

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------------|---|
| AGREEMENT NUMBER 25-2076 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------------|---|

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Technology (CDT)

CONTRACTOR NAME
County of El Dorado

2. The term of this Agreement is:

START DATE
6/2/2026

THROUGH END DATE
6/1/2046

3. The maximum amount of this Agreement is:
\$1.00 (One Dollar and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|-----------|-----------------------------|-------|
| Exhibit 0 | Communications Ground Lease | 11 |
| Exhibit A | Site Map | 1 |
| | | |
| | | |

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
El Dorado County

| | | | |
|-----------------------------|------|-------|-----|
| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
|-----------------------------|------|-------|-----|

| | |
|--------------------------------|-------|
| PRINTED NAME OF PERSON SIGNING | TITLE |
|--------------------------------|-------|

| | |
|---------------------------------|-------------|
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
|---------------------------------|-------------|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Technology

| | | | |
|---|------------------------|-------------|--------------|
| CONTRACTING AGENCY ADDRESS PO Box 1810 | CITY Rancho Cordova | STATE CA | ZIP 95670 |
|---|------------------------|-------------|--------------|

| | |
|--------------------------------|-------|
| PRINTED NAME OF PERSON SIGNING | TITLE |
|--------------------------------|-------|

| | |
|---|-------------|
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED |
|---|-------------|

| | |
|--|---------------------------|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) |
|--|---------------------------|

COMMUNICATIONS GROUND LEASE

| |
|--|
| <p>Location of Leased Premises</p> <p>Hut 120 Missouri Flat Park & Ride 6837 Mother Lode Dr, Placerville, CA 95667</p> |
| <p>Agency: California Department of Technology</p> |

Lease File No.:

PREAMBLE This Lease, dated _____ for reference purposes only, is made by and between the County of El Dorado, a political Subdivision of the State of California, and its successors, hereinafter referred to as Lessor, and by and between the California Department of Technology – Office of Broadband and Digital Literacy, hereinafter referred to as “CDT”, “State” or “Lessee”. Lessor and State may also be referred to as “Party” or “Parties.”

RECITALS

WHEREAS, pursuant to Government Code section 11549.53, CDT has the powers and authority necessary to implement a statewide open-access middle-mile broadband network, including the authority to enter into agreements with entities and to take actions it deems necessary and appropriate for the development, acquisition, construction, maintenance, and operation of a statewide open-access middle-mile broadband network; and pursuant to Government Code section 11549.52, may oversee the acquisition and management of contracts for the development and construction of a statewide open-access middle-mile broadband network; and

WHEREAS, Lessor has jurisdiction over certain real property in the County of El Dorado, State of California, commonly referred to as Missouri Flat Park & Ride; and

WHEREAS, CDT desires to lease a portion of property described herein from Lessor; and

WHEREAS, it is in the best interests of the State that such a lease be consummated between State and Lessor on the terms and conditions herein contained.

NOW THEREFORE, the Parties 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

SECTION 1 –SITE SPECIFIC PROVISIONS

PROPERTY DESCRIPTION

1. Lessor hereby leases to the State and State hereby hires from Lessor an area of land, approximately two thousand four hundred (2400) square feet in area, hereafter referred to as "Premises" for a telecommunications site, situated on a parcel (APN: UN1336048) in the unincorporated areas of the County of El Dorado, State of California, as illustrated on the attached map, designated as "Exhibit A" and more particularly described as follows:

A fenced compound containing 'fiber hut' structure, generator, propane tank and associated electrical equipment, with power and fiber service leading to adjacent Caltrans and County right of way.

USE

2. Lessor shall allow State to access the Premises, and to install, operate, maintain, repair, and remove its equipment, in accordance with terms and conditions of this Lease.

RENT

3. It is mutually agreed between the Parties that the rental compensation specified in this clause (hereafter referred to as "Rent") is the actual cost to the Lessor, as of the commencement of this Lease, for State's use of the Premises as specified herein.

Rent shall be paid by the State from funds duly appropriated and otherwise legally available for the purpose of making payments under this lease to Lessor in arrears in the amount of one dollar (\$1.00) per year.

