

ORIGINAL

Location of Leased Premises BIG HILL RADIO SITE El Dorado County
Agency CALIFORNIA HIGHWAY PATROL

**COMMUNICATIONS VAULT
SUB-SUB LEASE**

Lease No.: L-1579

Lessee: County of El Dorado

THIS SUB-SUBLEASE, dated for reference purposes only, September 7, 2010, made by and between the State of California, acting by and through the Director of the Department of General Services (DGS) with the consent of the California Highway Patrol (CHP), hereinafter collectively referred to as "STATE" and the County of El Dorado, a political subdivision of the State of California, on behalf of the El Dorado County Sheriff's Department, hereinafter referred to as "LESSEE".

RECITALS

WHEREAS, pursuant to Section 14671 of the Government Code, the Director of General Services, with the consent of the State agency concerned, may lease real property owned by the State for radio or television purposes where such letting is in the best interests of the State; and

WHEREAS, pursuant to Section 14670(a)(2) of the Government Code, the Department with the consent of the State agency concerned may sublet any real or personal property leased by the State, the subletting of which is not expressly prohibited by law, if it deems such subletting is in the best interest of the State; and

WHEREAS, STATE has under its jurisdiction certain real property containing telecommunication facilities in the County of El Dorado, State of California, commonly referred to as Big Hill Radio Site; and

WHEREAS, it is the STATE's policy to make said real property available for lease as an electronic communications site when it is for the benefit of the public and same is consistent with the State of California's programs and needs; and

WHEREAS, this Sub-Sublease is subject to the certain Master Communications Use Lease, dated December 1, 2002, by and between the U. S. Department of Agriculture Forest Service and Panella Trucking, LLC, (Master Lease), attached hereto and made a part hereof, marked Exhibit "A" and to that certain Vault Lease, dated April 14, 2010, by and between Panella Trucking, LLC and the State of California, acting by and through the Director of the Department of General Services, with the consent of the California Highway Patrol (Sublease), attached hereto and made a part hereof, marked Exhibit "B"; and

WHEREAS, LESSEE desires to lease the property described herein from the STATE.

NOW THEREFORE, STATE and LESSEE agree to the provisions that follow and are incorporated herein as:

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



The Master Lease expires on January 1, 2013. This sub-sublease is subject to the continuance of the Master Lease for the duration of this lease term.

4. (a) The term of this Lease shall be five (5) years commencing on October 1, 2010, and terminating on September 30, 2015, with such rights of termination as may be hereinafter expressly set forth. This lease shall have one (1) automatic five (5) year renewal option.

TERM

3. STATE and LESSEE acknowledge and agree that the STATE'S rights are pursuant to the existing Master Lease for the Big Hill Telecommunications Site by and between the U.S. Department of Agriculture Forest Service and Panella Trucking, LLC and a Sublease by and between Panella Trucking LLC and STATE. LESSEE and STATE agree to be bound by said Master Lease and Sublease and any site master plan, as applicable to the access and occupancy of the Communication Site.

**MASTER LEASE/
SUBLEASE**

(d) LESSEE shall not be responsible in any manner for the maintenance and repair of the equipment of the STATE or its political subdivisions located on the Premises.
(c) LESSEE shall not cause or permit any change of equipment installed by LESSEE in the Premises, including power outputs or changes in the use of the frequencies described in said Exhibit "B" except upon making a written request to STATE for each such transaction and the obtaining of STATE'S prior written consent.
(b) LESSEE 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.

(a) The Premises shall be used during the term hereof solely and only for the purpose of operating and maintaining telecommunications equipment as described in LESSEE'S "Radio Vault Space Application" (State Form TD-311) dated July 15, 2009 and approved by the Office of the State Chief Information Officer (OCIO), Public Safety Communications Division (PSCD) effective December 15, 2009. Said "Radio Vault Space Application" complete with attachments and approval documentation by DGS-TD are attached hereto and made a part hereof, marked Exhibit "C", consisting of fifteen (15) pages.

USE

A portion of the Northeast 1/4 of Section 33, Township 12 North, Range 14 East, Mount Diablo Base and Meridian

1. STATE does hereby lease to LESSEE and LESSEE does hereby hire from STATE an area of approximately four (4) square feet for one (1) communications vault racks located in in rack spaces 10 and four (4) antenna assignments installed at antenna positions 8, 9, 10 and 11 in STATE'S vault (hereinafter called "Premises"). The subject property is a communications facility located in the County of El Dorado, State of California, commonly known as Big Hill Radio Site, more particularly described as follows:

**PROPERTY
DESCRIPTION**

WITNESSETH

SECTION 1 –SITE SPECIFIC PROVISIONS**LEASE
PAYMENTS**

5. The first period Lease payments identified in the schedule below, are due concurrently with the commencement of this Lease and thereafter will be due and payable annually in advance during the remaining term and extension period of this Lease. Rent shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by LESSEE. LESSEE'S payments shall display State's Lease number L-1579 and shall be payable as follows:

<u>Period</u>	<u>Term</u>	<u>Due Date</u>	<u>Pay to CHP</u>
1	10/1/10 – 9/30/11	10/1/10	\$ 1770
2	10/1/11 – 9/30/12	10/1/11	\$ 1860
3	10/1/12 – 9/30/13	10/1/12	\$ 1950
4	10/1/13 – 9/30/14	10/1/13	\$ 2048
5	10/1/14 – 9/30/15	10/1/14	\$ 2150

Payments shall be made payable to:

California Highway Patrol
Office of Administrative Services
Telecommunications Section Accounts Receivable (L-1579)
P.O. Box 942898
Sacramento CA 94298-0001
Telephone: (916) 375-2900

Rent shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by LESSEE.

UTILITIES

5. STATE shall supply and LESSEE shall receive commercial and 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 use by STATE. STATE also makes no guarantee as to the reliability of such generator standby service.

TERMINATION

6. The parties hereto agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party, sixty (60) days prior to the date when such termination shall become effective. If LESSEE fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on the actual number of days the LESSEE occupies the Premises following the effective date of termination.

Termination of the Master Lease or the Sublease for any reason automatically terminates this Lease.

**HOLD OVER &
LEASE
RENEWAL**

7. Any holding over by LESSEE after expiration or termination of this Lease and any extensions thereof shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease shall constitute a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, that said holdover tenancy may be subject, at the STATE'S sole discretion, to market rent increases, payable monthly in advance. Absent a market rent increase notice, holdover rent shall automatically increase at a rate of five percent (5%) monthly. Holdover rent is

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SECTION 1 - SITE SPECIFIC PROVISIONS

**HOLD OVER &
LEASE
RENEWAL
(CONT)**

Immediately due and payable on the first day of the month following the expiration of the term, payable each month in advance. Holdover rent, and annual rent increases thereof, shall be due and payable to STATE whether or not an actual invoice is sent by STATE or received by LESSEE.
(b) STATE offers and LESSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

NOTICES

8. All notices or other communications required or permitted hereunder shall be in writing with Lease number L-1579 prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (2) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Time so long as such day is not a State or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a State or federal holiday, such notice shall be effective on the following business day.

STATE OF CALIFORNIA:

TO DGS: Department of General Services

U.S. Postal Service

Express Mail

Department of General Services
Real Estate Services Division
SOLD (L-1579)
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4040

Department of General Services
Real Estate Services Division
SOLD (L-1579)
707-3rd Street, MS 505
West Sacramento, CA 95605
(916) 657-9237

With A Copies To:

OCIO/PSCD Site Management
601 Sequoia Pacific Boulevard
Sacramento, CA 95814-0282
(916) 657-9237

California Highway Patrol
Telecommunications Section
P. O. Box 942898
Sacramento, CA 94298-0001
(916) 843-4200

SECTION 1 –SITE SPECIFIC PROVISIONS

TO CHP: California Highway Patrol
(note: U.S. Postal Services will not deliver to CHP street address)

U.S. Postal Service

Express Mail

California Highway Patrol
Telecommunications Manager,
Telecommunications Section
P.O. Box 942898
Sacramento CA 94298-0001
(916) 375-2900 (Public Number)

California Highway Patrol
Telecommunications Manager
Telecommunications Section, IMS G-20
601 North 7th Street
Sacramento, CA 95811

LESSEE: County of El Dorado

County of El Dorado
Sheriff's Department
Communications Department
300 Fair Lane
Placerville, CA 95667

Notice of change of address or telephone number shall be given by written notice in the manner described in this Paragraph. LESSEE is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice.

