

AGREEMENT

THIS AGREEMENT, made and entered into between PETER GARIBALDI, hereinafter called the "LANDOWNER" and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "COUNTY":

W I T N E S E T H

WHEREAS, LANDOWNER has real property suitable for a radio station vault and incidental facilities commonly referred to as "vault", in El Dorado County, California.

WHEREAS, LANDOWNER and COUNTY wish this agreement to be based upon the consideration of improved COUNTY law enforcement radio communication for the public's good and the willingness of LANDOWNER to provide the necessary property space in return for the aforesaid improvement in law enforcement radio communication; and

WHEREAS, COUNTY desires to retain it's radio equipment in the vault and it's antenna on LANDOWNER'S property, and LANDOWNER is willing to permit the same, subject to the following terms and conditions:

Monthly Rent-\$450.00 per month which includes electricity:

Total per month = \$450.00

Yearly fee = \$5,400.00

1 This is a five-year lease. LANDOWNER shall submit to COUNTY
2 request for payment annually.

3 1. LEASE. LANDOWNER does hereby lease to COUNTY space
4 for and/or within said vault and does hereby grant
5 to COUNTY permission to maintain radio equipment of
6 COUNTY on said property of LANDOWNER located at:
7 5101 Omo Ranch Rd., Fairplay, El Dorado County,
8 California (Radio tower owned by Peter Garibaldi).

9 2. FREQUENCIES ALLOWED. COUNTY shall transmit and
10 receive on the following frequencies and shall not
11 change or add to these frequencies without prior
12 written consent of LANDOWNER.

<u>Transmit</u>	<u>Receive</u>
14 159.600 MHz	161.070 MHz
15 159.690 MHz	161-565 MHz
16 439.660 MHz	465.1125 MHz
17 160.695 MHz	465.0875 MHz
	465.2235 MHz
	465.3725 MHz
	146.205 MHz
	160.695 MHz

22 3. ELECTRIC SERVICE. LANDOWNER shall provide
23 commercial electrical service to be used by COUNTY.
24 LANDOWNER shall not, however, undertake to furnish
25 said services except when the services shall be
available for use by COUNTY. LANDOWNER makes no
guarantee as to the reliability of such services.

1 4. INTERFERENCE. In the event that the operation or
 2 maintenance of said equipment shall create any
 3 interference with the operation of LANDOWNER'S
 4 equipment/appliances or the equipment/appliances of
 5 any other person, company or agency authorized by
 6 LANDOWNER to occupy space in said vault, COUNTY
 7 shall, at its own expense, take such steps as may be
 8 necessary to eliminate such interference. LANDOWNER
 9 shall have the right to terminate this agreement and
 10 COUNTY shall remove its equipment within 30 days
 11 there from if such interference cannot be
 12 eliminated.

13 5. TERM. This agreement shall be effective November 22,
 14 2009 and shall terminate November 21, 2014.

15 6. TERMINATION. Either party may terminate the
 16 agreement by giving written notice to the other
 17 party of such termination, effective three (3)
 18 months after the date of such notice. Notices
 19 required by this agreement shall be mailed to the
 20 following addresses for each party.

COUNTYLANDOWNER

21 County of El Dorado
 22 1319 Broadway
 23 Placerville, CA 95667

Peter Garibaldi
 P. O. Box 41
 Sutter Creek, CA 95685

24 7. ASSIGNMENT OF RIGHTS. COUNTY shall not sublet nor
 25 assign any of its rights granted herein without

1 first obtaining the prior written consent of
2 LANDOWNER.

3 8. COUNTY ADMINISTRATOR. The COUNTY Administrator of
4 this agreement shall be Mary Pierce, Fiscal
5 Administrative Manager or her successor.

6 9. ALL TERMS INCLUDED IN AGREEMENT. This written
7 agreement encompasses all agreed upon terms between
8 parties and may only be amended in writing with the
9 authorized signature of both parties.

10 10.

11 IN WITNESS WHEREOF, the parties have executed this agreement
12 this _____ day of _____, 200__.

15 LESSEE:

LESSOR;

16 COUNTY OF EL DORADO

PETER GARIBALDI,

18 BY: _____
19 Chairman, Board of Supervisors


LANDOWNER

_____ 9-1-09
Date

22 ATTEST:
23 Suzanne Allen de Sanchez, Clerk of
24 The Board of Supervisors

25 By: _____
Deputy Clerk