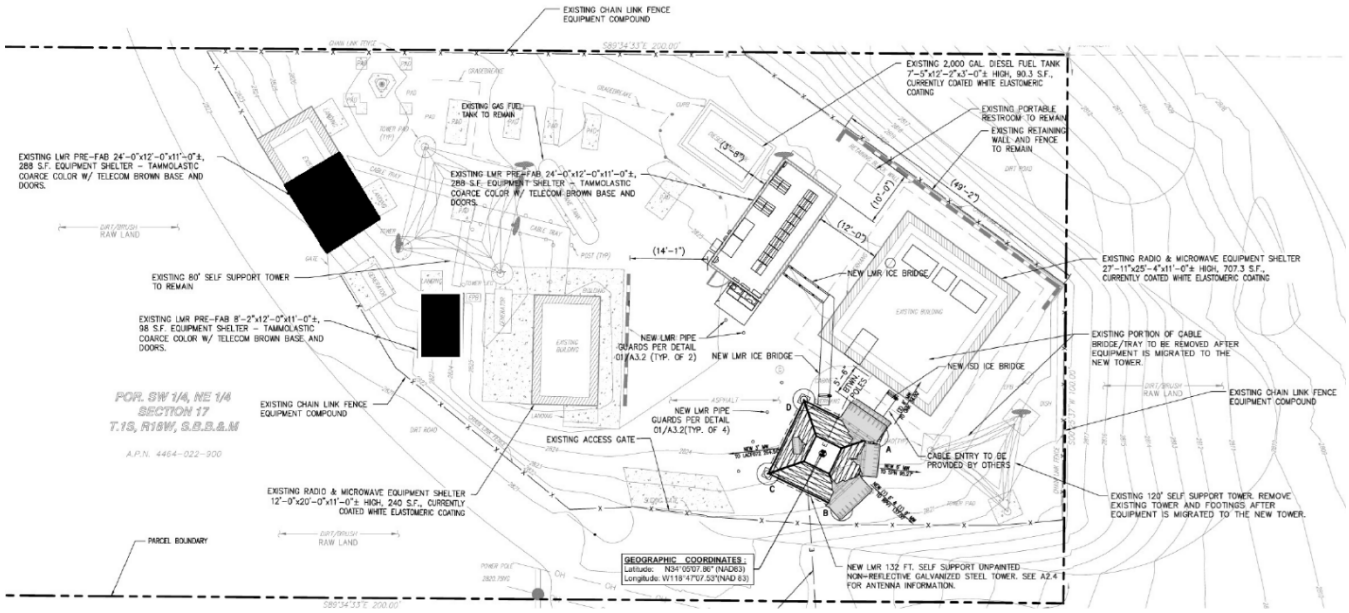


EXHIBIT F

71733

CASTRO PEAK COMMUNICATIONS SITE LICENSE

STATE LICENSE NUMBER: 1398-001

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (the "License"), is made and entered into in duplicate original this **30th** day of **March**, 2023,

BY AND BETWEEN **COUNTY OF LOS ANGELES,** a body corporate and politic, hereinafter referred to as "County" or "Licensor";

AND **STATE OF CALIFORNIA,** at the direction of the California Highway Patrol (CHP), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State" or "Licensee";

County and License may also be referred to as Party or Parties.

RECITALS:

WHEREAS, County owns certain real property commonly known as the Castro Peak Communication Site ("Site"), located at 928 Latigo Canyon Road in the City of Malibu, County of Los Angeles, California 90265 and identified as the County Assessor Parcel 4464-022-900 as shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Real Property"); and

WHEREAS, State currently operates a communication system on behalf of CHP on the Site pursuant to County Agreement No. **71733** dated August 18, 1998, amended as No. **71733-A1** on February 17, 2009, and which has been held on a month to month basis ever since it expired on August 18, 2018, while State also sublicenses the partial use of the CHP communication tower to the County of Ventura ("**Ventura**") via a State Sublicense Agreement L-2410 and a memorandum of understanding, both of which have been held on a month to month basis since they expired August 18, 2018.State is working on renewing its sublicensee with County of Ventura, incorporated herein by this reference ("**Ventura Sublicense**"), attached hereto as **Exhibit B,** should CHP and Ventura desire to continue use of the site, County must provide prior consent and

WHEREAS, Ventura has entered into County Agreement No. **L-76946** on February 17. 2009 which was amended on November 3, 2010 as No. **76946-A1** concerning Ventura's two telecommunication shelters as improvements on the Real Property licensed by Ventura for the joint use of Ventura and the County (with the joint use on the larger Ventura Shelter only), on one thousand (1,000) square feet of the Real Property, and Ventura's sublicensed use of State's tower on the one thousand three hundred and thirty five (1,335) square feet of the Real Property, and L-76946-A1 has expired on August 17, 2018, and

WHEREAS, road access and road maintenance by both State and Ventura to the Real Property is documented by the Road Access and Maintenance License, executed between County and LT-WR, LLC, owner of several parcels along the private Castro Peak Motorway, known as License **L-78110**, dated January 21, 2014, which has an initial five (5) year term and ten (10) additional five years options terms, incorporated hereto and attached hereto as **Exhibit C**,

WHEREAS, State and County desire to enter into a new license agreement (" License") on the Real Property in accordance with the terms and conditions prescribed herein;

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

1. LICENSED AREA

1.01 County hereby licenses to State, and State hereby hires and accepts from County on the terms and conditions hereinafter set forth, the use of (a) approximately 1335 gross square feet of land for State's sole use located on County's telecommunication site, and (b) 1000 gross square feet shared use of land licensed by County to Ventura for joint communication operations at the Site, commonly referred to as Castro Peak Communications Site (the "Licensed Area"), shown on **Exhibit D** attached hereto and incorporated herein by this reference.