**SEPARATE
COUNTERPARTS**

9. This Lease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

End of Section 1

SECTION 2 - TELECOM SPECIFIC PROVISIONS

1. HVAC LOAD. State communication vaults are properly sized, at a minimum, to accommodate the heat load generated by all STATE equipment. If in the future the HVAC is found to be inadequate to provide sufficient cooling due to added heat load from non-State tenants/applicants, the replacement cost and associated electrical upgrade to HVAC shall be prorated among all non-State tenants based on an analysis of heat load generated by each tenant.
2. ROAD ACCESS AND FEES. STATE hereby makes no representation regarding ingress and egress rights via the access road that serves the Premises. LESSSEE agrees to the following terms and conditions regarding the use of said access road:
 - (a) LESSSEE shall exercise its right personally or through its authorized agents, employees, contractors, or servants whenever it is necessary.
 - (b) LESSSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.
 - (c) LESSSEE agrees to pay, within 30 days of notice, its proportionate share of any road access fee that may be assessed upon the STATE by the owner of the road.
3. ACCESS TO PREMISES. Only the LESSSEE, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Premises. If communications equipment of LESSSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon the express consent of STATE having first been obtained. STATE, through its authorized agents, shall have the right at all reasonable times to go upon the Premises. STATE shall have a key to and may enter LESSSEE's portion of the Premises (except in the event of an emergency) only upon twenty-four (24) hours notice to LESSSEE. In the event of an emergency STATE shall make reasonable efforts to notify LESSSEE prior to entering the Premises. State shall determine at its own discretion those events which constitute an emergency permitting access without 24 hours prior notice.
4. CHANGE IN EQUIPMENT. LESSSEE shall not cause or permit any change of any equipment installed by LESSSEE in the Premises, including power inputs or changes in the use of the frequencies described in the Exhibits herein attached, except upon making a written request to STATE for each such transaction and the obtaining of STATE's prior written consent. Such consent is subject to fees described in the "Lease Modification Fees" Paragraph in Section 3 and/or the "Technical Analysis Fee" Paragraph below.
5. TECHNICAL ANALYSIS FEES. Any change in LESSSEE's approved communication equipment requires technical approval from the Telecom Division, Site Management Unit consistent with the "Elimination of Interference" Paragraph of this Section 2. To initiate approval for a change of equipment, LESSSEE must first contact CHP to obtain a current TD-311 application form. The LESSSEE must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and associated lease modifications).
6. ELECTRONIC EQUIPMENT STANDARDS. With regard to specific site standards and any other statutes pertaining to the use of electronic equipment, LESSSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If LESSSEE was in occupation under a previous Lease, LESSSEE shall have one hundred and eighty (180) days from the commencement of this Lease to conform to any new site standards. LESSSEE shall display on each piece of equipment the appropriate license from the federal regulatory agency.
7. ELIMINATION OF INTERFERENCE.
 - (a) In the event LESSSEE's installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the STATE, or any tenant at the STATE's facility, LESSSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation. In the event of LESSSEE's inability or refusal to immediately cease such interference, STATE may at its option, immediately terminate this Lease and evict LESSSEE.
 - (b) Any interference and compatibility testing required hereunder for radio interference with other equipment at the STATE's facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of LESSSEE and a representative designated by STATE. If the test is satisfactory to both the technical person and the STATE representative, a certification of such test signed by both the technical person and the STATE representative will be forwarded to STATE at locations indicated in "Notices" Paragraph hereof. All costs incurred by the STATE to conduct compatibility testing will be reimbursed to the STATE by LESSSEE within thirty (30) days of the receipt of a bill from the STATE. Should payment not be received, STATE may at its option, immediately terminate this Lease and evict the LESSSEE.
 - (c) Any interference with the STATE's electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of LESSSEE's equipment. Failure to do so immediately after being notified of such interference will be grounds for immediate termination of Lease and eviction of LESSSEE.
8. WORKMANSHIP STANDARDS. The installation and maintenance of the electronic equipment of LESSSEE 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 the STATE, and be satisfactory to STATE.
9. RE-ALLOCATION OF SPACE. STATE shall have the right at any time upon giving notice thereof to re-assign or re-allocate the amount or location of space for communications equipment for the use of Lessee, STATE or anyone claiming under it. In the event that a space re-allocation is made, Lessee shall, within sixty (60) days of receipt of notice thereof, remove or relocate its equipment in conformity with said re-allocation.
10. DISPOSITION OF LESSEE'S IMPROVEMENTS.
 - (a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Premises by LESSSEE shall remain the property of LESSSEE and shall be removed by LESSSEE, at its sole cost and expense within thirty (30) days after expiration or termination of LESSSEE's tenancy.
 - (b) Should LESSSEE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the Lease, STATE may do so at the risk of

SECTION 2 –TELECOM SPECIFIC PROVISIONS

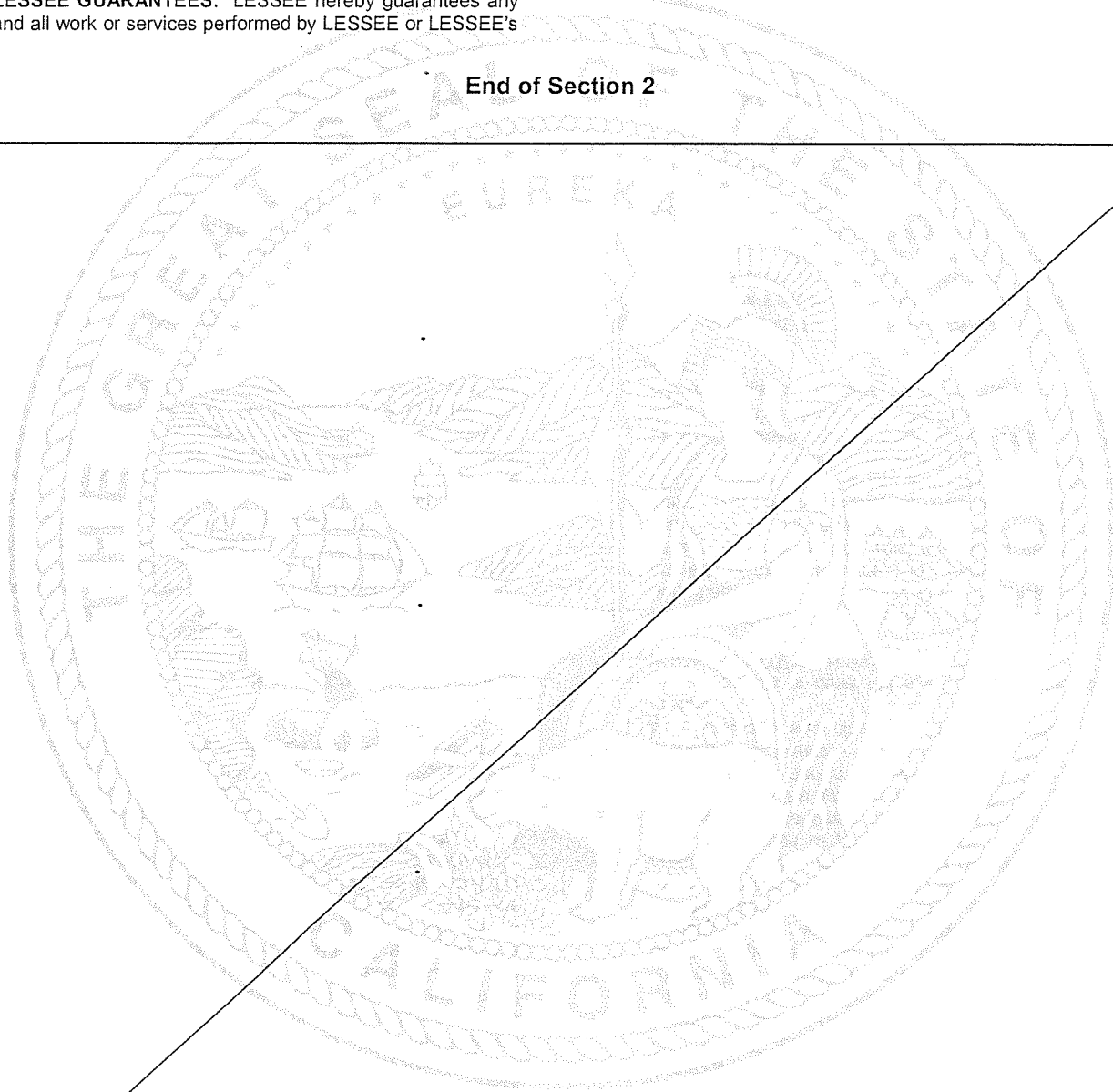
LESSEE. Upon written demand by STATE, LESSEE shall immediately pay all costs and expenses of the removal of LESSEE's personal property and equipment.

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

properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at the STATE's facilities. Should the interruption or failure of STATE's existing computer or building support systems occur due to, or in anyway be connected with LESSEE's installation and/or maintenance of LESSEE's equipment, all costs to repair or replace STATE's existing systems will be the sole responsibility of LESSEE.

11. **LESSEE GUARANTEES.** LESSEE hereby guarantees any and all work or services performed by LESSEE or LESSEE's

End of Section 2



SECTION 3 – STANDARD PROVISIONS

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

2. **LEASE MODIFICATION FEES.** An administrative/technical review fee shall be assessed for any action originated by LESSSEE requiring lease administration or technical review staff work by STATE, such as but not limited to, name changes, assignments of lease or changes in equipment which result in an amendment to, or assignment of this lease. To initiate such services, LESSSEE must submit a written request to DGS. The administrative fee will be assessed at the prevailing rate in effect at the time the request is received. LESSSEE will be required to remit the administrative/technical review fee to the DGS address listed in the "Notices" Paragraph of this Lease. If the request is found to be complex and/or requires non-standard handling for administrative services, the transaction will be billed at the DGS current hourly rate for the actual additional hours required to complete the requested administrative/technical review services.

3. **DEFAULT.** LESSSEE shall make all payments to the STATE without deduction, default or delay. In the event of the failure of LESSSEE 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 LESSSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LESSSEE of such default, this Lease may, at the STATE's sole discretion, be terminated. In the event of termination of this Lease, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LESSSEE's expense all property therefrom and to repossess and occupy the Premises. In the event STATE terminates this Lease pursuant to this Paragraph, the STATE shall not be required to pay LESSSEE any sum or sums whatsoever.

4. **INTEREST ON PAST DUE OBLIGATIONS.** STATE may charge interest, for any amount due to STATE but not paid when due, at a rate equal to the annual maximum rate allowable by law from the due date. Payment of such interest together with the amount due shall excuse or cure any default by LESSSEE under the "Default" Paragraph herein.

5. **COMPLIANCE WITH LAWS.** LESSSEE shall at its sole cost and expense comply with all the 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 Lease.

