

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number
23-318


SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Mobile Relay Associates, LLC</u>
Contractor Representative	<u>David Moss</u>
Telephone Number	<u>(310) 702-5200</u>
Contract Term	<u>Five Years, commencing on the first day of the calendar month following full execution</u>
Original Contract Amount	<u>\$150,732, subject to in-kind consideration credit</u>
Amendment Amount	<u>\$0.00</u>
Total Contract Amount	<u>\$150,732, subject to in-kind consideration credit</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>54004182</u>
Internal Order No.	<u></u>

Briefly describe the general nature of the contract:

This License is for a period of five years commencing the first day of the calendar month following full execution of this license for the County's use of a portion of rack space within the Licensor's equipment shelter and a portion of antenna space on Licensor's antenna structure located at the Licensor's leased premises at Sunset Ridge near Upland to install County's antennas on the Licensor's antenna structure at the site and to install County's radio equipment in County-provided standard racks in the Licensor's equipment shelter at the site for the operation and maintenance of County's wireless communication system.

<p>Approved as to Legal Form</p> <p>▶ Please see signature page</p> <p>Agnes Cheng, Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p></p> <p>▶ Please see signature page</p> <p>Lyle Ballárd, Real Property Manager, RESD</p> <p>Date <u>5/4/2023</u></p>
---	--	---

LICENSE AGREEMENT

WHEREAS, San Bernardino County, as licensee, ("COUNTY") and Mobile Relay Associates, LLC, as licensor, ("LICENSOR") desire to enter into this License Agreement ("License") for COUNTY's use of a certain portion of the Licensor's radio equipment shelter and antenna structure located at the Licensor's leased premises at the Sunset Ridge Communications Site near Upland, CA ("Site"), for the installation, operation, and maintenance of COUNTY's wireless communication system; and

WHEREAS, LICENSOR is willing to permit said use of a portion of rack space located within the LICENSOR equipment shelter and antenna tower space located on the LICENSOR antenna structure at the Licensor's leased Site, as more particularly depicted on Exhibit "B" attached hereto, subject to certain conditions as more specifically set forth in this License and subject to the Communications Use Lease dated July 28, 2020 between the United States of America, as lessor, and Sunset Ridge, LLC, as lessee, for a lease of the Site and the Agreement and Consent to Sub-Rental /Sub-Lease dated June 21, 2022 between Sunset Ridge, LLC, as landlord, and Mobile Relay Associates, LLC, as renter, for the Site (collectively, the "Master Agreements", as the Master Agreements are set forth in Exhibit "D" attached hereto and made a part hereof; and,

NOW, THEREFORE, in consideration of the execution of this License, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

- 1.1 "License" means this License Agreement, including all Exhibits, all of which are made a part of this License.
- 1.2 "Site" refers individually or collectively to the real property and all the structures thereon, including (i) LICENSOR-designated rack space with each rack space defined as space for one (1) EIA Standard 19" wide by 2" deep by 7' tall rack or one-half (1/2) EIA Standard 19" wide by 2' deep by 3 1/2' tall rack along with the use of cable runs; and (ii) LICENSOR designated tower space for the placement of the antenna(s) as may be singularly or collectively approved by LICENSOR.
- 1.3 "County's Equipment" refers individually or collectively to the COUNTY's communication system and related equipment, including radio equipment, racks, cabling, and antenna(s) as may be approved by the LICENSOR, and as of the commencement date of this License shall mean the equipment set forth in Exhibit "C" of this License.
- 1.4 "Licensor's Improvements" refers individually or collectively to the LICENSOR's equipment shelter, antenna structure, and any cabling existing either prior to or subsequent to the COUNTY's installation of COUNTY's Equipment.

II. LICENSE TO USE

LICENSOR hereby gives permission, terminable as hereinafter provided, to COUNTY, to enter the Site for the purpose of installing and maintaining County's Equipment on a portion of rack space in the LICENSOR's equipment shelter and a portion of antenna tower space on the LICENSOR's antenna structure at the Site as designed by the LICENSOR ("Licensed Area"), which Licensed Area consists of two rack spaces in the LICENSOR's equipment shelter for wireless radio communication equipment and certain antenna space on the LICENSOR's antenna structure at the Site, as the Licensed Area is depicted on Exhibit "B" attached hereto and made a part hereof. COUNTY shall not install any antenna equipment or wave guide cabling or coax antenna cables at the Licensed Area or the Site without the prior approval of the LICENSOR and

only upon prior review and approval of COUNTY's plans, specifications, and structural calculations in support of the loading of LICENSOR's antenna structure at the Site. COUNTY shall not be permitted to use the Site or the Licensed Area for any other purpose, except by prior permission of LICENSOR.