1.02 State acknowledges its personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. State accepts the Licensed Area in it's as-is condition, and County makes no warranty, express or implied, as to the suitability of the Licensed Area for any purpose.

1.03 State may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other improvements to the Licensed Area at State's expense, provided written approval thereof is first obtained from the County's Chief Executive Office ("CEO"), which approval shall not be unreasonably withheld, conditioned, or delayed, and with permission complies with all terms and conditions of said Agreement. Notwithstanding the foregoing, State shall not be required to obtain approval for routine maintenance and replacement of equipment with substantially similar equipment of the same number and size.

1.04 State hereby acknowledges the title of the County or its successors in the Real Property and the Licensed Area, and covenants and agrees never to assail, contest, or resist said title. State further agrees that State's use and occupancy of the Licensed Area shall be in accordance with the terms and conditions of this License.

2. PURPOSE AND USE

2.01 The sole purpose of this Agreement is to allow State the right to use the Licensed Area (34°05'08.2"N 118°47'07.8"W) to use, maintain, repair and operate the following: a State-owned twenty feet ("20 ft") by ten feet ("12 ft") communication building ("Vault"), a State-owned eighty feet ("80 ft") tall telecommunication tower ("Tower"), and a State-owned indoor standby emergency generator building with generator.

The outdoor liquid petroleum (propane) fuel tank is owned by Ventura County and is their responsibility to maintain the and any other ancillary telecommunication equipment and/or service components on approximately (a) 1,335 gross square feet for State's sole use and (b) 1,000 gross square feet shared use of the Real Property licensed by County to Ventura for joint communication operations, with both (a) and (b) required to facilitate the operation of State's communication system, collectively, ("**Licensed Facility**"), as shown in **Exhibit E**, attached hereto and incorporated herein by this reference.

2.02 The Licensed Area shall be used only for the purposes authorized by Section 2.01, and such other purposes as are directly related thereto, provided express written approval therefor as approved by the County (collectively the "**Licensed Activities**"), and for no other purposes whatsoever.

2.03 Ownership of all improvements constructed by State upon the Licensed Area and all alterations, additions or betterments thereto shall remain with State until termination of this Agreement. During the term of the License, State, upon notification to County, may remove or replace its Licensee Facility and County hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise. Before termination of this Agreement, State is responsible for removal of all State-owned improvements and personal property pursuant to Sections 9(g) and 20.

2.04 The right and permission of State is subordinate to the prior and paramount right of County to the Real Property for the public purposes to which it is now and may in the future, at the option of State, be devoted, including but not limited to telecommunications. State undertakes and agrees to use the Licensed Area in such manner as will not injure or unreasonably interfere with the full use and enjoyment of the Real Property by the County outside of the boundaries of the Licensed Area. County has developed and maintained other public uses of the Real Property adjacent to the Licensed Area including the construction of telecommunication tower(s) of the Los Angeles Regional Interoperable Communications System (LA-RICS) and antennas of the City of Los Angeles. State shall make no claim against County for any inconvenience resulting from any such activities or uses of County.

3. TERM

3.01 The term shall commence upon full execution of this License (the "Commencement Date"), as described on the first page of License, and shall consist of a 10-year "Initial Term", plus two (2) 5-year Extension Options, with such rights of termination as may be hereinafter expressly set forth. Unless Licensee gives prior written notice within 60 days of the end of a term that it will not exercise its option, the License will automatically extend for an additional five years, with the last 5-year term ending January 31, 2043.

Initial Term:	Upon Execution – January 31, 2033
Extension Option I:	February 1, 2033 – January 31, 2038
Extension Option II:	February 1, 2038 – January 31, 2043

3.02 Either party shall have the option of terminating this License at any time upon giving the other party notice in writing at least 180 days in advance of such termination.

3.03 Holdover: In case State holds over beyond the end of the term herein provided with the consent, express or implied, of the Licensor, such tenancy shall be from month to month only, subject to the terms and conditions of this License, but shall not be a renewal hereof, and the rent to be paid therefor shall be the rate prevailing under the terms of this license.

4. CONSIDERATION

4.01 State hereby agrees to pay as consideration for said license during the term hereof an initial commencement Monthly Fee in arrears consisting of three components (a) Base Fee of Three Thousand Nine Hundred Forty and no/100 United States dollars ($3,940.00), (ii) Road Access Fee of Four hundred United States dollars ($400.00) for a total rent of Four Thousand Three Hundred Forty and no/100 dollars ($4,340.00), paid in arrears; (iii) a thirty percent (**30%**) sublicense revenue sharing attributable to the rent received by CHP pursuant to any MOU or sublicense with any non-State sublicensees including but not limited to Ventura. State reserves the right to substitute and/or sublet to other State agencies, and such substitution/subletting shall not be considered an event subject to the 30% revenue share.

4.02 The first monthly Fee payment shall be prorated for the number of days used during the month of the Commencement Date, due and payable at the end of the month following the Commencement Date, and thereafter the monthly Fee will be payable in arrears on the first (1st) day but no later than the fifteenth (15th) day of the month following each and every applicable month of the term hereof.

4.03 In the event of an unresolved State budget, said consideration shall be suspended as past due with interest charge or late payment penalty waived until State budget is approved. State remains responsible for the full amount of the past due consideration and such amount must be paid in full once the State budget is approved.

4.04 Payments shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to:

County of Los Angeles
Auditor-Controller, Administrative Services,
500 West Temple Street, Room 410
Los Angeles, California 90012
Attn: Franchise/Concessions Section

State shall include, in the Payment Identification Data Section of its check stub, the License number and the site or building name and address.