6. **FAILURE TO PERFORM.** In the event of the failure, neglect, or refusal of LESSSEE to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSSEE, STATE will, at its option, have the right to do and perform the same, and LESSSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

7. **ASSIGNMENT, SUBLITTING & CHANGE IN USE.** LESSSEE shall not transfer or assign ("assign") shall include any transfer of any ownership interest in the Lease by LESSSEE or by any partner, principal, or controlling

8. **RIGHTS RESERVED BY STATE.**

(a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by LESSSEE) 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, 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 LESSSEE.

(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.

9. **PROHIBITED USES.** LESSSEE 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 or refuse by LESSSEE is permitted at the Premises. LESSSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by STATE. LESSSEE agrees that it shall at all times exercise due diligence in the protection of the Premises and the STATE's property against damage or destruction by fire or other cause.

10. **FIRE AND CASUALTY DAMAGES.** STATE will not keep improvements which are constructed or installed by LESSSEE under the provisions of this Lease insured against fire or casualty, and LESSSEE shall make no claim of any nature or amount against STATE by reason of any damage to the business or property of LESSSEE 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.

11. **ACTS OF NATURE.**

(a) If any of LESSSEE's improvements or equipment are destroyed by acts of nature, LESSSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment that occupies no more physical space and that consumes no more electrical power. LESSSEE shall immediately notify STATE of such items and the date the replacement is completed.

(b) Prior to replacing any improvements or equipment LESSSEE shall pay to the California Highway Patrol at the address listed in the "Rent Payments" Section of this Lease the then current fee to cover the cost of updating STATE's records.

12. **HAZARDOUS WASTE.** LESSSEE agrees that it shall comply with all laws, either federal, State, or local, existing during

SECTION 3 – STANDARD PROVISIONS

the term of this Lease 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 should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where the LESSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE's direct control and authority, LESSEE 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.

(c) In the event a government order is issued naming the LESSEE, or the LESSEE incurs any liability during or after the term of the Lease, in connection with contamination which pre-existed, the LESSEE's obligations and occupancy under this Lease or which were not caused by the LESSEE, STATE will hold harmless, indemnify, and defend the LESSEE in connection therewith and shall be solely responsible as between LESSEE and STATE for all efforts and expenses therefore.

13. CONDITION OF PREMISES.

(a) LESSEE is aware of the current condition of the Premises and accepts the Premises in "as is" condition. LESSEE 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 Lease, 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 God, excepted.

(b) LESSEE shall not call on STATE to make any repairs or improvements on the Premises and LESSEE shall keep the same in good order and condition at its own expense.

14. VACATING THE PREMISES. LESSEE shall, on the last day of said term or sooner termination of this Lease, 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.

15. RECOVERY OF LEGAL FEES. If action is brought by the STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LESSEE, and if the STATE will prevail in such action, the LESSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

16. TAXES AND ASSESSMENTS. LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease. It is understood that this Lease may create a possessory interest subject to property taxation and LESSEE may be subject to the payment of property taxes levied on such interest.

17. NON-DISCRIMINATION.

(a) In the performance of this Lease, the LESSEE 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, or use of family care leave. LESSEE 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.

(c) LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code 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 Government Code 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 Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

(d) Remedies for willful violations:

(1) The 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 LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(2) The STATE will have the right to terminate this Lease and any loss or damage sustained by the STATE by reason thereof will be borne and paid for by the LESSEE.

18. INSURANCE.

LESSEE shall furnish STATE a certificate of insurance with STATE's Lease Number (L-1242) indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain general liability with limits of not less than \$1,000,000 aggregate for bodily injury and property damage liability combined. 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. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the LESSEE's limit of liability.

SECTION 3 - STANDARD PROVISIONS

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

19. **WAIVER OF SUBROGATION.** STATE and LESSEE hereby waive any right of recovery against the other as a result of loss or damage to the property of either STATE or LESSEE when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

20. **HOLD HARMLESS INDEMNIFICATION.** This Lease 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 LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy herunder, holdover periods or any other out of the sole negligence of the STATE. LESSEE agrees to defend, indemnify, and save harmless the STATE of California from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

21. **LOSSES.** STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.

22. **DEBT LIABILITY DISCLAIMER.** The STATE, including but not limited to the State's General Fund or any special self-insurance program, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and 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 the LESSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LESSEE. The STATE has no obligation to defend or undertake the defense on behalf of the LESSEE or its heirs, successors or assigns. LESSEE shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings 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 the LESSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LESSEE.

23. **RELOCATION PAYMENTS.**

(a) In the event that STATE terminates this Lease pursuant to it terms, LESSEE acknowledges and agrees that it has no claim against the 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. LESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.

(b) In the event subsleasing, under the terms of this Lease, is permitted, LESSEE shall incorporate Subparagraph (a) of this Paragraph, "RELOCATION PAYMENTS" into the

The policy must include State of California, Department of General Services, LESSEE, and their officers, agents, employees and servants as additional insureds, but only insofar as the operations under the Lease are concerned.

AUTOMOBILE LIABILITY

LESSEE 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 insured with respect to liability arising out of all vehicles owned, hired and non-owned.

WORKERS' COMPENSATION

LESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, 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.

LESSEE shall ensure that the following general requirements are met:

a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.

b. LESSEE shall provide STATE with a true copy of the policy in place providing coverage for General Liability, within thirty (30) days after each insurance policy renewal.

c. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by the STATE at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

d. Insurance policies shall contain a provision that coverage will not be cancelled without thirty (30) days prior written notice to the STATE.

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

f. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

g. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

h. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE 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.

SECTION 3 – STANDARD PROVISIONS

sublease. Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.

24. **SMOKING RESTRICTIONS.** Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.
25. **RECORDING.** LESSEE shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.
26. **AUTHORITY TO CONTRACT.**
In addition to any express agreements of LESSEE contained herein, the following constitute representations and warranties of LESSEE to STATE, of this Lease:
a) LESSEE has the legal power, right and authority to enter into this agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
(b) The individual(s) executing this Lease and the instruments referenced herein on behalf of LESSEE have the legal power, right, and actual authority to bind LESSEE to the terms and conditions hereof and thereof.
(c) This Lease is, and all other instruments, documents and agreements required to be executed and delivered by LESSEE in connection with this Lease are and shall be, duly authorized, executed and delivered by LESSEE and shall be valid, legally binding obligations of and enforceable against LESSEE in accordance with their terms.
(d) LESSEE shall maintain all records relating to the use and/or the development of the Leased Premises, and any other topic covered under the lease or any exhibit thereto within the meaning of the Public Records Act and subject to the inspection and copying requirements of said law.
27. **PARTNERSHIP DISCLAIMER.** LESSEE 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.
28. **CEQA.** Any physical changes made to the improvements by LESSEE or its agents shall comply with the California Environmental Quality Act (CEQA).
29. **BANKRUPTCY.** In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the "Rights Reserved by State" Paragraph of Section 2 shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Premises.
30. **AMENDMENTS AND MODIFICATIONS.** No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.
31. **MUTUAL CONSENT.** Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.
32. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN**

CALIFORNIA.

(a) When agreements are to be performed in the State by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order conform to R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions, LESSEE will ensure that all obligations due to the STATE are fulfilled.

(b) "Doing business" is defined in exceptions to taxation; rarely will a corporate contractor performing within the State not be subject to the franchise tax.

(c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

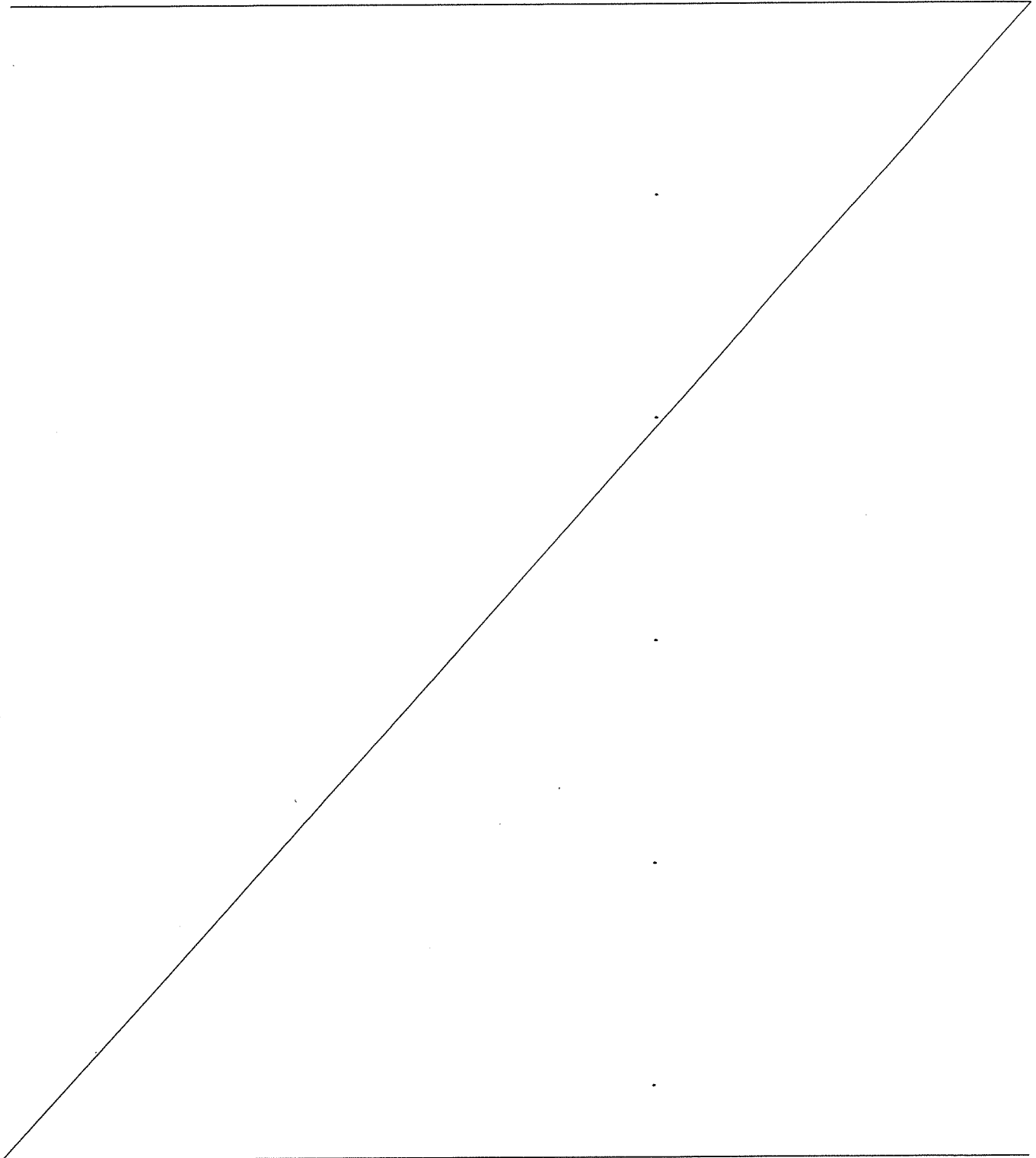
33. **FORCE MAJEURE.** If either LESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or 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. Nothing in this Paragraph shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.
34. **WAIVER.** If the STATE waives the performance of any term, covenant or condition contained in this Lease, 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 Lease for any length of time shall not be deemed to waive or decrease STATE's right to insist thereafter upon strict performance by LESSEE. Waiver by STATE of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized STATE representative.
35. **ENTIRE AGREEMENT.** This Lease and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
36. **PARAGRAPH HEADINGS.** 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 Lease.
37. **SEVERABILITY.** If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.
38. **SUPERSEDEURE.** This Lease supersedes and voids any prior license, lease or agreement between the STATE and the LESSEE identified in this Lease with regards to the Premises.
39. **BINDING.** The terms of this Lease and covenants and