Lessor may invoice State for annual rental payments due (a) on or after the Effective Date with respect to the first annual payment due during the Initial Term, and (b) on or after each applicable anniversary date of the Effective Date for each subsequent annual payment.

2. State will pay annual rent in accordance with the Prompt Payment Act forty-five (45) days after State receives a properly submitted, undisputed invoice from Lessor.

3. Invoices shall be submitted in triplicate or electronically.

4. Lessor will submit its invoice to State using ONE of the following options referencing the contract number or Agency Order Number:

- a. Send via U.S. Mail in TRIPLICATE to:

California Department of Technology
 Administration Division – Accounting Office
 P.O. Box 1810
 Rancho Cordova, CA 94741\

OR

- b. Send electronically to: APInvoices@state.ca.gov

SECTION 1 –SITE SPECIFIC PROVISIONS

This Lease of an initial twenty (20) year term, provides for two (2) renewal options of five (5) years each to extend the Lease term.

Rent shall be paid to Lessor at the address specified in the “Notices” section below or to such other address or bank account designated by the Lessor in writing.

UTILITIES & SERVICES

- 4. Lessor shall allow the State to place, operate, maintain, and repair equipment necessary for the State’s operation of telecommunications equipment and the broadband network at said Premises. The cost of installation and keeping the equipment in operation shall be the responsibility of the State.

PRORATIONS

- 5. 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 thirty (30) day month and on the actual number of days the State occupies the Premises.

TERM

- 6. The initial term of this Lease shall commence on the first day that CDT begins construction on the Premises or gives notice to Lessor that construction shall begin, whichever is earlier, and shall terminate twenty (20) years after that date, or on September 30, 2046, whichever is sooner. The State may request two (2) successive five (5) year options to extend the Term of the Lease by providing Notice to Lessor in writing no later than ninety (90) days before the expiration of the twenty (20) year term. If State fails to provide County notice within that time period, that will constitute a waiver of the right to exercise that option.

This Lease will not automatically renew at the end of its Term, but shall extend under the terms of this Agreement unless terminated by either Party.

All other provisions of the Lease shall remain the same unless either party notifies the other in writing three hundred and sixty (360) days in advance of the end of the current Term, with such rights of termination as may be hereinafter expressly set forth.

EARLY TERMINATION

- 7. Either party may terminate this Lease at any time by giving written notice to the other party at least three hundred and sixty (360) days prior to the date when such termination shall become effective.

NOTICES

- 8. 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: John Kahling
 2441 Headington Road
 Placerville, California 95667
 Phone: (530)642-4974
 john.kahling@edcgov.us

To State: Department of Technology
 707 3rd Street, 2nd Floor
 West Sacramento, CA 95605

SECTION 1 –SITE SPECIFIC PROVISIONS

Phone: (916) 319-9223
Shannon.g-guzman@state.ca.gov

Rental Warrants shall be made payable to Lessor and mailed to the address above or electronically to the bank account identified by Lessor in writing.

Specific contact names, email addresses, and phone numbers shall also be provided by each of Party for the other. Each Party shall notify the other of a change in contact or banking information within thirty (30) days of such change.

All notices and correspondence must reference the address and location of the Premises, and State’s File No._____.

Nothing herein contained shall preclude the giving of written notice by personal service.

HOLD-OVER
AND LEASE
RENEWAL

- 9. In the event the State remains an occupant of the Premises or, continues to utilize the Premises, after the expiration of the Lease term, or any extension thereof, the terms of this Lease shall be extended until terminated by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

KEYS

- 10. Within 15 days of a request by CDT, Lessor shall furnish a minimum of two (2) sets of keys to CDT at the address indicated in the “Notices” Section, for any vaults, huts, structures and any gates across the access road. All such keys, when not in use, shall be kept securely by CDT or its authorized agent. Lessor shall be supplied with keys to any locks installed by CDT within 15 days of such installation, at Lessor’s address in the “Notices” Section. Lessor shall keep such keys securely.