A late payment penalty, equal to five percent (5%) of the monthly Base License Fee, shall be added to any late payment received by the Auditor-Controller. For purposes of this section 4, State acknowledges that such payments are due on the 1st day of each month, and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 15th day of the month when such payment was due.

Furthermore, the late payment penalty herein provided may be waived in writing by the Chief Executive Officer (CEO) whenever the CEO finds late payment excusable by reason of extenuating circumstances. At no time during the term hereof shall the County be obligated to notify State of any accrual or accumulation of late payment penalty charges.

4.05 The delivery of this License and any indemnity provided in this License shall not directly, indirectly or contingently, obligate State to levy any form of taxation or to make any appropriation. Any obligation of State created by or arising out of this License shall not impose a debt or pecuniary liability upon State, or a charge upon the general credit or taxing powers thereof but shall be payable solely out of legally available funds duly authorized and appropriated by the State of California.

5. PAYMENT ADJUSTMENT

5.01 Commencing with the anniversary of the first Commencement Date of the License, and for each successive one-year period thereafter, including the extension periods, the Monthly Fee components (a) Base Fee, and (ii) Road Access Fee, set forth in Paragraph 4.01 shall be subject to a three percent (3%) increase, paid in arrears.

5.02 Commencing as of the anniversary date indicated, the Monthly Fee schedule shall be adjusted according to the 20-year summary table as follows:

Start Date	End Date	Payment	Start Date	End Date	Payment
Initial 10 year Term			First 5 year option		
2/1/2023	1/31/2024	$4,340.00	2/1/2033	1/31/2034	$5,832.60
2/1/2024	1/31/2025	$4,470.20	2/1/2034	1/31/2035	$6,007.57
2/1/2025	1/31/2026	$4,604.31	2/1/2035	1/31/2036	$6,187.80
2/1/2026	1/31/2027	$4,742.44	2/1/2036	1/31/2037	$6,373.44
2/1/2027	1/31/2028	$4,884.71	2/1/2037	1/31/2038	$6,564.64
2/1/2028	1/31/2029	$5,031.25	Second 5 year option		
2/1/2029	1/31/2030	$5,182.19	2/1/2038	1/31/2039	$6,761.58
2/1/2030	1/31/2031	$5,337.65	2/1/2039	1/31/2040	$6,964.43
2/1/2031	1/31/2032	$5,497.78	2/1/2040	1/31/2041	$7,173.36
2/1/2032	1/31/2033	$5,662.72	2/1/2041	1/31/2042	$7,388.56
			2/1/2042	1/31/2043	$7,610.22

TAXES

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

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

5.05 If State fails to pay any lawful taxes or assessments upon the Licensed Area which State is obligated to pay, State will be in default of the License.

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

6. ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

6.01 State shall make no renovations, alterations, or improvements to the Licensed Area other than to install, maintain and operate the Licensed Facility in accordance with the documentation attached hereto as Exhibit C, without the prior written consent of County, which permission shall not be unreasonably conditioned, delayed or denied. County shall provide State with its approval or disapproval of such proposed alterations or modifications (the "Request") in writing, within thirty (30) days of receipt of State's Request, otherwise such Request shall be deemed denied.

6.02 County shall assume no liability relating to the removal or other disposition of any of State's personal property placed on the Licensed Area or obligation to perform any environmental remediation pertaining to any of State's equipment or fuel holding facilities or other personal property, including without limitation fuel tanks and lines.

7. INSTALLATION

8.01 State shall install the Licensed Facility at its own expense and risk as approved by County, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the County. State's installation shall be located and mounted on the Real Property located within the Licensed Area. State and any Sub-Licensee shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. The Licensed Facility of State and any potential Sub-Licensee shall be clearly identified with their name, address, telephone number, Federal Communications Commission (FCC) license and frequencies in use. Such identification shall be attached to State's Licensed Facility in plain view. State and any proposed Sub-Licensee shall not alter or replace the Licensed Facility without first receiving written permission from the County.

8.02 State agrees that County may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment. Any third party granted rights by the County shall comply with all noninterference rules of the FCC.

8. OPERATIONAL RESPONSIBILITIES

8.01 State and any Sub-Licensee shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County. At all times hold a valid FCC license for the Licensed Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the Licensed Area.

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

(c) Request prior permission for access and entry to the Real Property for vehicles over thirty-three thousand (33,000) pounds. State shall request, in writing, County and Access owner, LT-WR's consent at lease fifteen (15) business days prior to the desired date of use. The large vehicular access shall be allowed with County and LT-WR's prior consent, which shall not reasonably withhold. Vehicles up to thirty-three thousand (33,000) pounds and with rubber tires shall be allowed along the Access without prior consent from the County and its Access owner LT-WR.

(d) Assume the risk of loss, damage or destruction to the Licensed Facility and any and all fixtures and personal property belonging to State that are installed or placed within the Licensed Area, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the County, its agents, employees or contractors.

(e) Repair or replace any and all County property lost, damaged, or destroyed arising out of State's activities. Should State fail to promptly make such repairs, after written demand by County, County may have repairs made and State shall pay the cost thereof.

(f) Maintain the Licensed Area to the satisfaction of County to the conditions that existed at the commencement of this License, other than for ordinary wear and tear or damage or destruction by the acts of nature beyond the control of State. The Licensed Area shall be kept neat and clean by the State and ready for normal use by County and other users. Should State fail to accomplish this following notice from County, County may perform the work and State shall pay the cost thereof upon written demand by County.

(g) Upon expiration, cancellation, or other termination of this License, State shall remove, subject to the provisions of Section 20 below and at no cost to County, any and all equipment, personal property and improvements of the Licensee and restore the entire Licensed Area to its condition prior to the execution of this License, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted; provided however, County may approve in writing, any deviation from this requirement.