SECTION 3 – STANDARD PROVISIONS

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.

40. **ESSENCE OF TIME.** Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.

End of Section 3



This Lease, together with its exhibits, contains all the agreements of the parties hereto and supersedes any prior Lease or negotiations. There have been no representations by the STATE or understandings made between the STATE and LESSEE other than those set forth in this Lease and its exhibits. This lease may not be modified except by a written instrument duly executed by the parties hereto.

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

STATE OF CALIFORNIA

LESSEE

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

COUNTY OF EL DORADO

By: _____
TONY PSIHOPAIDAS, Manager
State Owned Leasing and Development

By: _____
NORMA SANTIAGO, Chair
Board of Supervisors

Date Executed

Date Signed

Consent of

Attests:

CALIFORNIA HIGHWAY PATROL

By: _____
J. T. UYEDA, Chief
Administrative Services Division

By: _____
SUZANNE ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

Date Signed

Recommended for Approval

DEPARTMENT OF GENERAL SERVICES

By: _____
JESLYN MCCOMAS, Associate Real Estate Officer

Date Signed



Authorization ID: PAC8
Contact ID: PANELLA
Expiration Date: 12/31/2012
Use Code: 806

FS-2700-4a (8/99)
OMB 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**

RALPH PANELLA OF PANELLA TRUCKING, INC., P.O. BOX 5010, STOCKTON, CA, 95205.

THIS LEASE, dated this First day of December, 2002 by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and PANELLA TRUCKING, INC., its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the Eldorado National Forest wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment of the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of El Dorado, State of California, NE1/4 Sec. 33, T.12 N., R.14 E., MT. DIABLO (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a private mobile radio service communications facility.

The location of the property is shown generally on the site plan dated (Note: the Big Hill Communication Site Plan is not completed at this time; plan will be attached at a future date when the Forest Service has completed it) for the Communications Site, which is attached and made part hereof as Exhibit A.

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

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

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on 01/01/2013. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to Paragraph "C" below.

B. The Lessee shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit (n/a) operation shall commence on (n/a). This lease shall terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee shall notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer shall require payment of

any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when the rental has been waived in whole or part. Renting of space does not constitute an assignment under this clause.

II. RENTAL

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

B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments due the United States for this use shall be deposited at USDA FOREST SERVICE, FILE NO 71652, P.O. BOX 60000, SAN FRANCISCO, CA 94160-1652 in the form of a check, draft, or money order payable to Forest Service, USDA. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

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

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

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

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

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

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

IV. LIABILITIES

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

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

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

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

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

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

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee shall at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, on

the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Revocation, Termination and Suspension.

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

"Revocation" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of 1 year.

3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.

5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

- a. Administrative offset of payments due the holder from the Forest Service.
- b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).
- c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 90 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

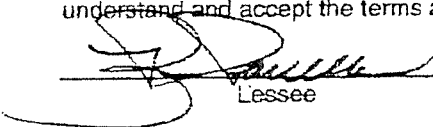
C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

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

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

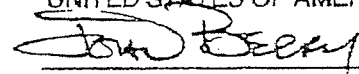
In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding clauses shall control.

ACCEPTED this First day of December 2002, I ROBERT PANELLE, the undersigned have read, understand and accept the terms and conditions of this lease.



 Lessee

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

 JOHN BERRY, Forest Supervisor
 Eldorado National Forest
 Forest Service
 Department of Agriculture

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0595-0052.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These authority along with the Lacey Forest Act, National Forest Re-Acre Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of December 2, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 18, 1971, Antiquities Act, National Forest System Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing these authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information, average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and use information, sublease information, and other similar miscellaneous information requests. This included the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, including suggestions for reducing this burden.

VAULT LEASE

<u>LEASE COVERING PREMISES LOCATED AT</u> Big Hill Communications Facility El Dorado County, California
<u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 72-154-2899
<u>TENANT AGENCY</u> California Highway Patrol (State of California)

File No.: 0571-001
Project No.: 130324

LESSOR
Panella Trucking, LLC

PREAMBLE

This SUBLEASE, referred to hereinafter as the Lease, dated for reference purposes only, April 14, 2010, is made by and between Panella Trucking, LLC (a Limited Liability Company), hereinafter called LESSOR, and the State of California, acting by and through the Director of the Department of General Services, with the consent of the California Highway Patrol (CHP), hereinafter called the STATE as lessee;

RECITALS

WHEREAS, the LESSOR has under its jurisdiction certain communications facilities located in the County of El Dorado, State of California, commonly known as the Big Hill Communications Site.

WHEREAS, pursuant to Government Code Section 14669, the Director of General Services, with the consent of the California Highway Patrol, is authorized to assist State agencies in leasing specialized facilities in privately owned space if the Director deems such leasing is in the best interests of the STATE; and

WHEREAS, this SUBLEASE is subject to that certain master agreement between the U.S. Department of Agriculture Forest Service, (Master Lessor) and Panella Trucking, LLC, (Lessee) dated December 1, 2002.

WHEREAS, STATE desires to renew its Lease for space in said communications facility.

NOW THEREFORE, effective October 1, 2010, it is mutually agreed between the parties as follows:

WITNESSETH

DESCRIPTION

1. The LESSOR hereby leases unto the STATE and the STATE hereby hires from the LESSOR, all of the Lessor-owned telecommunication's facility, with the exception and reservation of space for radio equipment consisting of approximately thirty-two (32) square feet (1- 4x8 area), together with necessary antenna space on the CHP owned tower. STATE reserves the right to increase the height of the CHP's tower (the Tower Extension") by 20 feet at STATE's expense and the right to remove such extension upon termination of this agreement. The Lessor's Leashold at Big Hill is located as follows:

Located in the northeast quarter of Section 33, Township 12 North, Range 14 East, M.D.B. & M., near Pacific House, California, which facility location is shown on a portion of a Forest Service Map marked Exhibit "A" and situated as shown on Exhibit "B" titled: "PROJECT: TOWER/LOCATION: BIG HILL", dated "June 8, 1970", attached hereto and by this reference made a part hereof.

USE

2. STATE is leasing the Premises for operating and using a radio relay station, together with the necessary appurtenances thereto.

MASTER
AGREEMENT

3. The Parties acknowledge and agree that the LESSOR'S rights are pursuant to the existing communications use lease for the Big Hill Telecommunications Site, between Panella Trucking, LLC and U.S. Department of Agriculture Forest Service, as Master Lessor. The "communications use lease" from the Forest Service is hereafter referred to as the Master Lease. The LESSOR and CHP agree to be bound by such Master Lease and any site master plan, as applicable to the access and occupancy of the Communication Site.

If the LESSOR does not obtain a new Master Lease for the Big Hill Communications Site this Lease shall automatically terminate upon the termination of LESSOR's right to possession of the Communications Site

In the event a Master Lease is declared to be in default and threatened with termination by the Forest Service prior to the expiration of the Term, and the LESSOR does not cure the default, or refuses or fails to cure a default under a Master Lease upon which basis the Forest Service intends to terminate the Master Lease, or refuses to challenge the termination, then LESSOR shall notify CHP in writing and CHP shall have the right to negotiate a new Lease for the Communications Site with the Master Lessor, or cure the default under a Master Lease. In such event, the LESSOR shall assign or otherwise transfer to STATE the Master Lease and any LESSOR-owned improvements desired by STATE for the particular Communications Site in order continue the utilization of the Communications Site for telecommunications purposes.

TERM

4. The term of this lease shall be for ten (10) years 3 months (the "Term") to commence on October 1, 2010 (the "Commencement Date") and end on December 31, 2020 (the "Expiration Date"), with such rights of termination as may be hereinafter expressly set forth. The USFS permit expires on January 1, 2013. This agreement is subject to the continuance of the USFS permit for the duration of the lease term.