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SECTION 2 –TELECOM SPECIFIC PROVISIONS

1. INSPECTION.

Lessor reserves the right to enter and inspect the Premises at reasonable times, after giving written notice to CDT.

2. NON-EXCLUSIVE RIGHT TO USE ROAD.

Lessor grants to the State a nonexclusive right to use, during the term of this Lease, the road and utility access that serve the Premises. The State may exercise this right through its authorized agents, employees, or contractors whenever it is necessary for them to have access to the Premises.

Lessor shall maintain all access roadways under its control from the nearest public roadway to the Premises in a manner similar to the conditions on the commencement date of the Lease. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense. The State agrees to promptly repair any abnormal or excessive road damage to such roadways solely caused by the State’s use.

3. ALTERATIONS TO PREMISES.

The State shall have the right during the term of this Lease, with written consent of Lessor, such consent not to be unreasonably withheld, to make alterations to the State’s fixtures. Such items placed in or upon or attached to the Premises under this Lease shall be and shall remain the property of the State and shall be removed therefrom by the State prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a mutually agreed upon time thereafter.

4. ELECTRONIC EQUIPMENT STANDARDS.

With regard to specific site standards and any laws or regulations pertaining to the use of electronic equipment: the State agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If the State was in occupation under a previous Lease, the State shall have one hundred and eighty (180) days from the

commencement of this Lease to conform to any new site standards. The State shall display on each piece of equipment the appropriate license from the federal regulatory agency, if applicable.

5. WORKMANSHIP STANDARDS.

The installation and maintenance of the electronic and other equipment of the State 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.

6. SURRENDER OF POSSESSION.

(a) Upon termination or expiration of this Lease, the State shall peaceably and quietly leave, surrender, and yield to Lessor, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. The State shall remove any and all hazardous materials it has caused to be upon or within the Premises (such as batteries and items included on Proposition 65’s list that is effective at the time) and in doing so shall comply with all laws.

Upon termination, a qualified representative of the Lessor shall inspect the Premises to determine that said Premises were left in accordance with the terms specified.

7. (b) In the event the State’s tenancy has resulted in damage to the Premises, the State shall be responsible for the cost to restore the Premises to its prior condition. DISPOSITION OF STATE’S PERSONAL PROPERTY.

(a) During the term of this Lease, or any extension thereof, and until terminated by either Party, all wires, equipment, and other personal property placed in, upon, or under the Premises by the State shall remain the property of the State and shall be removed by the State, at its sole cost and expense,

SECTION 2 –TELECOM SPECIFIC PROVISIONS

within sixty (60) days after expiration or termination of the State's tenancy.

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

End of Section 2

SECTION 3 – STANDARD PROVISIONS

1. PERMITS AND APPROVALS.

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

2. COMPLIANCE WITH LAWS.

State 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.

3. ASSIGNMENT, SUBLETTING AND CHANGE IN USE.

State may assign or transfer this Lease or sublet said Premises to non-State users with prior written consent of Lessor, which consent shall not be unreasonably withheld. An assignment without the written consent of the Lessor is void. Notwithstanding the above, the State may lease rack space to a non-State user with only notice to Lessor. Lessor may assign its rights and interests in said Lease with prior written consent of State, which consent shall not be unreasonably withheld.

The State reserves the right to substitute other State agencies, and such substitution shall not be considered an event of subletting or assignment pursuant to this clause.

4. INSURANCE.

Lessor understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has

elected to be self-insured for liability exposures.

Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et seq).

The State has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.).

The State has a Master Agreement with the State Compensation Insurance Fund regarding workers’ compensation benefits for all state employees, as required by the Labor Code.

5. Lessor shall maintain commercial general liability insurance, including coverage for the Premises, during the term of this Agreement, at its own cost. ACTS OF NATURE.

If any of State’s improvements or equipment is destroyed by acts of nature, State may

SECTION 3 – STANDARD PROVISIONS

replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, which occupies no more physical space and that consumes no more electrical power. State shall immediately notify Lessor of such items and the date the replacement is completed.