9. ACCESS

9.01 County hereby grants to State and State-approved contractors, a nonexclusive right to use, at its sole risk, along with an access fee as described in Section 4.01 and Section 5.02 and during the term and option period of this License, the means of access which serves the Licensed Area (the "**Access**"). State and its approved contractors acknowledge and accept the present condition of the Access, and accept that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage resulting from any negligent or non-negligent acts pertaining to the use of the Access to the Licensed Area by State or anyone acting on its behalf. Said right to use the Access shall be given only to State's approved

representative upon evidence of such approval being presented to County. Ventura shall pay a separate fee to the County for Ventura's access to the Real Property. State acknowledges that County cannot guarantee the use of the Access and that County assumes no liability for or arising from any lack of Access or defect in the State's ability to use the Access.

9.02 Licensee acknowledges and agrees that occasions may arise requiring State to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall or any extraordinary fees related to a judgement placed upon County related to the Access. State hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from County and acknowledges and agrees that the details of any such clean-up or repair and associated cost shall be decided exclusively by the County. Notwithstanding the foregoing, the State's financial burden pursuant to this Section 10.02 shall not exceed Ten thousand dollars ($10,000) per incident.

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

10. INTERFERENCE

State shall not use the Licensed Area in any way which interferes with the use of the Property by County or County's agents, invitees or other licensees who may occupy portions of the Real Property. State shall be responsible for electromagnetic compatibility of the State's equipment with County and its public safety agency partners' existing equipment at the site installed prior to the State's equipment, all of which is public safety equipment. County shall not be liable for any potential or actual electronics conflict. In the event any interference with County Sheriff Department, County Fire Department, Countywide Integrated Radio System ("CWIRS"), Paramedic, or the Los Angeles Regional Interoperable Communication Systems ("LA-RICS"), is caused by State's equipment or operations, State shall be immediately notified of such interference and such equipment or operations will be given a time schedule for modification, and State hereby authorizes County to cause such scheduled modification to be executed until such interference is eliminated by State.

County acknowledges that State's public safety communication equipment has some interoperability with County and shall use its best efforts to facilitate cooperation between State and other Licensees to eliminate electronics conflicts. In the event that County at its sole discretion requires State to terminate its entire operation on the Licensed Area due to said interference, State may resume operation, under the same terms and conditions of this License, once the interference has been eliminated as determined by County in its sole discretion.

11. UTILITIES

11.01 State shall provide and pay for all necessary utilities, including telephone and telephone charges. State waives any and all claims against County for compensation for loss of damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Licensed Area.

11.02 State may underground, at its expense, all its electrical cables and wires running within the confines of the Licensed Area, as conditions permit and as agreed to by County.

12. HOLD HARMLESS AND INDEMNIFICATION

12.01 To the extent permitted by law, County agrees to indemnify and hold harmless State from any and all damages arising out of County's performance of its obligations or exercise of its rights under this License, except to the extent that any such damages suffered by State is the result of the State's, negligent or willful acts or omissions, or those of any persons acting under or on behalf of the State.

12.02 To the extent permitted by Government Code Section 14662.5, the State of California agrees to indemnify and hold harmless the County from any and all damages arising out of the State's performance of its obligations or exercise of its rights under this License, except to the extent that any such damages suffered by the County are the result of the County's negligent or willful acts or omissions, or those of any persons acting under or on behalf of the County.

12.03 Pursuant to Government Code Sections 895.4 and 895.6, if any party is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring during the performance of this License and pays in excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this License. The pro rata share of each party shall be determined according to the comparative fault of the respective parties, as between them.

12.04 In the event the parties to this License are named as codefendants in any litigation by third parties arising out of the rights and obligations of this License or indirectly related to this License the parties agree to cooperate in such litigation and, to the extent feasible, and where determined to be appropriate, use common legal counsel or authorize or direct tenders of defense under applicable insurance policies.

13. INSURANCE

13.01 State has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

13.02 Under this form of insurance, the State and its employees (as defined in Section 810.2 Government Code) are insured for any tort liability that may develop through carrying out official activities, including official operations on non-State owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the:

Attorney General, State of California, Tort Liability Section,
1300 I-Street, Suite 1101, Sacramento, California 95814
(P.O. Box 944255, Sacramento, CA 94244-2550).

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

Office of Risk and Insurance Management, Auto Self-Insurance,
707 Third Street, West Sacramento, California 95605
(P.O. Box 989052, Sacramento, CA 95798-9052).

13.04 The State has entered into a Master Agreement with the State Compensation Insurance Fund to administer worker compensation benefits for all State employees, as required by the Labor Code.

15. LIABILITY

County shall not be liable for any consequential events (including without limitation bodily injury, death, personal injury or property damage) related to, arising or resulting from any failure, interruption or disturbance to Licensee's Permitted Activities, which arises, in whole or in part, from County-inflicted damage to the State's Licensed Facility.

16. NOTICES

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

State of California Department of General Services
Attention: Lease Management Unit 1398-001
707 Third Street, 5th Floor
West Sacramento, CA 95605
(916) 375-4044 (office)
Email: LeaseManagement@dgs.ca.gov

With a copy to: California Highway Patrol
Telecommunications Section – Leasing
601 North 7th Street – Building C
Sacramento, CA 95811
(916) 843-4200
CHPTelecomleasing@chp.ca.gov

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

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

County of Los Angeles Chief Executive Office
Real Estate Division, County-owned Property Section
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attn: Joyce L. Chang, Senior Manager
Phone: (213) 974-4200
Fax: (213) 217-4971
Email: JChang@ceo.lacounty.gov

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. LICENSED FACILITY REMOVAL

State shall remove its Licensed Facility and all other of State's improvements and other property from the Licensed Area and the Property, and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, on or before the expiration of this License, unless this License is otherwise terminated or cancelled prior to the expiration date provided herein, in which case State shall remove from the Licensed Area and the Property all of its Licensed Facility and personal and real property and restore the Licensed Area to its original condition, reasonable wear and tear and damage or destruction by the acts of nature beyond the control of State excepted, within ninety (90) days after the cancellation. If weather conditions, lack of access to the Licensed Area or the processing of local demolition permits render the timely removal of State's property impossible, then State shall have thirty (30) days from the earliest date on which access or local permit is obtained in which to comply with this provision.