EARLY
TERMINATION

5. The STATE may terminate this Lease at any time by giving written notice to the LESSOR at least thirty (30) days prior to the date when such termination shall become effective.

RENT

6. Rent shall be paid by the STATE to LESSOR monthly in arrears on or before the last day of the month during the term of this Lease; the beginning sum of THREE THOUSAND and NO/100 DOLLARS (\$3,000.00) hereinafter called "Rent". Beginning on January 1, 2011 and each year thereafter on the Commencement Date during the remaining term of this Lease, Rent shall increase by three (3.0) percent annually over Rent payable in the preceding year). The Rent shall be payable as follows:

<u>TERM</u>	<u>MONTHLY PAYMENT</u>
1. October 1, 2010 to December 31, 2010	\$3,000.00
2. January 1, 2011 to December 31, 2011	\$3,090.00
3. January 1, 2012 to December 31, 2012	\$3,182.70
4. January 1, 2013 to December 31, 2013	\$3,278.18
5. January 1, 2014 to December 31, 2014	\$3,376.53
6. January 1, 2015 to December 31, 2015	\$3,477.82
7. January 1, 2016 to December 31, 2016	\$3,582.18
8. January 1, 2017 to December 31, 2017	\$3,689.62
9. January 1, 2018 to December 31, 2018	\$3,800.31
10. January 1, 2019 to December 31, 2019	\$3,914.32
11. January 1, 2020 to December 31, 2020	\$4,031.75

Rent shall be paid to the LESSOR at the address specified in the Notices Section below or to such other address as the LESSOR may designate by a notice in writing.

PRORATIONS 7. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rent herein specified based on a 30 day month and on the actual number of days the State occupies the Premises.

EXTENSION 8. LESSEE shall have the option to renew this contract as part of the original agreement for an additional term of ten (10) years, unless LESSEE provides LESSOR written notice of its intention not to extend the Term no later than (90) days prior to commencement date of the succeeding Extension Term, notwithstanding LESSEE's right of early termination as may be hereinafter expressly set forth. The first Extension Term of this Lease shall commence on January 1, 2021 and shall end on December 31, 2030.

Rent payable during any Extension Term shall be adjusted to a market Rent as agreed to between the LESSOR and LESSEE.

HOLDOVER 9. In the event the STATE remains in possession of the Premises after the expiration of the Lease Term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable, or new lease agreement.

NOTICES 10. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To LESSOR: Panella Trucking, LLC
5000 East Fremont Street
Stockton, California 95215
Phone: (209) 943-5000
Fax: (209) 943-0753

To STATE: State of California
Department of General Services
Real Estate Services Division
Lease Management C – A 0571-001
707 Third Street, 5th Floor
West Sacramento, CA 95605-2811
Telephone: (916) 375-4171
Facsimile: (916) 375-4173

Attn: OCIO/PSCD Site Management
601 Sequoia Pacific Boulevard
Sacramento, CA 95814-0282
Telephone: (916) 657-9237
Facsimile: (916) 657-9233

To STATE: California Highway Patrol
Telecommunications Section
P.O. Box 942898
Sacramento CA 94298-0001
Telephone: (916) 843-4200
Facsimile: (916) 843-4281

In all notices and correspondence, reference tenant agency, the Premises address, and the STATE'S File #0571-001. Notice of change of address, telephone or fax number shall be given by written notice in the manner described in this Paragraph. LESSEE is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice.

INTERFERENCE

11. A. The LESSOR avers that the STATE is responsible for the STATE'S existing Public Safety Network System (PSNS), used to support all types of radio, digital, microwave, and fiber optic communications of the State of California. Communication equipment installed by the LESSOR'S non-government tenants subsequent to this lease between the LESSOR and the STATE shall be engineered to the STATE'S existing PSNS installation, to insure compatibility.

LESSOR agrees that its subsequent non-government tenants shall install, maintain, and operate their electronic equipment in accordance with the highest engineering standards prevailing in the communications industry.

B. Whenever possible/practical the STATE agrees to cooperate with the LESSOR and any of its future tenants to minimize technical interference between the telecommunication activities of the STATE and the LESSOR and any of its future tenants.

C. In the event the LESSOR'S subsequent and/or future non-government tenants, whether from an engineering, installation, operation or maintenance of equipment, or any other cause, hinders, interferes with, or obstructs radio or electronic equipment owned or operated by the STATE to support the STATE'S PSNS, the LESSOR shall at its own cost and expense remedy the interference caused by the LESSOR'S subsequent and/or future non-government tenants.

UTILITIES & SERVICES

12. LESSEE shall provide commercial and standby electric service at no additional cost to STATE, to be used jointly by STATE and any other parties designated by LESSOR.

STATE makes no guarantee as to the reliability of the electrical services and does not represent that electric service will continue to be available to the LESSOR's Premise or that the amount of power will be sufficient to meet LESSOR's needs. Subject to these conditions, STATE shall supply the following:

- (a) Electrical power from standard electrical service, and
- (b) Emergency standby power from STATE's on-site generator during any interruptions to the standard 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.

- ADDITION OF SERVICES & UTILITIES** **13.** It is mutually agreed that the STATE shall have the right to run electric lines, telephone lines and/or other communication facilities to the Premises and shall have the right of ingress and egress to and from the same over other lands owned by the LESSOR, adjacent to the Premises along the course or courses designated by the LESSOR. Cost of installation shall not be the responsibility of the LESSOR.
- ACCESS** **14.** STATE shall have a key to the Big Hill Telecommunication Site, and all gate keys, and may, through its authorized agents, enter upon the Telecommunications Site to the Premises at any time.
- MAINTENANCE** **15.** State shall maintain all radio equipment utilized for state purposes.
- WEED ABATEMENT** **16.** LESSOR shall perform or contract for weed abatement to meet standards of the El Dorado County Fire Department and comply with generally recommended fire prevention practices subject to radio restrictions contained in this Lease. LESSEE shall maintain a defensible area around the Telecommunications Site.
- ROAD ACCESS** **17.** The LESSOR, according to its privileges under the Master Lease from El Dorado National Forest hereby grants to STATE a non-exclusive right to use during the term of this lease, the driveway, parking area and utility access that serves the telecommunications site at the Big Hill Telecommunication site. STATE shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them or any of them to have access to LESSOR'S facilities, now or hereafter located on said telecommunications site at Big Hill.
- ROAD MAINTENANCE** **18.** The STATE is not responsible to maintain all access roadways from the nearest public roadway to the Telecommunications Site. STATE agrees to promptly repair any abnormal or excessive road damage to such roadways solely caused by STATE'S use, including such road surface protective features as water drains, berms, and culverts.
- INSPECTION** **19.** LESSOR reserves the right to enter and inspect the Telecommunications Site and the STATE's Premises at reasonable times, with the prior written consent of the STATE.
- INSURANCE** **20.** The LESSOR understands and agrees to the following:
- a. The State of California 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. 10-0064 A 33 of 76

b. 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 State 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, Sacramento, California 95814. 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.

c. The State of California 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.

SUBROGATION **21.** To the extent authorized by any fire and extended coverage insurance policy issued to the LESSOR on the herein described Telecommunications Site, the LESSOR hereby waives the subrogation rights of the insured, and releases the STATE from liability for any loss or damage covered by said insurance.

HOLD HARMLESS **22.** STATE does hereby agree to indemnify and save LESSOR harmless from any damage proximately caused by STATE, or arising out of, or in any way connected with the exercise by STATE of any rights herein granted or that may arise from use of the Premises by STATE, to the extent legally permissible by Government Code Section 14662.5 et seq. except to the extent that any such damages or expenses suffered by LESSOR are the result of any persons acting under or on behalf of LESSOR; except where LESSOR or STATE, as applicable, are found to have no liability by reason of any immunity arising by statute or common law.

If any party to this lease is held liable upon any judgment for damages caused to third parties by a negligent, intentional or wrongful act or omission occurring in the performance of this lease and pays excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this lease. The pro rata share of each party shall be determined according to the comparative fault of the respective party (ies), as between them.

SURRENDER OF POSSESSION **23. a.** Upon termination or expiration of this lease, STATE shall peaceably and quietly leave, surrender, and yield to the LESSOR, all and singular, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. Upon termination, a qualified representative of the LESSOR shall inspect the Telecommunications Site to determine that the Premises were left in accordance to the terms specified. Antenna tower, stand by power and air conditioning equipment shall be removed by LESSEE at surrender.

b. In the event STATE's tenancy has resulted in damage to the Premises, the STATE shall assume liability for the cost to restore the Premises to its prior condition.

The STATE shall have no duty to remove any improvements or fixtures placed by it on the land or to restore any portion of the land altered by it, save and except in the event the STATE elects to remove any such improvements or fixtures and such removal causes damages or injury to the land, and then only to the extent of any such damage or injury.