III. COUNTY'S EQUIPMENT

3.1 Acknowledgement of Responsibility

LICENSOR acknowledges that the Licensed Area is essential to COUNTY's fulfilling its mission of public safety. LICENSOR warrants that it will not disturb or tamper with any COUNTY equipment, to include, but not limited to, electronic, electrical, grounding systems, antennas, feed lines, etc., at the Licensed Area. Exercising all reasonable diligence, LICENSOR warrants that it will take reasonable steps to ensure it will not hamper in any manner, the ability of the COUNTY to fulfill its mission at/through the Licensed Area.

LICENSOR shall be liable for all claims, demands, actions, and causes of action founded upon the negligence or otherwise wrongful conduct on the part of any employee or agent of LICENSOR that occurs at the Site and for any damage, destruction, or interference with COUNTY's Equipment on the Licensed Area. Further, LICENSOR shall release, remise, and forever discharge COUNTY of and from any and all claims, demands, actions, and causes of action not based upon the intentional acts or gross negligence of COUNTY that LICENSOR may acquire by reason of COUNTY's installation/maintenance or operation of County's Equipment on the Licensed Area.

3.2 Requirements, Limitations, and Installation Conditions – This License is subject to the limitations, requirements and installation conditions as set forth below:

3.2.1 Installation: COUNTY will County's Equipment on the Licensed Area comply with all applicable laws regarding the installation, operation, and maintenance of COUNTY's Equipment.

3.2.2 Access: Access to rack space and any antenna space at the Site is on a twenty-four hours per day/seven days' per week basis. COUNTY shall endeavor to request Site access by email or phone means at least three (3) working days (defined as the San Bernardino County government work and holiday schedule), prior to the desired access date. After hours (defined as outside of the hours of 7:30 am to 5:00 pm) and emergency access requests will be requested by phone means only.

3.2.3 Equipment Changes: Changes and modifications to County's Equipment that may alter performance of the Site or interfere with communications at the Site are to be approved prior to any installation of COUNTY's equipment. Upon approval of any changes or modifications to COUNTY's equipment Exhibit "C" of this License shall be amended to reflect a change in authorized equipment, in which case, COUNTY will provide to LICENSOR a revised Exhibit "C", incorporating such change(s) which shall be promptly signed by LICENSOR and returned to COUNTY.

3.2.4 Power: LICENSOR will install electrical power as needed above each rack to be used by COUNTY under this License. The cost for labor and materials to perform the installation work will be the responsibility of the LICENSOR. The cost of electrical power once installed is included in the rates payable by COUNTY pursuant to Section V.

- 3.3 Additional Controlling Documents – The Site is subject to the Master Agreements as more particularly described in Exhibit “D” attached hereto and made a part hereof, and may be subject to leases, licenses, rights-of-way, grants, use permits, or other controlling agreements (collectively, “Documents”) secured by the LICENSOR from other governmental or private entities. COUNTY agrees to be bound by the conditions and covenants of these Documents if LICENSOR provides such Documents to the COUNTY.
- 3.4 Maintenance – The costs of any installation, maintenance, operation, replacement, or removal of the County’s Equipment shall be at the sole expense of COUNTY.
- 3.5 Interference – County’s Equipment shall be located so as not to interfere, physically or electronically, with any of the LICENSOR’s operations and any equipment installed previous to COUNTY’s installation by other licensed users.

In the event the LICENSOR determines or is notified that the operation of the County’s Equipment caused or is causing material interference to other equipment at the Site, LICENSOR shall notify COUNTY of such interference and COUNTY, at its sole cost, shall correct such interference within a reasonable period of time if the COUNTY verifies that the County’s Equipment is the cause of such interference.

In the event that COUNTY determines that the operation of the other equipment at the Site caused or is causing interference to transmission and/or reception to County’s Equipment, COUNTY shall notify LICENSOR of such interference, and if such interference is not eliminated by LANDLORD within a twenty-four (24) hour period after COUNTY’s notice, COUNTY shall have the right to terminate this License without further obligation to LICENSOR.

IV. EFFECTIVE DATE AND TERMINATION

This License shall be for a term of five (5) years (“Term”), commencing on the first day of the calendar month following the month in which full execution of this License occurs as evidenced by the date that the last of the parties executes this License (“Commencement Date”) and shall terminate one day prior to the fifth (5th) anniversary of the Commencement Date unless: (i) the COUNTY or the LICENSOR, at the sole discretion of either, terminates the License by giving at least one hundred twenty (120) days prior written notice to the other, provided that any such termination date shall be effective at the end of a calendar month, or (ii) the License is earlier terminated in accordance with any other provision of this License. Neither party shall incur any liability to the other by reason of such termination. Notwithstanding the foregoing, in the event the License is terminated by COUNTY pursuant to this Section IV but COUNTY, despite its diligent efforts, requires additional time to remove County’s Equipment after the effective termination date, upon written request to the LICENSOR to be received by LICENSOR prior to the effective termination date, LICENSOR may, at its sole discretion, opt by express written consent to continue the License for a month-to-month term not to exceed one month after the original effective termination date. During any such month-to-month term, COUNTY shall pay to LICENSOR the then current monthly fee (which shall be calculated by dividing the then current annual license fee as set forth in Section V by 12).

V. RATES AND PAYMENT TERMS AND IN-KIND CONSIDERATION

- 5.1.1 COUNTY shall pay to LICENSOR annual license fees in advance in accordance with the terms of this License.
- 5.1.2 Payment rates and conditions are set forth on Exhibit “A”, “Rack Space and Antenna Space Rates and Payment Terms,” attached hereto. Payment shall be due upon receipt

of invoice and payable within sixty (60) days of invoice date unless the license fees are offset in accordance with this License.

- 5.1.3 COUNTY and LICENSOR acknowledge that simultaneous with the execution of this License, the parties have mutually executed a License Agreement ("Bertha Peak North License") wherein COUNTY licenses to LICENSOR certain radio equipment rack space and antenna tower space ("Bertha Peak North Space"), as more specifically set forth in the Bertha Peak North License, for the LICENSOR's installation and operation of certain LICENSOR equipment for a five-year term that commences on the same date as this License at the COUNTY-owned Bertha Peak North telecommunication site. To the extent the Bertha Peak North License is in full force and effect and LICENSOR is able to use and/or access the Bertha Peak North Space in accordance with the Bertha Peak North License, the parties acknowledge and agree that the monthly license fees due from COUNTY to LICENSOR under this License shall be fully offset by the license fees due from LICENSOR to COUNTY under the Bertha Peak North License ("In-Kind Consideration Credit").
- 5.1.4 In the event that the Bertha Peak North License is terminated prior to the expiration date of this License or LICENSOR is unable at any time to access and/or use the Bertha Peak North Space in accordance with the Bertha Peak North License, the In-Kind Consideration Credit shall not be applied to the license fees due from COUNTY under this License for the affected month(s) and any pre-applied In-Kind Consideration Credit shall be reversed and COUNTY shall pay the license fee due in the amounts set forth in Exhibit A for the affected month(s). In the event that the In-Kind Consideration Credit cannot be applied to the monthly license fees due from COUNTY under this License more than three (3) times per calendar year, COUNTY shall have the right to terminate this License with sixty (60) days' prior written notice.
- 5.2 No substitution of COUNTY's equipment or additional equipment comprising its County's Equipment is permitted **without pre-approval** of LICENSOR, which shall not be unreasonably withheld, delayed, or conditioned. In the event such substitution or additional equipment is approved by the LICENSOR, Exhibit "A" of this License shall be amended to reflect a change of equipment, in which case, LICENSOR will provide to COUNTY a revised Exhibit "A", incorporating such change(s) which shall be promptly signed by COUNTY and returned to LICENSOR. COUNTY's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary. To the extent that the In-Kind Consideration Credit is in effect at the time of any substitutions and additional equipment requests, LICENSOR may condition its approval on the payment of additional fees that exceed the In-Kind Consideration Credit.
- 5.3 The rates set forth in Exhibit "A" shall be adjusted on each anniversary of the Commencement Date of this License during the initial term of this License and any extended term by the "Annual Escalator". The Annual Escalator is defined as three percent (3%) per license year.

VI. AGREEMENT AUTHORIZATION

Each party represents that the respective individual signing this License on its behalf is a properly authorized representative of said party and has the full power and authority to enter into this License on said party's behalf.

VII. ASSIGNMENT

This License, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

VIII. DEFAULT

If the COUNTY does not make timely payment of amounts due under this License or breaches any term or condition of this License, and such failure to pay or breach continues for more than thirty (30) days after written notice from LICENSOR, COUNTY shall be in default and LICENSOR may pursue any other remedies existing in law or in equity. Notwithstanding anything to the contrary herein, in the event the nature of such default is such that more than 30 days are necessary to cure such default, COUNTY shall not be in default if COUNTY commences a cure within said 30 days and thereafter diligently pursues it to completion.

IX. INDEMNIFICATION AND INSURANCE

9.1 Indemnification

The LICENSOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The LICENSOR's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

9.2 Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the LICENSOR shall secure and maintain throughout the License the following types of insurance with limits as shown:

9.2.1 Workers' Compensation – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the LICENSOR and all risks to such persons under this License.

9.2.2. Commercial/General Liability Insurance – The LICENSOR shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit

9.2.3 Commercial Property Insurance providing all risk coverage for the Licensed Area, including any building, fixtures, equipment and all property constituting a part of

the licensed areas. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

- 9.2.4 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If LICENSOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the LICENSOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 9.2.5 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- 9.2.6 Additional Named Insured – All policies, except for the Workers’ Compensation policies shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of this License. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 9.2.7 Waiver of Subrogation Rights –LICENSOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSOR and LICENSOR’s employees or agents from waiving the right of subrogation prior to a loss or claim. The LICENSOR hereby waives all rights of subrogation against the COUNTY.
- 9.2.8 Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- 9.2.9 Proof of Coverage – The LICENSOR shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESD) administering the License evidencing the insurance coverage, including endorsements, as required, at the time this License is mutually executed, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESD, and LICENSOR shall maintain such insurance for the duration of the License. Within fifteen (15) days of the Commencement Date of this License, the LICENSOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- 9.2.10 Severability of Interests – The LICENSOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between

the LICENSOR and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

9.2.11 Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

9.2.12 Insurance Review – The COUNTY’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY’s risk.

Any such reduction or waiver for the entire term of the License and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or the COUNTY.

9.2.13 Deductibles and Self-Insurance Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9.2.14 Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSOR. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice immediately to LICENSOR. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination of this License by COUNTY, or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSOR to COUNTY upon demand but only for the pro rata period of non-compliance. ~~---~~ ~~---~~

9.2.15 COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSOR in LICENSOR's operations.

9.2.16 The LICENSOR agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Licensed Area to provide insurance covering such use with the same insurance policies and requirements for LICENSOR as set forth in this License and naming the COUNTY as additional insured. LICENSOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

X. GENERAL TERMS AND CONDITIONS

- 10.1 Permits - COUNTY is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- 10.2 Waiver - No waiver of a breach of any provision of this License shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 10.3 Validity - The invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.
- 10.4 Captions and Paragraph Headings - Captions and paragraph headings used herein are for convenience only and are not a part of this License and shall not be used in construing it.
- 10.5 Exhibits - All Exhibits attached hereto, if any, are an integral part of this License and are incorporated herein by reference.
- 10.6 Entire Agreement - This License shall constitute the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This License may be amended as COUNTY and the LICENSOR mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and LICENSOR. This License shall be governed by the laws of the State of California.
- 10.7 Surrender – At the expiration or earlier termination of this License, COUNTY may remove any and all of County’s Equipment from the Licensed Area and surrender all rights and privileges under this License. If COUNTY fails to restore the Licensed Area to its former condition existing as of the commencement date of the License, reasonable wear and tear excluded, and subject to Sections VIII and XII, the LICENSOR may restore the Site at COUNTY’s sole expense.
- 10.8 Reserved.
- 10.9 Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed duly given upon the date actual delivery to the recipient or the recipient’s refusal to accept delivery, if delivery is by hand; OR if delivery is by first class United States mail, postage pre-paid, certified or registered, return receipt requested, OR reputable overnight courier.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Licensor: Mobile Relay Associates, LLC
 15330 Vermont Avenue
 Paramount CA. 90723