17.1. If State does not timely remove the entirety of its Licensed Facility, improvements, and other property from the Licensed Area and the Real Property within the time provided in Section 18.01 hereof, County may, but shall not be required to, remove at State's expense State's Licensed Facility and all other property. State shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal or real property. County shall incur no liability for any damage to State's Licensed Facility during removal or storage.

18. INDEPENDENT STATUS

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

19. EMPLOYEES

All references to the "State" in this License are deemed to include the employees, agents, contractors and anyone else involved in any manner in exercise of the rights herein given to the undersigned License.

20. AMENDMENT AND ASSIGNMENT

This License is designated only to State in accordance with the requirements outlined in Section 4.04. In the event State shall attempt to assign the same in whole, or transfer in part without the express written consent of County, all rights hereunder shall immediately terminate.

21. DEFAULT

State shall make all payments to County without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of State to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of State or County to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this License may, at the non-defaulting party's sole discretion, be terminated. Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this License may not be terminated under this Section. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

22. WAIVER

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

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

23. HAZARDOUS MATERIALS

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

24. ENFORCEMENT

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

25. DAMAGE OR DESTRUCTION

If the County, at its sole discretion, determines that 1) the Licensed Area is damaged by fire, incidents of war, earthquake, or other act of nature to the extent that the Licensed Area cannot reasonably repaired within forty-five (45) days of the damage, or 2) said damage will disrupt State's operations on the Licensed Area for over forty-five (45) days, then either County or State may terminate this License upon fifteen (15) days prior written notice to the other party. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License. Notwithstanding the foregoing, the License Fee shall abate during the period of repair following such fire or other casualty in proportion to the degree to which State's use of the Licensed Area is impaired.

26. SOLICITATION OF CONSIDERATION

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

26.02 State shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

27. CONFLICT OF INTEREST

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

28. AUTHORIZATION WARRANTY/SIGNATURE AUTHENTICITY CLAUSE

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

29. GOVERNING LAW, JURISDICTION, AND VENUE

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

30. COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

31.04 If the County finds that any of the above provisions of this section 31 have been violated, such violation shall constitute a material breach of this License upon which the County may terminate or suspend this License.

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

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

32. NON-EXCLUSIVITY

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

33. PUBLIC RECORDS ACT

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

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

33.03 In the event the County is required to defend an action on a Public Records Act request as requested by State for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret, "confidential", or

"proprietary", the State agrees to refund and indemnify the County from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after State's receipt of County's invoice.

34. OTHER TERMS AND CONDITIONS

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

34.02 Habitation. The Licensed Area shall not be used for human habitation.

34.03 Non-Interference. State shall not use the Licensed Area in any way which interferes with the use of the Real Property by the County, or lessees or licensees of County, with equipment installed prior to State's installation of the Licensed Facilities. Similarly, the County agrees to use best efforts to ensure that its use of the Real Property and the use of the Real Property by its lessees, licensees, employees, invitees or agents will not in any way interfere with the operation of State's then-current Licensed Facilities ("Prohibited Interference").

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

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

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

35. STATE'S STAFF AND EMPLOYMENT PRACTICES

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

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

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

36. BANKRUPTCY

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

37. TRANSFER

State acknowledges that the rights conferred herein are specific to State and do not operate to confer on or vest in State any title, interest, or estate in the Licensed Area or any part thereof, and therefore, State shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License. State acknowledges and agrees that County may terminate this License or assign or otherwise transfer its interest in this License to the Los Angeles Regional Interoperable Communication Systems ("LA-RICS") or any other entity, organization, or governmental agency that the County, in its sole discretion, may select, if the County transfers its interest in or responsibility for the Castro Peak Communication Site (which includes the Licensed Area) to LA-RICS or any other entity.

38. INTERPRETATION

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

39. ELECTRONIC SIGNATURES

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically.

An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered and had been signed using a handwritten signature. County and State (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

40. ENTIRE AGREEMENT

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

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

LICENSEE

STATE OF CALIFORNIA

DIRECTOR OF DEPARTMENT OF GENERAL SERVICES

By: Digitally signed by Deron Morillas Date: 2023.03.13 11:45:50 -07'00'

DERON MORILLAS
Assistant Chief
Real Estate Leasing and Planning

DGS APPROVAL RECOMMENDED

DEPARTMENT OF GENERAL SERVICES

By: Kimberley Tsumura Digitally signed by Kimberley Tsumura Date: 2023.03.06 18:35:39 -08 '0 0'

KIMBERLEY TSUMURA
Senior Real Estate Officer
State Owned Leasing and Development

CONSENT:

CALIFORNIA HIGHWAY PATROL

By:

J.D. SACCANI
Assistant Chief
Administrative Services Division

LICENSOR

COUNTY OF LOS ANGELES

FESIA A. DAVENPORT
Chief Executive Officer

By: John T. Cooke (Mar 23, 2023 10:56 PDT)

JOHN T. COOKE
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By:

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Rory LoAllen Digitally signed by Rory LoAllen Date: 2023.03.14 10:40:26 -07'00'

Deputy

Exhibit “A”