- TAXES** **24.** LESSOR shall pay all real property taxes assessed on the LESSOR's real property. The STATE agrees to pay all lawful taxes, assessments or charges that at any time may be levied by any public entity upon any interest in the STATE's improvements by reason of STATE's use or occupancy thereof.
- DESTRUCTION OF PREMISES** **25.** If the Telecommunications Site or the building is partially or totally destroyed or damaged by fire or other casualty so that the leased area is un-tenantable as determined by STATE, STATE may terminate this lease upon thirty days written notice to LESSOR and no further rental will be due. Rent to be suspended until said building or equipment is restored to normal operation, at the request of the LESSEE.
- SUBLET & ASSIGN** **26.** The STATE shall not assign this lease or sublet said facility to non-State users without prior written consent of the LESSOR, which consent shall not be unreasonably withheld. An assignment without the written consent of the LESSOR is void and will terminate the lease at the option of the LESSOR. LESSOR may assign their rights and interests in said lease without STATE's permission.
- SUBSTITUTION** **27.** State agencies are interchangeable as to this Lease. The STATE reserves the right to substitute agencies and such substitution shall not be construed as an event of assignment or subletting.
- ORAL AGREEMENTS** **28.** It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- QUIET POSSESSION** **29.** The LESSOR agrees that the STATE, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the LESSOR or any person claiming under the LESSOR.
- ALTERATIONS TO PREMISES** **30.** The STATE shall have the right during the existence of this lease, with written consent of the LESSOR, such consent not to be unreasonably withheld, to make alterations to the fixtures or personal property and erect additions, structures or signs. Such items so placed in or upon or attached to the Telecommunications Site or the vault building under this lease including the CHP-owned tower shall be and remain the properties of the STATE and may be removed there from by the STATE prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.
- PERSONAL PROPERTY** **31.** It is mutually agreed by and between the parties that the STATE and LESSOR will have non-exclusive use of the STATE's tower on the Big Hill Telecommunications Site during the term of the lease.
- BUDGET CONTINGENCY CLAUSE** **32.** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect.

In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

BINDING

33. All terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors or assigns to the respective parties hereto. All parties shall be jointly and severally liable hereunder

**ESSENCE
OF TIME**

34. Time is of the essence for each and all of the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

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

STATE OF CALIFORNIA:


DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By 
MICHAEL P. BUTLER, Asst. Chief
Real Properties Services Section

Date Signed: 6/29/2010

LESSOR:

PANELLA TRUCKING, INC

By 
MR. ROBERT PANELLA

Date Signed: 5-12-2010

APPROVAL RECOMMENDED:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

By 
MARK MCGUIRE, Real Estate Officer

Date Signed: 5-25-10

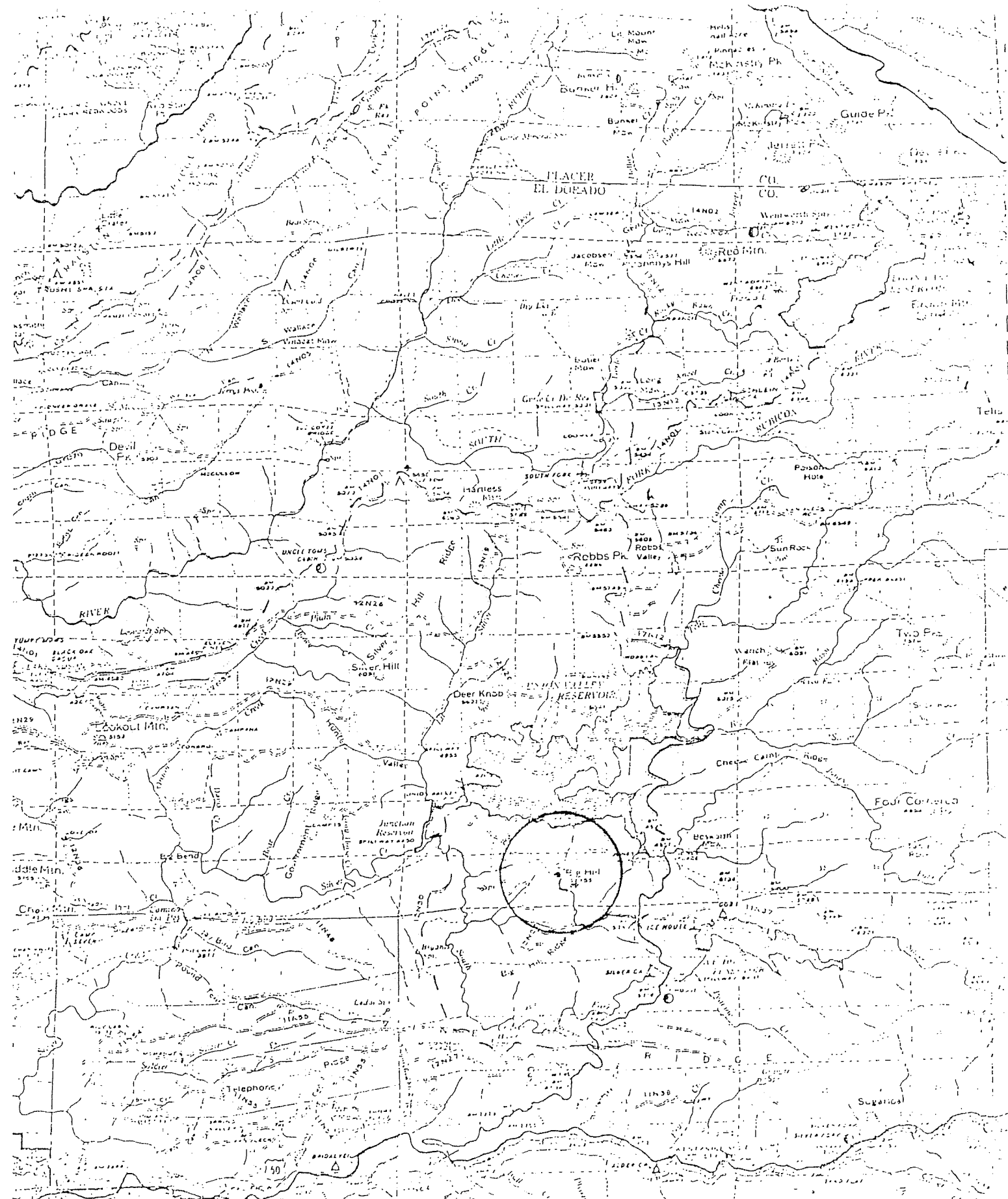
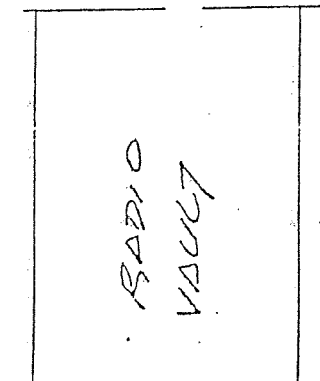


exhibit A

PROPOSED
CDM TOWERS

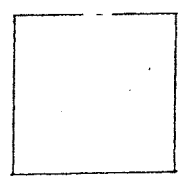
50' TOWERS



DRIVEWAY

50' TOWERS

GEN. VAULT



PROPANE TANKS

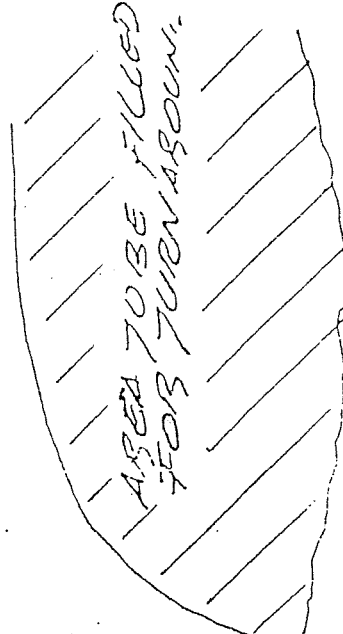
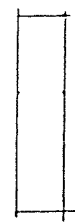


EXHIBIT "B"

SCALE 1"=10'-0"

DEPARTMENT OF THE CALIFORNIA HIGHWAY PATROL
FACILITIES SECTION 5 CRME 70 DR BY *OKINUIS*

PROJECT: TOWERS
LOCATION: BIG HILL

R

Memorandum

To: Jeslyn McComas, Associate Real Estate Officer Z-1
Real Estate Services Division
Professional Services Branch
707 3rd Street, 5th Floor
West Sacramento, CA 95605

Date: December 15, 2009

From: Office of the State Chief Information Officer
Public Safety Communications Division (916) 657-9903

Subject: RADIO VAULT SPACE APPLICATION (TD-311) NON-STATE USER
LEASE RENEWAL – EL DORADO COUNTY SHERIFF’S DEPARTMENT
BIG HILL RADIO COMMUNICATIONS SITE
CHP-TEL LCHP000909 - LEASE L-1579

A technical analysis of the attached TD-311, Radio Vault Space Application for a renewal lease with no modifications for vault and tower space at Big Hill Radio Communications Site has been completed for the El Dorado County Sheriff’s Department.

The El Dorado County Sheriff’s Department will continue to operate on the following frequencies:

<u>Transmit</u>	<u>Receive</u>
45.500 MHz	37.42 MHz
151.100 MHz	159.165 MHz
463.025 MHz	468.025 MHz

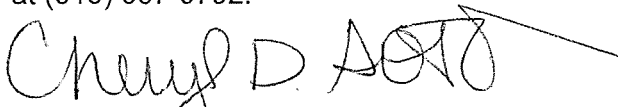
The El Dorado County Sheriff’s Department will continue to occupy rack space 10. See attached Vault Layout Floor Plan drawing 409010-033.

The El Dorado County Sheriff’s Department will continue to occupy antenna space positions 8, 9, 10 and 11. See attached Antenna Space Assignment drawing 409010-062.

The El Dorado County Sheriff’s Department will continue to use commercial and emergency power.

The Public Safety Communications Division technically approves this application.

If you have any questions, please contact Carol Brown, Telecommunications Systems Analyst at (916) 657-9792.



CHERYL D. SOTO
Telecommunications Systems Manager

CDS:CB:rs:El Dorado County SO_Big Hill LO_CHP-TEL_LCHP000909_L-1579.doc

Attachments

10-0064 A 47 of 76
EXHIBIT C

RADIO VAULT SPACE APPLICATION

Non-State Users

TD 311 (Rev.1-02)

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 site, a TD-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 \$1,500.00. The non-refundable technical analysis fee is \$2,500.00. Application and fees are to be sent to the California Highway Patrol.

The State must review, manage and engineer any proposed installations. Once a new, renewal or modification TD-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Department of General Services, Telecommunications Division (DGS-TD) 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, DGS-TD will recommend to the State agency to cancel the TD-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 DGS-TD current rates. Applicants will be notified by the 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 a 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 DGS-TD engineering and installed by DGS-TD-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 TD-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.

Please complete, sign, and return the attached "Application" sheets and "Technical Data" sheets to make a formal application. Please note that the information on the "Technical Data" shall reflect what the applicant desires to install at the facility. Upon completion of 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.

TECHNICAL REQUIREMENTS FOR STATE-CONTROLLED SITES

The following are the maximum radio frequency power outputs for radio equipment in State-controlled facilities:

RADIO SERVICE	FREQUENCY RANGE	MAXIMUM TRANSMITTER POWER OUTPUT TO ANTENNA
FM Broadcast	88-108 MHz	500 watts
Television Broadcast	54-72 MHz, 76-88 MHz, 174-216 MHz, 470-806 MHz	500 watts
AM Broadcast	535-1705 kHz	10 watts
VHF Low Band	28-54 MHz	120 watts
VHF Mid Band	72-76 MHz	50 watts
VHF High Band	136-174 MHz	150 watts
UHF Band	406-512 MHz	150 watts
800/900 Band	806-952 MHz	125 watts
Microwave	952-960 MHz	20 watts
Microwave	1850-6875 MHz	20 watts
Microwave	6875-40,000 MHz	10 watts

The following additional standards must be adhered to for any installation at a State-controlled site:

1. Each transmitter at the site must be identified with an approved and completed "FCC ID tag" along with the name and phone number of the person responsible for the operation of that transmitter.
2. Control stations and "inverted pairs" on FCC-designated repeater channels will generally not be allowed at a site.
3. Only FCC type-accepted transmitters, designed for use in a high-RF, multi-user environment will be allowed to be installed at a site. All equipment shall be installed and operated in accordance with the site lessor's authorization and approval.
4. Transmitters and receivers will be combined and/or multi-coupled to the maximum extent possible, consistent with the specific system performance requirements of the lessee. A one-time "site assessment" cost may be incurred.
5. All systems NOT connected to the lessor's combining network must be installed to comply with site standards, require lessor's prior engineering approval and meet the following minimum requirements:
 - a) Each transmitter shall have a protective isolator, harmonic filter and band-pass cavity (BPC) which meets the minimum attenuation levels listed in Table I. The isolator and harmonic filter shall precede the BPC in the transmit path;
 - b) Notch-type duplexers must include a BPC meeting the requirements in Table I in the transmit leg prior to the duplexer input port;

- c) Additional filters, BPC's, isolators and other hardware may be required at the lessee's expense to correct site problems as a result of the lessee's installation;
- d) RF cabling between pieces of equipment within a rack shall be of double-shielded or solid outer conductor variety, such as RG-214, RG-142 or RG-400 cables. NOTE: In general, cabling supplied within a manufacturer's piece of equipment is sufficient to meet this requirement. In some circumstances, however, it may become necessary to modify the equipment to meet the special needs of the site;
- e) RF cabling between racks of equipment in a vault, including cables to and from combining equipment and antenna feedthrough ports, shall be of the solid outer conductor variety. In general, all receive lines within the vault shall be 1/4" diameter, such as Andrews FSJ1-50B or equivalent; all transmit lines within the vault shall be 1/2" diameter, such as Andrews FSJ4-50B or equivalent. All feedlines outside the vault, such as between the antenna pigtail and the lightning arrester plate, shall be at least 1/2" diameter solid-shield cable equivalent to Andrews LDF4-50A HELIAX;
- f) RF connectors on transmit cables shall be Type "N" wherever possible unless the particular piece of manufacturer's equipment has another type of connector installed. RF connectors on receive cables MAY be Type "BNC", although Type "N" is highly recommended. Again, if the manufacturer's equipment has another type of connector installed, this type of connector is acceptable for that junction;
- g) Tiewraps designed for external use, such as the Panduit "76" series TEFZEL cable tie, or another insulated clamp or strap shall be used to secure transmission lines to towers and/or cable ladders. Rubber "donut"-type hangers such as those manufactured by Microflect are also acceptable to be used to secure transmission lines. **Metal clamps, "wraplock", "Band-It" ties, or similar metal strapping for attaching feedlines to a mounting structure is prohibited at State facilities.** If the facility has a wood-pole structure for mounting antennas, the use of utility pipe clamps or conduit clamps is permitted for fastening the feedline to the structure;
- h) State telecommunications facilities are generally designed to accommodate equipment housed in 7'6" tall open frame relay racks, such as the Chatsworth model 46050-505 rack. Racks shall be fastened to the floor with an approved anchor, and connected to an overhead cable tray via an approved method, such as via a length of Chatsworth 11450-001 framing channel and using "J-bolt" kits. A rack elevation diagram is attached to illustrate how equipment will be housed in the 7'6" rack. Complete/return this diagram with the application form;

- i) Most State telecommunications sites have extensive lightning and surge protection systems installed, including lightning arrestor mounting panels. All transmission lines must enter and exit the vault via one of these entry panels using the approved method outlined in the technical requirements of the lease document;
- j) All equipment installed in a State telecommunication site must be connected to the site's ground system. Generally, a ground pigtail will be supplied in the cable tray above the equipment rack. All connections to the ground system must be made via compression fittings or bolted joints. "Split-bolt" connectors are unacceptable as junctions;
- k) All antenna mounts shall be hot-dip-galvanized, and all mounting hardware shall be either hot-dip-galvanized or stainless-steel. Electro-galvanized or plated material for mounting of antennas is not permissible. The use of aluminum for mounting cross-arms or cross-over plates is allowed. At sites where wood pole structures are used, it is not permitted to drill holes through the poles to mount antennas or cross-arms. The only acceptable method of mounting an antenna to such a structure is via a "collar" that clamps around the entire circumference of the pole, sandwiching the pole inside. Such a collar must also be hot-dip-galvanized in construction and use galvanized or stainless-steel hardware.

TABLE ONE

FREQUENCY BAND	ISOLATOR REVERSE ISOLATION	BPC ATTENUATION AT FREQUENCY FROM CARRIER
28-54 MHz	15 dB	20 dB at \pm 500 kHz
72-76 MHz	25 dB	20 dB at \pm 600 kHz
136-174 MHz	50 dB	25 dB at \pm 200 kHz
406-470 MHz	50 dB	15 dB at \pm 1 MHz
806-952 MHz	50 dB	20 dB at \pm 2 MHz

APPLICATION FORM

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

- Establish New Lease
- Modify Lease (describe specific changes)
- Renew lease with modification as stated:

- Renew lease (no changes, technical sheets must be completed)
Lease _____ square feet

For vault space and related antenna space at Bill Hill L-1579
(site name)

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.

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.

Transmit: 45.50 MHz 151.100 MHz Receive: 27.42 MHz 468.025 MHz
151.100 MHz 468.025 MHz 159.165 MHz

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: EL DE RAZO CO.

By: FRANK YOST

Title: COMM MANAGER

Date: JULY 7-09

Receipt of a non-refundable application fee in the amount of \$4,000.00 is hereby acknowledged.

STATE OF CALIFORNIA
California Highway Patrol

By: [Signature]

Date: 9-11-09

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 SHEET

Site Name: Big Hill
County: El Dorado

Date: 7-15-09

Billing information:

Applicant: County of El Dorado Sheriff's Department
(name)
300 FAIR CANE
(address)
PLACERVILLE CA 95667
(city, state, zip)
530-621-5655
(telephone number)

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):

FRANK YOST
(name)
300 FAIR CANE
(address)
PLACERVILLE CA 95667
(city, state, zip)
530-621-5655
(telephone number)

Date equipment desired to be in operation: 8/15/09
(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 P.W. Radio Service.
FCC callsign of this installation: KMA 977. (Include copy of FCC license)

Type of operation: Base Station Mobile Relay Microwave Station
 Other _____

Amount of 19-inch rack space required to house equipment: 2
(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 Floor Space _____ (HxWxD, inches)
 Rack Space Additional space not required

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

Maximum power consumption: TRANSMIT: 400 Watts RECEIVE: 120 Watts at
Voltage: 110 Volts AC 12 volts DC 48 volts DC
 Other: _____

EQUIPMENT DATA

Provide data for each piece of equipment to be installed in each vault space. 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:

TRANSMITTER #1 Power output W

Frequency(s)	45.500 MHz
Make and Model	MOTOROLA MICOR

RECEIVER #1

Frequency(s)	37.42 MHz
Make and Model	MOTOROLA MICOR

TRANSMITTER #2 Power output W

Frequency(s)	151.100 MHz
Make and Model	GE MASTER FIL

RECEIVER #2

Frequency(s)	159.165 MHz
Make and Model	GE MASTER FIL

TRANSMITTER #3 Power output W

Frequency(s)	463.025 MHz
Make and Model	GE MASTER FIL

RECEIVER #3

Frequency(s)	468.025 MHz
Make and Model	GE MASTER FIL

TRANSMITTER #4 Power output W

Frequency(s)	
Make and Model	

RECEIVER #4

Frequency(s)	
Make and Model	

ANTENNA DATA

Please provide a listing of each antenna desired to be installed at this vault facility. Be sure to show each antenna in the system block diagram on the page provided for that purpose.

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) *
1	DB 201	54"	0	78°	25'
2	DB 201	68"	0	78°	40'
3	tel wave D6	20 FT	6 dB	17°	40'
4	tel wave D4	6 FT	6 dB	17°	60'
5					

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

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.

1. BAND PASS BAND filter low BAND WACOM
2. BAND PASS BAND filter duplexer Q 2330E
3. BAND PASS BAND filter duplexer Q 3330E

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.

G.E. MASTER 3
U.H.F. MED NET 2
463.025 MHZ TRANS
468.025 REC.
TONE 167.9 HZ.

DUPLEXER UHF

G.E. MASTER 3
V.H.F. D.O.T.
151.100 MHZ TRANS.
159.165 MHZ REC.
TONE 136.5 HZ

DUPLEXER VHF

TONE 136.5 HZ
MOTOROLA MICOR
45.500 MHZ TRANS
37.420 MHZ REC.

HIGH WATER LINE

7 1/2 FT. RACK * 19 IN.

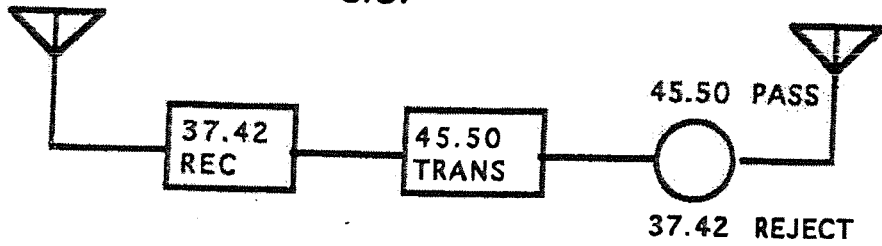
45.50 mhz

SPACE 10, 11

PD 128
37.42 MHZ REC.

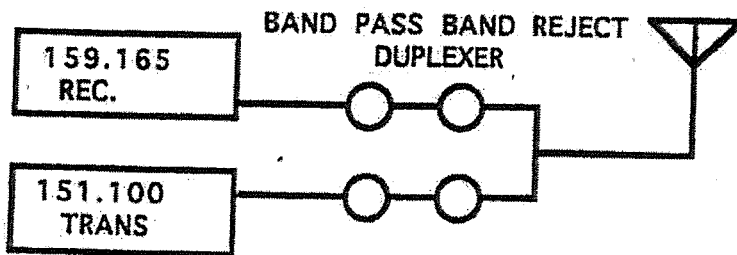
V.H.F. LOW BAND
S.O.

PD 128
45.50 MHZ TRANS



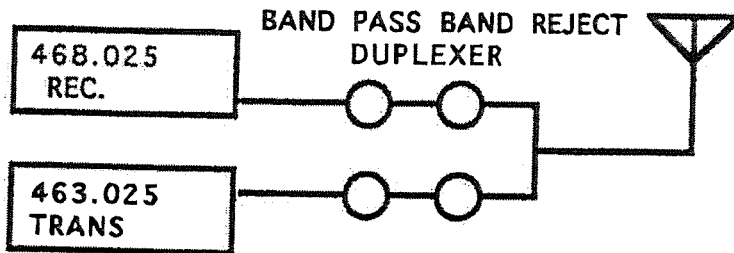
V.H.F. HIGH BAND
D.O.T.

TELWAVE 150-D6

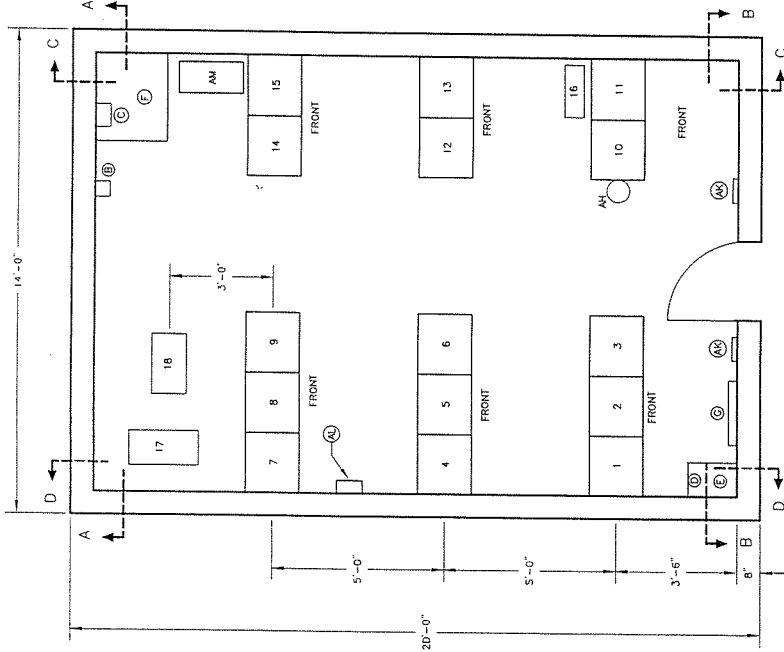


U.H.F. MED NET

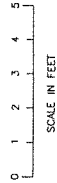
TELWAVE 450-D6



TH MN
157.5°



FLOOR PLAN
SCALE: 1/2" = 1'-0"



SPACE ASSIGNMENTS		LIST OF EQUIPMENT DESCRIPTION
VAULT SPACE	AGENCY/OCCUPANT	
1	PANELLA TRUCKING	A SAFETY DISCONNECT SWITCH
2	PANELLA TRUCKING	C MW BATTERY DISCONNECT SWITCH
3	PANELLA TRUCKING	D MW DEHYDRATOR
4	DCM	E MW GAS MANIFOLD
5	DCM	F MW BATTERIES
6	DCM	G MAIN DISTRIBUTION FRAME
7	DCM	H LEDGER BOARD
8	DCM	J 15"x38" 1/2"x3/4" PLYWOOD BACKBOARD
9	DCM	K 30"x48"x3/4" PLYWOOD BACKBOARD
10	EL DORADO COUNTY S.D. / DDT / AND EL DORADO COUNTY MED NET	L 33"x48"x3/4" PLYWOOD BACKBOARD
11	US MARSHALL EL DORADO CO.	M 4"x8"x3/4" PLYWOOD BACKBOARD
12	F & C TX: 151,430 MHZ; RX: 158,420 MHZ	N WAVEGUIDE PRESS UNIT
13	DOT BASE	O AC ELECTRICAL CONDUIT
14	CHP BASE & 800 MHZ C/S	P AC 110 VAC LIGHT OUTLETS
15	DOT BASE	R AC CONDUIT TO M/W BATTERY CHARGER
16	KHLWB06	S AC CIRCUIT BREAKER MAIN PANEL
17	AREN BROTHERS	T AC CIRCUIT BREAKER SUB-PANELS
18	PANELLA TRUCKING (2' HIGH CABINET)	U OLD FEEDTHRU HOLES

V	CABLE TRAY
W	EARTHQUAKE BRACING MOUNTING PLATES
X	FEEDTHROUGH PLATE
Y	EMERGENCY EYEWASH
Z	CONDUIT TO GENERATOR ROOM FROM CABLE TRAY
AA	OVERHEAD LIGHTS SWITCH
AB	FIRE EXTINGUISHER
AC	4"x4" ENCLOSED WIRE WAY FROM AC ELECTRICAL
AD	WALL MOUNTED SPACE HEATER
AE	WALL AC OUTLETS
AF	WALL AC CONDUIT
AG	WALL ANGLE SUPPORT
AH	CAVITY (45.50 MHZ)
AL	BATTERY SAFETY BOARD
AK	NEW MW FEEDTHROUGH PLATE
AM	CABINET
AN	GROUND BUS BAR

NOTES:
* 1. CHANGES IN THIS DRAWING REQUIRE VAULT MANAGER'S APPROVAL.
2. FOR PLOT PLAN & SITE ACCESS, SEE DRAWING 409010-029.
3. FOR ANTENNA SPACE ASSIGNMENTS, SEE DRAWING 409010-062

REV	DATE	BY	DESCRIPTION
N	8-18-02	DC	[COMPLETION]: 110 FEEDTHROUGH PLATES & GROUND BUS BAR
M	8-20-02	LC	[COMPLETION]: 110 FEEDTHROUGH PLATES & GROUND BUS BAR
L	7-8-02	DC	[COMPLETION]: 110 NEW MW BATTERY BANK
S	10-5-06	S.F.	[COMPLETION]: 110 NEW MW BATTERY BANK, REMOVE DATA ON SILL WITH NEW & PALETTE SALS (049992)
R	7-20-05	LS	ADD SHEET 3, REVERSED TILE BOX

TABLE OF CHANGES

OWNER	DATE	NO.	REV.
DC	1-4-77	1	CHP
DC	1-4-77	2	CHP
DC	1-4-77	3	CHP
DC	1-4-77	4	CHP
DC	1-4-77	5	CHP
DC	1-4-77	6	CHP
DC	1-4-77	7	CHP
DC	1-4-77	8	CHP
DC	1-4-77	9	CHP
DC	1-4-77	10	CHP
DC	1-4-77	11	CHP
DC	1-4-77	12	CHP
DC	1-4-77	13	CHP
DC	1-4-77	14	CHP
DC	1-4-77	15	CHP
DC	1-4-77	16	CHP
DC	1-4-77	17	CHP
DC	1-4-77	18	CHP
DC	1-4-77	19	CHP
DC	1-4-77	20	CHP
DC	1-4-77	21	CHP
DC	1-4-77	22	CHP
DC	1-4-77	23	CHP
DC	1-4-77	24	CHP
DC	1-4-77	25	CHP
DC	1-4-77	26	CHP
DC	1-4-77	27	CHP
DC	1-4-77	28	CHP
DC	1-4-77	29	CHP
DC	1-4-77	30	CHP