County: San Bernardino County
 Real Estate Services Department

385 N. Arrowhead Ave.
San Bernardino, CA. 92415-0180

With a copy to: San Bernardino County
Department of Innovation and Technology
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

XI. DEPARTMENT OF INNOVATION AND TECHNOLOGY AUTHORIZATION

The County's Department of Innovation and Technology, through its Chief Information Officer or authorized designee, is authorized to discharge all technical functions ascribed to COUNTY in this License, except those specifically reserved by law to the Board of Supervisors. The County's Real Estate Services is authorized to administer all other provisions of this License, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

COUNTY shall not be held liable for any delay or failure in performance of any part of this License from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS THEREOF, the parties have hereto executed this License on the date set forth below their respective signatures.

COUNTY: SAN BERNARDINO COUNTY

LICENSOR: Mobile Relay Associates, LLC

Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

By *Mark J. Abrams*
(Authorized signature - sign in blue ink)

Dated: MAY 09 2023

Name: Mark Abrams

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title: Member

Lynsa Monell
Lynsa Monell
Clerk of the Board of Supervisors
San Bernardino County

Dated: 4-19-23

By *[Signature]*
Deputy

Address 15330 Vermont Avenue



Paramount, CA 90723

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

Approved as to Legal Form
[Signature]
Agnes Cheng, Deputy County Counsel
Date 4/7/2023

Approved

Date _____

Presented to BOS for Signature

Lyle Ballard, Real Property Manager
Date _____

EXHIBIT "A"

**RACK SPACE AND ANTENNA SPACE
RATES AND PAYMENT TERMS**

LICENSED AREA PROVIDED

The following Rack Space and Antenna Space selected by check mark shall be provided to COUNTY under this License:

- Rack Space Rental Fee @ \$28,392.00 per rack per year which includes the antenna space to support COUNTY's radio equipment.

PAYMENT SCHEDULE

COUNTY shall be invoiced as specified by check mark:

- Monthly Invoicing:** On the first day of each month of the term.
- Semi-Annual Invoicing:** On January 1 (for period January 1 through June 30) and on July 1 (for period July 1 through December 31 of the successive year). The first payment due for the period 5/1/2023 – 6/30/2023 shall be invoiced by LICENSOR after mutual execution of this License and payable within 60 days of the invoice date, unless such payment is offset in accordance with this License.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR LICENSED AREA

	No. of Units	Monthly Rack Space Charges Per Unit	Annual Charge (payable semi-annually)
Rack space	2		
Rack Space: 2 Racks			
Annual Payment Year 1	2	\$1,183.00	\$28,392.00
Annual Payment Year 2	2	\$1,218.50	\$29,244.00
Annual Payment Year 3	2	\$1,255.00	\$30,120.00
Annual Payment Year 4	2	\$1,292.50	\$31,020.00
Annual Payment Year 5	2	\$1,331.50	\$31,956.00
Total Cost for 2 Racks for five year period	2		\$150,732

EXHIBIT "D"
Master Lease
12 pages

**AGREEMENT AND CONSENT TO
SUB-RENTAL/SUB-LEASE**

This Agreement is entered into between SUNSET RIDGE, LLC (hereinafter, "Landlord"), and MOBILE RELAY ASSOCIATES, LLC, a California Limited Partnership (hereinafter, "Renter").

RECITALS

A. Landlord is the Lessee under a Communications Use Lease dated July 28, 2020 between Landlord and the U.S. Department of Agriculture Forest Service ("the Forest Service Lease") pertaining to a radio communications facility located in the County of Los Angeles, State of California, Sec. 10, T. 1N., R. 8W., San Bernardino Meridian (commonly referred to as "Sunset Ridge").

B. Landlord desires to rent to Renter, and Renter desires to rent from Landlord, the use of the radio communications facility located at Sunset Ridge ("the Radio Facility").

C. Renter in turn desires to sub-rent or sublease a portion of the Radio Facility to the County of San Bernardino.

NOW THEREFORE, the parties agree as follows:

1. The Radio Facility: The Radio Facility at Sunset Ridge consists of a 30' x 45' x 12' high block building; a 220' tall lattice tower; and ancillary structures and fence.

Landlord covenants that Renter will peaceably and quietly hold and enjoy the right to use and enjoy the Radio Facility on the terms and conditions stated in this Rental Agreement.

2. Use of the Radio Facility Space. Renter shall use the Radio Facility for the placement of 2-way radio and communications equipment for the operation of one or more radio communications stations ("Radio Stations"). Renter shall have free access to the Radio Facility in order to install, inspect, maintain, repair, update and replace as necessary the improvements and the equipment used for the operation of the Radio Stations. The operation of all Radio Stations at the Radio Facility shall be in compliance with all applicable local, state and federal laws and regulations, including all Federal Communications Commission licensing requirements.

Renter has inspected the Radio Facility and is satisfied that it is suitable for Renter's intended use, and accepts same subject to all existing local, state and federal laws, including zoning. Landlord makes no representation or warranty as to its present or future suitability or legality for Renter's intended use.

3. Rent. Renter shall pay to Landlord as rent the sum of \$10.00 per month for the use and occupancy of the Rented Space as provided for herein, payable in advance on the first day of each calendar month. Forestry fees incurred due to the rental of the facility will be billed back to Renter. It is the sole responsibility of Renter to bill back these fees to their subtenants.

4. Term. This Rental Agreement shall commence on the date hereof and terminate on January 31, 2027, and shall automatically be extended for additional 5-year terms unless either party gives written notice to the other party of its intention not to extend this Rental Agreement, such notice to be given at least 60 days but no more than 120 days prior to the expiration of the original or extended term.

5. Utilities. Renter shall pay for power and all other utilities used for the operation of the Radio Stations.

6. Taxes. Renter shall pay for all personal property taxes levied on the Radio Facility, including its equipment contained therein

7. Insurance. Renter shall obtain and maintain commercial general liability insurance, naming Landlord as an additional insured, in an amount not less than \$1 million combined single limit for each occurrence of bodily injury, personal injury and property damage. Renter shall be responsible for obtaining and maintaining insurance coverage for damage or loss to personal property and the improvements used by Renter at the Radio Facility, including loss of business or loss of income.

8. Renter's Default. Should Renter be in material default under the terms of this Rental Agreement including non-payment of Rent, Landlord shall serve notice of such default upon Renter, whereupon Renter shall have 30 days in which to cure said default. Should Renter fail to cure such default (or in the event of a default necessitating more than 30 days to cure, should Renter fail to take steps to cure such default) within said 30 days, Landlord may declare Renter's default under this Rental Agreement and avail itself to whatever legal or equitable remedies that are available under the law.

9. Subject to Forest Service Lease. Renter acknowledges that this Rental Agreement is subject to the terms and conditions of the Forest Service Lease and agrees that it shall not engage in any conduct or commit any act or omission which would violate the Landlord's obligations and duties under the Forest Service Lease.

10. Title. Renter shall have no rights, title or interest in the Radio Facility other as a Renter as provided for in this Agreement.

11 Termination. Upon termination of this Rental Agreement for whatever

reason, unless Landlord instructs otherwise, Renter shall remove all of its improvements and equipment from the Radio Facility and restore the Radio Facility to substantially the original condition it was before the parties entered into this Rental Agreement.

12. Consent to Sub-Rental. Renter may sub-rent all or a portion of the Radio Facility, subject to Landlord approval, to any third party, so long as such sub-rental agreement is subject to the terms and conditions of this Rental Agreement. Specifically, Landlord consents to Renter sub-renting the following portion of the Radio Facility to the County of San Bernardino for its use in the operation of one or more radio stations: 2 equipment racks inside the block building of approximately 2' x 2' each; and space on the antenna tower to mount three 2-way radio antennas and two microwave dishes.

13. Notices. All notices and demands which either party may or is required to give hereunder shall be in writing and may be given by any method, including personal delivery, United States Mail (certified, registered or express mail), private courier (FedEx, DHL, U.S. Parcel Service), facsimile transmission or email. Notice is deemed given when actually received by the intended recipient. The burden is upon the party giving the notice or demand to prove that it was actually received by the intended recipient.

Serving address for Landlord will be: Sunset Ridge, LLC: 9911 Norwalk Blvd,
Santa Fe Springs, CA 90670

Serving address for Renter will be: MOBILE RELAY ASSOCIATES, LLC:
15330 Vermont Ave, Paramount, CA 90723

14. Applicable Law and Venue. This Rental Agreement shall be interpreted and enforced in accordance with the laws of the State of California. In the event any legal proceedings are initiated by any party to enforce or interpret the terms of this Rental Agreement, the parties agree and consent to venue in the County of Los Angeles, State of California.

15. Attorney's Fees. In any legal proceeding instituted by any party to enforce or interpret the terms of this Rental Agreement, the prevailing party in such legal proceeding shall be entitled to recover, in addition to recoverable court costs, its reasonable attorney's fees and actual costs incurred therein.


16. Binding Upon Successors. This Rental Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties and their respective legal representatives and successors and assigns. Nothing in this Rental Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Lease Agreement.

17. Entire Agreement. This Rental Agreement constitutes the entire agreement between Landlord and Renter with respect to the Radio Facility; no prior written agreements or contemporaneous or subsequent oral promises or representations will be binding. All changes or amendments to the Rental Agreement must be in a writing signed by the parties and mailed to: Sunset Ridge, LLC: 9911 Norwalk Blvd, Santa Fe Springs, CA 90670

18. Counterparts. This Rental Agreement may be executed in any number of counterparts, each to constitute an original and be binding upon the party executing same.

EXECUTED as of June 21st, 2022.

SUNSET RIDGE, LLC
Landlord

By 
David Hendrie
Managing Member

MOBILE RELAY ASSOCIATES, LLC
Renter

By 
Mark J. Abrams

Auth ID: 0501SUNSET4
Contact Name: SUNSET RIDGE LLC
Expiration Date: 12/31/2047
Use Code: 803

FS-2700-10b (V.01/2014)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

Sunset Ridge LLC of 9911 Norwalk Boulevard, Santa Fe Springs, CA 90670

THIS LEASE, dated this 28th day of July, 20 20, 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 Sunset Ridge LLC, 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 Angeles 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 to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described communications facility in the County of Los Angeles, State of California, Sec. 10, T. 1N., R. 8W., San Bernardino Meridian (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a Microwave communications facility. Authorized facilities under this lease include:

Equipment shelter(s): 30' x 45' x 12' high block
Antenna support structure(s): 220' lattice tower
Ancillary structure(s): 1,000 gallon propane tank inside a block 5' x 24' enclosure. 50-500 HP propane generator. 10' x 20' x 10' high chain link fence

Access as shown or described in Exhibit A.

The location of the property is shown generally on the site management plan dated 10/25/2017 for the Sunset Ridge 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 12/31/2047. 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 rent has been exempted or 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 in the form of a check, draft, or money order are payable to USDA, Forest Service. 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 management 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 management 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, Compensation, 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 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.

D. 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.

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 214, 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 stated 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.

E. Bonding. The Authorized Officer may require the Lessee to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this lease or any applicable law, regulation, or order.

F. As a further guarantee of compliance with the terms and conditions of this lease, the Lessee shall deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of \$100,000.00 for the purpose of securing Lessee's obligation, upon expiration or earlier termination of this Lease pursuant to its terms, to remove the structures and improvements that comprise the communications facility and restore the property in accordance with the terms set forth herein. The

Authorized Officer may periodically evaluate the adequacy of the bond or other security and increase or decrease the amount when there is a change in scope of the authorized facilities or ancillary improvements. If the bond or other security becomes unsatisfactory to the Authorized Officer, the Lessee shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Authorized Officer. If the Lessee fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligations secured under this clause, without prejudice to any other rights and remedies of the United States.

2. The bond shall be released or other security returned 30 days after (a) the Authorized Officer certifies that the obligations covered by the bond or other security are met and (b) the Lessee establishes to the satisfaction of the Authorized Officer that all claims for labor and material for the secured obligations have been paid or released.

3. Prior to undertaking additional construction or alteration not covered by the bond or other security, or when the authorized facilities and ancillary improvements are to be removed and the lease area restored, the Lessee may be required to obtain additional bonding or security.

F. Superseded Authorization (X-18). This authorization supersedes an authorization designated SGR731001A, issued to Ellis Communications, dated June 30, 2006.

ACCEPTED this 26th day of July, 2020, I CEO Sunset Ridge LLC
the undersigned have read, understand and accept the terms and conditions of this lease.

SUNSET RIDGE LLC



DAVE HENDRIE
Managing Member

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
Department of Agriculture
Forest Service

14:29:48
-07'00'

9
2020.07.2

Date:

JEROME
PEREZ

signed by

JEROME
PEREZ

Digitally

EZ

PER

OME

JER

JEROME PEREZ
Forest Supervisor

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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.