Real Property Location



EXHIBIT G

County of Ventura

Attachment 4 to LA County Communications Sites Technical Data Questionnaire

6. Types of Antennas, Specifications, Make & Model #:

    a. Tx Panel, 746-960 MHz 11 dBd 60°, RFI Technology Solutions BPA7496-60-13-P
    b. Rx Omni, 746-870 MHz 8 dBd 360°, RFI Technology Solutions CC807-08-P
    c. MW 2’ Dual Pole Dish, 10.000 - 11.700 GHz 38 dBi 3.3° Beam Width, CommScope VHLPX2-11W
    d. MW 3’ Dual Pole Dish, 10.125 - 11.700 GHz 38 dBi 2° Beam Width, CommScope VHLPX3-11W
    e. MW 4’ Dual Pole Dish, 10.125 - 11.700 GHz 48 dBi 1.6° Beam Width, CommScope VHLPX4-11W
    f. MW 6’ Dual Pole Dish, 5.925 – 7.125 GHz 39 dBi 1.8° Beam Width, CommScope VHLPX6-6W
    g. MW 8’ Dual Pole Dish, 10.000 - 11.700 GHz 46 dBi 0.9° Beam Width, CommScope USX8-11W

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this ___day of _____, 2026 (Effective Date"), by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("Licensor" or "County") and Los Angeles Department of Water and Power ("Licensee").

RECITALS:

A. **WHEREAS**, County is the owner of certain real property more commonly known as the former Mission Canyon Landfill (Landfill), located at 2501 N. Sepulveda Blvd., Los Angeles, CA, also known as Assessor's Parcel Number: 4490-002-907 (the "Property") and is authorized to grant a license for use of a portion of the Property pursuant to Gov. Code 25537 and/or 26227; and

B. **WHEREAS**, Licensee entered into a license agreement with County on June 5th, 2017 ("2017 Agreement") that allowed Licensee to use a portion of the Property for construction staging and parking for their power pole replacement project for a term of two years;

C. **WHEREAS,** Licensee has continued to use a portion of the Property beyond the term of the 2017 Agreement and desires to continue to use, a portion of said Property, which is not required exclusively for County use, during the term, as described herein; and

D. **WHEREAS**, Licensee desires to use said portion of the Property for the purposes of construction lay-down, installation and use of restroom facilities, storage, and staging areas for staff, equipment, and materials as part of its transformer, cable, and power pole replacement program; and

E. **WHEREAS**, County wishes to grant a License to Licensee upon the following terms and conditions.

AGREEMENT

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

1. LICENSED AREA AND USE

1.1 County hereby provides a License to Licensee and Licensee hereby agrees to the use upon the terms and conditions hereinafter set forth for the purposes of construction staging, lay-down, storage for equipment and material, over that approximately 14,283 sq. ft. portion of the Property and for (50) unreserved parking spaces as depicted on Exhibit "A", described in Sections 1.2, 1.3 and 1.4, of this License. Exhibit "A" is attached hereto and incorporated by this reference (the "Licensed Area").

1.2. The Licensee shall be allowed to access the Licensed Area on all days and times including holidays and weekends for Licensees use as needed. The County shall have the option to change the hours and day(s) that Licensee is permitted to access the Licensed Area, as necessary. Licensee shall have the right to access the Licensed Area 24 hours per day, 7 days per week in case of emergencies.

1.3 The Licensed Area shall be used only by the Licensee and its contractors for the purposes of equipment storage and staging area for Licensee's electrical and telecommunication equipment, and staff parking only.

1.4 Licensee shall only be able to store equipment and park in the Licensed Area and no alterations or improvements to the Licensed Area are permitted unless written approval is first obtained from the Chief Executive Office ("CEO"). Upon written approval, all improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.5 In the event that Licensee makes any alterations or improvements in violation of Section 1.4 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

a. Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;

b. Remove the alterations or improvements and charge Licensee for the cost of such removal;

c. Notify Licensee of County's intent to retain, upon termination of the License, any and all improvements installed by Licensee in violation of Section 1.3; and/or

d. Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.6 Licensee acknowledges that it has performed personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its "AS-IS" physical condition and shall make no demands upon County for any improvements or alterations thereof.

1.7 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area, and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.1 The term of the License shall commence upon execution of this License by the County and approval by the Board of Water and Power Commissioners (the "Commencement Date") and shall continue on a month-to-month basis unless earlier terminated in accordance with this License, provided that in no event shall this License remain in effect beyond the date that is five (5) years after the Commencement Date.

2.2 The License may be terminated by either party hereto during the month-to-month term by providing at least thirty (30) days advance written notice to the other party before the intended date of termination. Should the License be terminated, all obligations, duties, payments, and rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition. If Licensee remains on the Property after termination of this License, at County's

sufferance, it shall be at the County's sole discretion, which can be terminated on 15 days prior written notice ("Grace Period"). Use of the Licensed Area during this Grace Period shall be subject to the terms and conditions of this License and shall not create any possessory rights in Licensee or be construed to create a month-to-month tenancy.

2.3 Subject to Section 4 of this License, in the event of any default by Licensee under this License or the Operating Responsibilities, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

3. CONSIDERATION

3.1 Licensee shall pay County for the use granted herein a lump sum payment in the amount of FOUR HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS ($450,000.00) upon the Commencement Date, which equates to the total rental payments due from Licensee commencing on the second-year anniversary of the 2017 Agreement until present, for use of the Property by Licensee.

3.2 Licensee shall pay County the sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($7,500.00) per month for the entire term of this License. Payments for the term shall be payable on the first day of each and every month until the license is terminated, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor-Controller, Administrative Services, Room 603, 500 West Temple Street, Los Angeles, CA 90012, Attention: Franchise/Concessions Section.