6. DESTRUCTION OF PREMISES.

If the Premises is partially or totally destroyed or damaged by fire, acts of nature, or other casualty so that the Leased area is un-tenantable as determined by State, the State may terminate this Lease upon thirty (30) days written notice to Lessor and no further rental will be due.

7. QUIET POSSESSION.

Lessor agrees that 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.

8. HOLD HARMLESS INDEMNIFICATION.

To the fullest extent permitted by California law, State shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of State or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for any liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its

officers and employees, or as expressly prescribed by statute, including Government Code Section 14662.5. This duty of State to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778, if applicable.

Lessor does hereby agree to indemnify, defend, and save State harmless from any damage proximately caused by Lessor, or arising out of, or in any way connected with the acts or omissions by Lessor that may arise from Lessor or their agent's employees, contractor's actions except to the extent that any such damages or expenses suffered by State are solely the result of any persons acting under or on behalf of State.

9. ORAL AGREEMENTS.

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.

10. AUTHORITY TO CONTRACT.

(a) If Lessor is a public, private or non-profit corporation, each individual executing this Lease on behalf of said Lessor shall provide evidence, which is acceptable to the State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessor in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

(b) Prior to the execution of this Lease, Lessor shall provide State with a copy of Lessor's current bylaws and corporate filing status as filed with the California Secretary of State.

SECTION 3 – STANDARD PROVISIONS

11. PARTNERSHIP DISCLAIMER.

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

12. CEQA.

Any physical changes made to the improvements by the State or its agents shall comply with the California Environmental Quality Act (CEQA), if applicable

13. 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.

14. 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.

15. FORCE MAJEURE.

If either Lessor or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this 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.

16. ENTIRE AGREEMENT.

This Lease and its exhibits constitute the entire agreement between State and

Lessor. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

17. 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.

18. 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.

19. SEPARATE COUNTERPARTS.

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

20. SUPERSEDEURE.

This Lease supersedes and voids any prior license, lease or agreement between the State and the Lessor identified in this Lease with regards to the Premises.

21. BINDING.

The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the

SECTION 3 – STANDARD PROVISIONS

heirs, representatives, assigns and successors in interest of the parties hereto.

22. ESSENCE OF TIME.

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

23. NON-APPROPRIATION OF FUNDS

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of this Agreement is contingent on the appropriation of funds for such purpose by the California State Legislature. If funds to affect such continued payment are not appropriated, Grantor agrees to terminate the Lease and to relieve Lessee of any further obligation with respect thereto.

24. CDT TERMINATION FOR CONVENIENCE.

CDT may terminate this Agreement, in whole or in part, at any time upon 60 days written notice by providing Lessor with a written notice of termination.

25. Lessor grants to Lessee the non-exclusive right to receive utility services including, but not limited to electric facilities, appurtenances and associated equipment,

and the right for the utility service supplier to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use said utility facilities, together with the right for the utility service supplier to ingress and egress from said utility facilities across the Premises. Lessor grants the right for the utility service supplier to trim or cut down any trees or brush within five (5) feet; on each side of the centerline of said utility facilities. In addition, Lessor shall not erect or construct any building or other structure, or drill or operate any well within five (5) feet on each side of the centerline of said utility facilities.

End of Section 3

There have been no representations by the State or understandings made between State or Lessor 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 listed below.

STATE OF CALIFORNIA
DEPARTMENT OF TECHNOLOGY

LESSOR:
County of El Dorado
a Political Subdivision of the State of
California

By: _____

By: _____
Brooke Laine, Chair
Board of Supervisors

Date Executed: _____

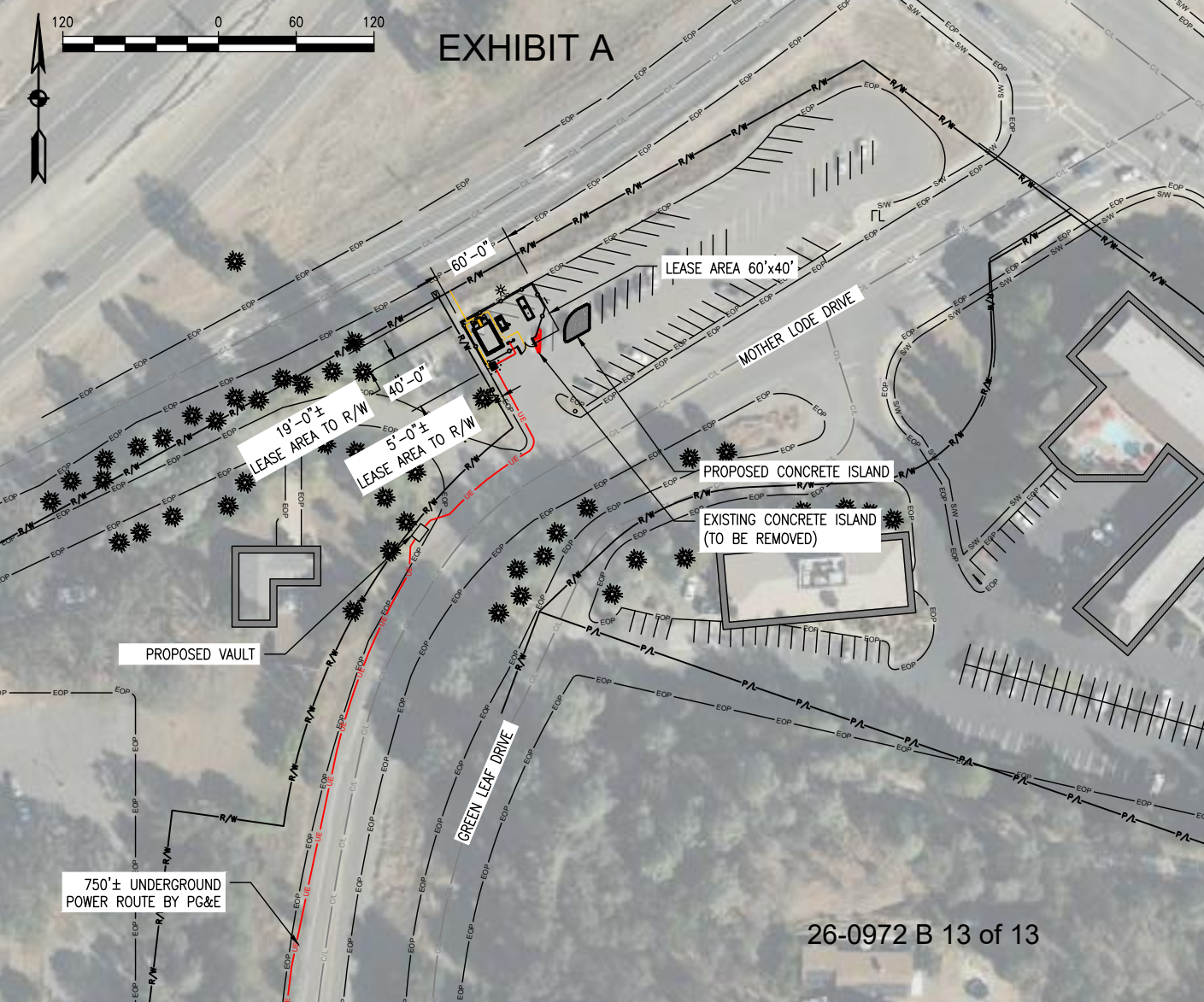
Date: _____

Attest:

Kim Dawson
Clerk of the Board



EXHIBIT A



LEASE AREA 60'x40'

19'-0"±
LEASE AREA TO R/W

40'-0"
LEASE AREA TO R/W

5'-0"±
LEASE AREA TO R/W

GREEN LEAF DRIVE

MOTHER LODE DRIVE

PROPOSED VAULT

PROPOSED CONCRETE ISLAND

EXISTING CONCRETE ISLAND
(TO BE REMOVED)

750'± UNDERGROUND
POWER ROUTE BY PG&E