4. OPERATING RESPONSIBILITIES

4.1 Compliance with Laws. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all City, State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover, including but not limited to the City of Los Angeles and the County of Los Angeles. Licensee shall maintain the Licensed Area in compliance with all applicable County ordinances and City of Los Angeles ordinances and State and Federal laws and regulations.

4.2 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

4.3 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges, which may be made for the removal thereof.

4.4 Security. The Licensee shall be responsible at its expense for securing the Licensed Area to standards determined by the County, provided, however that security of the Licensed Area ultimately shall be the responsibility of Licensee. County shall not be liable to Licensee, its vendors, visitors, invitees or any other parties for any injury, death, theft, loss or damages occurring within or related to the Licensed Area. Licensee has made the determination that the Licensed Area is adequate and safe for the uses contemplated under this License. Should Licensee deem otherwise in the future, security measures deemed necessary shall be installed by Licensee at its expense subject to County's approval of the required improvements. Licensee shall be responsible for securing the Licensed Area, including the repair and maintenance of the existing security gate and keycard system located at the entrance to Mission Dump Road. Said security gate and keycard system will be repaired and maintained to standards determined by CEO.

4.5 Maintenance. Licensee shall be responsible for maintaining the Licensed Area in good and substantial repair and condition; and in compliance therewith shall perform all repairs to or replacement of all improvements and equipment thereon, including the painting thereof, as needed and/or upon written request therefore by the Chief Executive Office. The Licensed Area shall be maintained to the satisfaction of the County. In the event Licensee fails to maintain the Licensed Area to County's satisfaction, County reserves the right to cure and bill Licensee for all costs.

4.6 Utilities. Licensee shall be responsible for payment of all utilities necessary for the operation of the Licensed Area.

4.7 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.8 Access to County Facilities. Licensee shall be responsible for maintaining the Licensed Area in compliance with the Americans with Disabilities Act (ADA) and shall be responsible for maintaining the access ways to the Property and the Licensed Area in compliance with the ADA.

4.9 Marketing Program. No marketing activities shall be undertaken without the approval of the Chief Executive Officer. Should such a program be created, Licensee shall bear all the costs for the program.

4.10 Lighting. Any lighting installed by Licensee within the Licensed Area shall be subject to the review of County prior to install.

5. INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION:

The Licensee and its vendors, agents, employees, invitees or visitors shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively "County Indemnitees"), from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses

(including attorney and expert witness fees), to the extent arising out of Licensee's use or occupancy of the Licensed Area, or the acts or omissions of Licensee in connection with this License, except for such loss or damage arising from the active negligence or willful misconduct of the County Indemnitees.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

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

A. Evidence of Coverage and Notice to Licensor

• Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming Licensor and its Agents (defined below) has been given Insured status under the

Licensee's General Liability policy shall be delivered to Licensor at the address shown below and provided prior to the start day of this License.

• Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.

• Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand ($25,000.00) dollars, and list any Licensor required endorsement forms.

• Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

• Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division-County Owned Section
555 W. Fifth St., 36th Floor
Los Angeles, CA 90013

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

B. Additional Insured Status and Scope of Coverage

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

C. Cancellation of/or Change of Insurance

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

D. Failure to Maintain Insurance

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

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

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

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business

in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

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

H. Waiver of Subrogation

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

I. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR. The Licensor retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licensor, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation,

administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Licensor Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE TYPES AND LIMITS

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

General Aggregate:	$ 2 Million
Products/Completed Operations Aggregate:	$ 1 Million
Personal and Advertising Injury:	$ 1 Million
Each Occurrence:	$ 1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

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

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

E. Environmental/Pollution Liability Insurance. Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under section “B” for removal of pollutant from the work site. Contractor shall maintain limits not less than $3 million aggregate.

F. Self Insurance. Sections II and III shall provide that notwithstanding anything to the contrary, at its sole option, but on prior written notice to Licensor, Licensee may satisfy its obligations under the insurance requirements of Section II and III by a combination of formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by Licensee’s risk management staff. Licensee shall furnish Licensor a Letter of Self Insurance or other written evidence of its election to provide all or part of its coverage under a risk pooling, risk retention, or self-insurance program or

combination thereof.

6. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

7. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

8. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

8.1 Termination of License and Remedies.

In the event of any default by Licensee, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

8.2 County's Right to Cure Licensee's Defaults.

County may at any time after Licensee commits an act of default pursuant to this License, upon ten (10) days' notice, or a shorter period if additional damage may result, cure such act of default for the account and at the expense of Licensee.

8.3 Remedies Cumulative.

All rights and remedies of County under this License shall be non-exclusive of and in addition to any other remedy available to County at law or in equity.

9. WAIVER

9.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be

construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

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

10. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition as to be determined by County.

11. ENFORCEMENT

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

12. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

13. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Los Angeles Department of Water and Power
Real Estate Services
221 N Figueroa St, Suite 1600,
Los Angeles, CA 90012
Attn: Director of Real Estate
Reoffice@ladwp.com
(213) 367-0564

or such other place as may hereinafter be designated in writing to the County by Licensee.

Notice served by mail upon County shall be addressed to:

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

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

14. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the Property on which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including any equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by California licensed contractors; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

15. DAMAGE OR DESTRUCTION

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

16. SOLICITATION OF CONSIDERATION

16.1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent who has had any involvement in the negotiation, consummation or administration/management of a license.

16.2. Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

17. CONFLICT OF INTEREST

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

18. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation

assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

19. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

20. TAXATION OF LICENSED AREA

20.1 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.2 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

20.3 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area, which Licensee is, obligated to pay, Licensee will be in default of the License.

20.4 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. INTERPRETATION

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

22. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

23. NONDISCRIMINATION

Licensee certifies and agrees that all persons thereby and/or the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act

of 1964; the Unruh Civil Rights Acts; the Cartwright Act; and the State Fair Employment Practices Act. Licensee certifies and agrees that all persons invited on the Premises by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and compliance

with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

24. ELECTRONIC SIGNATURE/COUNTERPARTS

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. County and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E- SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction

25. ENTIRE AGREEMENT

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

[*SIGNATURES FOLLOW ON NEXT PAGE*]

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

LICENSEE:

Date 09/22/2026

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

By: John Smith for
John Smith for (Aug 17, 2026 10:45:46 PDT)

DAVID W. HANSON
Interim General Manager

Date: Aug 17, 2026

And:

CHANTE L. MITCHELL
Board Secretary

Jason Rondou

JASON L. RONDOU
Interim Chief Operating Officer and
Senior Assistant General Manager
Power System

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney
By

JOHN A. CARVALHO
Deputy City Attorney
Date: June 1, 2026

COUNTY OF LOS ANGELES:

JOSEPH M. NICCHITTA
Chief Executive Officer

By:_____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By:_____
Deputy

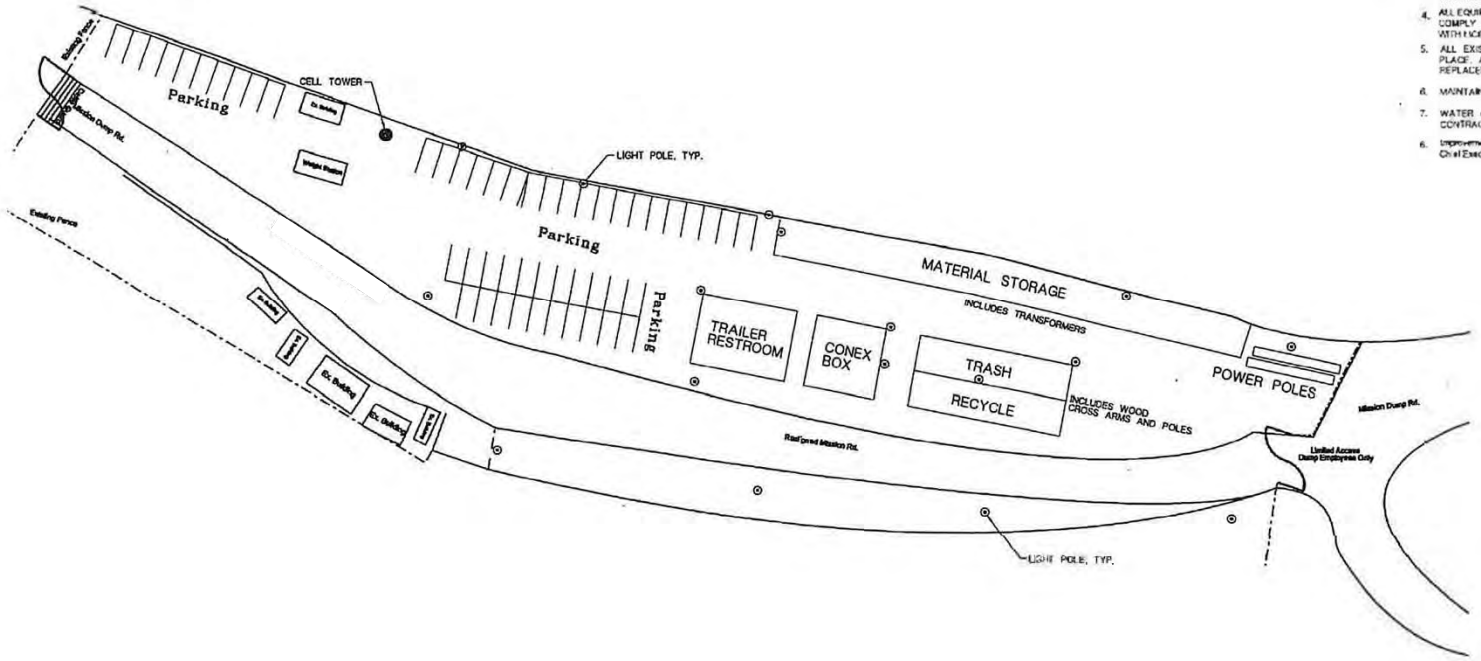
APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Roberto Saldana
Senior Deputy County Counsel

GENERAL NOTES

1. LESSEE IS TO RESTORE THE LAND TO ITS PRE-CONSTRUCTION CONDITION
2. PAVED ROAD WILL REMAIN CLEAR AT ALL TIME FOR FIRE ACCESS
3. ANY INLETS OR DRAINAGE STRUCTURES WITHIN YARD BOUNDARY NEEDS TO BE PROTECTED, NONE NOTICED ON INITIAL CHECK
4. ALL EQUIPMENT AND MATERIAL LAY DOWN AREAS WILL COMPLY WITH LICENSEE'S BEST MANAGEMENT PRACTICES - EXHIBIT C
5. ALL EXISTING FACILITIES WILL BE PROTECTED IN PLACE. ANY DAMAGED FACILITIES WILL BE REPLACED
6. MAINTAIN AND REPLACE EXISTING LANDSCAPE
7. WATER AND POWER TO BE OBTAINED BY CONTRACTOR
8. Improvements are to be approved by the Chief Executive Office



Total = 14283 SF

N

LEGEND

Gate

Lights

Security Fence w/ Green Fabric & Silt fence

EXHIBIT A

REVISIONS

PRELIMINARY PRINT NOT FOR CONSTRUCTION

PRELIMINARY PRINT NOT FOR CONSTRUCTION

MISSION ROAD YARD

2901 N SEPULVEDA BLVD

POWER SYSTEM
DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES