

Attachment 1

ATTACHMENT 1

Lease Agreement

Project: Dish at Kellogg Open Space
APN: 069-350-031 (Portion)
Folio: 004028
Agent: JJS

LEASE AGREEMENT
DISH WIRELESS AT KELLOGG OPEN SPACE

THIS LEASE AGREEMENT (“Agreement”) is made by and between the

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California,
hereinafter referred to as "COUNTY,"

and

DISH WIRELESS, L.L.C.,
a Colorado limited liability company,
hereinafter referred to as "LESSEE" (and, together with
COUNTY, collectively, the “Parties” and each a “Party”)

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property located in the County of Santa Barbara commonly known as Kellogg Open Space (hereinafter “Kellogg Open Space”), which property is located in the 600 block of North Kellogg Avenue in Goleta, California, and is more particularly described as Assessor’s Parcel Number 069-350-031 which property is used for the purposes of open public space (hereinafter “Property”) and is shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, LESSEE currently operates and maintains a wireless communication network inside and outside the boundaries of Santa Barbara County; and

WHEREAS, LESSEE desires to enter into this Agreement with the COUNTY to occupy and use a portion of the Property for a wireless communication facility, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions, contained herein, the parties agree as follows:

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1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of the COUNTY's General Services Department.

2. **LEASED AREA:** COUNTY hereby leases to LESSEE and LESSEE hereby leases from COUNTY the specific portion of the Property (hereinafter "Site") as shown on Exhibit "B", attached hereto and incorporated herein by reference, for the construction and operation of LESSEE'S wireless communication facility together with a new antennas and cables to be installed on the existing Verizon Wireless monopole.

3. **ACCESS TO THE SITE:** LESSEE shall be allowed to access the Site, on foot or motor vehicle, including trucks, twenty-four (24) hours per day, seven (7) days per week unless an applicable law or an authority having jurisdiction prohibits COUNTY from permitting LESSEE access to the Site. Notwithstanding the foregoing, during the initial construction of its Facility, LESSEE shall be allowed to access the Site by vehicle or truck only along the access path marked on the architectural plans attached hereto as Exhibit "C". Thereafter, except in the event of an emergency to be determined by LESSEE in LESSEE's reasonable discretion, LESSEE shall have vehicular or truck access along the access path to the Site by vehicle only with the prior written approval of the COUNTY's Community Services Department, Parks Division. Neither COUNTY nor LESSEE shall be responsible for maintaining access to the Site; provided, however, that LESSEE shall be responsible for any repairs required to the access path to the Site to the extent the same are caused by LESSEE's or its contractors' vehicles or equipment, and after receipt of written notice and documentation verifying that LESSEE has caused such damage.

COUNTY shall not be liable to LESSEE for lack of access to the Site. However, in the event that the Site becomes inaccessible as a result of natural causes, COUNTY shall to the extent necessary cooperate with LESSEE to restore access in a timely fashion.

LESSEE shall comply with all applicable COUNTY security programs and policies that are part of the COUNTY's governing ordinance or otherwise provided in writing to LESSEE.

4. **PURPOSE AND USE:** LESSEE shall use the Site to construct, maintain, repair, alter, replace and/or remove or have constructed, maintained, repaired, altered, replaced, and/or removed all or any portion of LESSEE's wireless communication facility, including but not limited to, the equipment shelter, radio equipment, antenna support structures, antennas, utility conduits, poles, wires, anchors, guys, and all other appurtenant equipment and operations approved by COUNTY which are incidental thereto and necessary to operate and maintain LESSEE's wireless communication facility (hereinafter "Facility"), and to transmit and receive communication signals in any and all frequencies which do not interfere with other wireless communications existing as of the date of this Agreement, or with wireless communications of COUNTY existing at any time during the Term (defined below), and for all purposes incidental thereto. LESSEE shall be responsible for supplying, installing and maintaining all power and utilities for the Site.

LESSEE's use of the Site shall conform to the equipment and antenna specifications described in Exhibit "D" ("Specifications"), attached hereto and by reference made a part hereof. LESSEE shall comply with all land use and building permit requirements of COUNTY. LESSEE shall neither expand its use of the Site beyond the scope of the Specifications, nor use or permit any

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use of the Site for any other purposes without the express written approval of the COUNTY's Real Property Manager, at the address of 1105 Santa Barbara Street, Santa Barbara, CA 93101. No such approval from COUNTY's Real Property Manager shall excuse LESSEE from securing all permits and other approvals required to implement such approved changes to the Site or its Facility, or obligate any other COUNTY department to issue permits provide approval. LESSEE shall comply with all requirements of any and all permits. LESSEE shall not make any changes in LESSEE's use of the Site beyond the scope of the Specifications without COUNTY's prior written consent. LESSEE may, following written notice to COUNTY, make changes to and replacements of equipment which are of a substantially similar or "like-kind" nature without having to obtain the prior written approval of COUNTY's Real Property Manager, provided that such changes do not alter the square footage of the Site, change the visual impact of the equipment, change the location or size of such equipment, or change the level of transmission of such equipment or the Facility, and provided, further, that LESSEE shall provide at least ten (10) days' prior written notice to COUNTY's Real Property Manager in advance of any proposed changes to LESSEE's Facility that, in accordance with the foregoing sentence, do not require COUNTY's prior written consent.

5. **TERM:** The initial term of this Agreement is for a period of six (6) years ("Initial Term), commencing on August 1, 2023 (hereinafter "Commencement Date"), and shall terminate on July 31, 2029, unless sooner terminated as hereinafter provided.

6. **EXTENSION AND RENEWAL OF LEASE:** Provided that this Agreement has not been terminated and LESSEE is not in Default at the end of the above-referenced term and each subsequent 5-year renewal term described below, then such term shall automatically be extended for an additional term of five (5) years each (each such 5-year additional term a "Renewal Term") as follows:

First Renewal Term: August 1, 2029 through July 31, 2034

Second Renewal Term: August 1, 2034 through July 31, 2039

In the event of any such extensions the Rent shall be calculated according to Section 8, RENT, and Section 9, COST OF LIVING ADJUSTMENT, or on such other basis and subject to such other terms and conditions as the Parties may then agree to in writing duly executed by each of the Parties. The Initial Term and all Renewal Terms, if any, shall be collectively referred to as the "Term".

7. **SECURITY DEPOSIT:** LESSEE shall pay to COUNTY a security deposit in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) within forty-five (45) days of the Effective Date (hereinafter "Security Deposit"). COUNTY shall have the right to use monies from this Security Deposit to make any repairs or equipment removal not made by LESSEE and which LESSEE is otherwise obligated to make, and to restore the Site in the event LESSEE does not properly do so according to its obligations as set forth herein. In the event that, during the Term, COUNTY uses a portion of the Security Deposit in accordance with the terms hereof, then LESSEE shall, within thirty (30) days of such expenditure(s) and LESSEE's receipt of COUNTY's written notice to reimburse COUNTY for such expenditure(s), reimburse to COUNTY the amount of such Security Deposit expenditures. COUNTY shall release the Security Deposit, less any costs related

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to repair or equipment removal, if any, within forty-five (45) days of the expiration or termination of this Agreement.

8. **RENT:** The annual base rent (“Rent”) payable by LESSEE to COUNTY during the first year of the Term shall be THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00) lawful money of the United States of America, which shall be due in full on the Commencement Date.

Thereafter, beginning in the year 2024, Rent payments shall be paid annually, in advance, on or before August 1st of each and every calendar year of the Term. Rent due for any period which is for less than one (1) calendar year shall be prorated based upon a three hundred sixty-five (365) day year. The Rent shall be subject to adjustment as set out in Section 9, **COST OF LIVING ADJUSTMENT**, below. If Rent is not paid ten (10) days after the applicable date due (i.e., the Commencement Date, and each anniversary thereof), LESSEE shall pay to COUNTY interest on the unpaid balance, which shall accrue at a rate of at ten percent (10%) per annum from such due date until paid in full.

Rental payments shall be made payable to “County of Santa Barbara” and sent to COUNTY at the address as stated in Section 26, **NOTICES**, below.

9. **COST OF LIVING ADJUSTMENT:** On August 1, 2024, and on August 1 of each year of the Term thereafter, the amount of Rent due hereunder shall increase by an amount that is five percent (5%) more than the Rent payable during the immediately preceding year of the Term (the “Cost of Living Adjustment”).

10. **SITE SUITABILITY:** LESSEE has investigated the Property and the Site and has determined that they are suitable for LESSEE’s intended operations, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Site AS-IS, in its existing condition as of the Effective Date (defined below).

LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, INCLUDING, BUT NOT LIMITED TO, LESSEE'S UTILITY INSTALLATION REFERENCED IN SECTION 15, BELOW, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OR SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE OR FOR ANY OTHER USE.

11. **CONSTRUCTION OF THE FACILITY AND FUTURE ALTERATIONS:** Prior to the commencement of LESSEE’S construction of its Facility, a pre-construction meeting will be scheduled with COUNTY, through the Real Property Manager, or their designated agent, at the Site to review project procedures, designation of project and/or construction managers, and project scheduling. LESSEE shall submit to the Real Property Manager, or their designated agent, periodic status reports indicating description of finished work and milestones.

Upon compliance with all required permitting, construction of the Facility, at LESSEE’s sole expense, shall begin promptly after the Commencement Date and shall be pursued expediently to completion. Copies of all required land use permit(s) and building permit(s), as applicable, are attached hereto and by reference made a part hereof as Exhibits “E” and “F”, respectively.

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LESSEE shall install and construct the Facility in accordance with Exhibits "C", "E" and "F", and LESSEE acknowledges that compliance of the construction of its Facility may be administered by COUNTY's Planning and Development Department and/or Building and Safety Division. LESSEE shall give COUNTY no less than ten (10) days written notice prior to the commencement of any installation or construction work in, on, or about the Site, with the exception of regular maintenance, minor repair visits and emergency work, and shall keep the Property and Site free and clear of liens for labor and materials by or on behalf of LESSEE.

Any work done by LESSEE or its agents on or around the Site during the construction of LESSEE's Facility shall conform to the construction schedule described in Exhibit "G", attached hereto and by reference made a part hereof. LESSEE or its Contractor shall, during all phases of construction, have a designated representative present on the Site to monitor construction and ensure compliance with the aforementioned work plan. In addition, COUNTY may, at its option, have a designated representative on Site who, during all phases of construction, shall have the right to suspend and/or terminate any and all phases of such construction that do not substantially comply with Exhibit "C," "D," "E," or "F". The construction and installation to be done hereunder shall be scheduled and executed at such time and in such a way as to cause, to the extent reasonably feasible, the least inconvenience to the COUNTY, its officers, agents, and employees and with proper consideration for the rights of the public and other COUNTY tenants, vendors, and contractors.

Upon completion of the installation and construction of the Facility, a post-construction meeting for final inspection will be scheduled with COUNTY, through the Real Property Manager, or its designated agent, at the Site for final inspection of completed work.

LESSEE shall not, during the installation and construction or at any other time during the Term, alter or improve the Site in additional ways not anticipated by this Section 11, Section 4, above, or by Section 14.C, below, unless LESSEE first obtains the prior written approval of the COUNTY's Real Property Manager, which approval shall not be unreasonably withheld, and complies with all requirements of all permits, approvals, and applicable law. COUNTY, in its role as proprietor of the Property, shall use its best efforts to respond in a timely manner to LESSEE's request to alter or improve the Site. Approval from COUNTY's Real Property Manager neither excuses LESSEE from securing any permits or other approvals required to implement changes LESSEE proposes to the Site or its Facility, nor obligates other COUNTY departments to issue a permit for or approve any changes LESSEE proposes to the Site or its Facility.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LESSEE to undertake construction of the Facility or additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

COUNTY warrants that it has the right and the ability to enter into this Agreement with respect to the Property.

12. **TITLE TO FACILITY:** During the Term, title to the Facility shall vest with LESSEE. Upon expiration of the Term, or earlier termination of this Agreement as provided herein, at COUNTY's option, title to the Facility and utility conduits, except as stated below, shall pass to COUNTY, and LESSEE shall execute whatever documents are requested by COUNTY to evidence such transfer of title. COUNTY further acknowledges and agrees that in the event

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COUNTY is permitted and does exercise such election, COUNTY shall take possession of the Facility and utility conduits in their then "as-is" condition, without any representation or warranty by LESSEE as to their fitness for a particular purpose. For purposes of this Section 12, TITLE TO FACILITY, radios, radio cabinet equipment, antennas, and other similar electronic equipment and any antenna structures (hereinafter "LESSEE'S Owned Facilities") shall not be a part of the Facility, and LESSEE shall retain title to LESSEE'S Owned Facilities.

13. **ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY:**

LESSEE shall not abandon, vacate, or surrender the Site at any time during the term of this Agreement. Any personal property belonging to LESSEE that is left on the Site more than sixty (60) days after any such abandonment, vacation or surrender of the Site, or after the expiration or termination of this Agreement, shall be deemed abandoned at the option of the COUNTY, and title to such personal property shall transfer to COUNTY. Notwithstanding the foregoing, COUNTY acknowledges that the Facility will be operated as an unmanned facility.

14. **NONINTERFERENCE:**

A. Property. LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, LESSEE's invitees, agents and/or contractors, to use any portion of the Property, Site, or the Facility in any way which interferes with the use of the Property by COUNTY. Such interference shall be deemed a material breach of this Agreement, and in the event of any such interference by, on behalf of, or allowed by LESSEE, LESSEE shall terminate such interference promptly upon receipt of written notice of same from COUNTY. In the event LESSEE fails to stop such interference within forty-eight (48) hours after receipt of such notice, LESSEE shall cease operation of the Facility or remove the interfering equipment until such interference is eliminated.

B. Telecommunications. LESSEE shall meet and comply with all non-interference rules of the Federal Communications Commission (hereinafter "FCC"). Subject to LESSEE's rights hereunder, LESSEE shall not use, nor shall LESSEE permit its employees, invitees, agents or any others under its control to use the Property or Site in any way which interferes with the operations of other telecommunications users existing on the Property as of the date of execution of this Agreement, or of COUNTY, nor shall LESSEE at any time after the Commencement Date of this Agreement change the operations of its Facility or alter its Facility in such a manner which causes interference to COUNTY or any other users or tenants on the Property as of the date of the change or alteration to the Facility. In the event any of LESSEE's equipment causes such interference, LESSEE shall expeditiously take all steps necessary to correct and eliminate the interference. COUNTY agrees that any other tenants of the Property who currently have or in the future take possession of the Property will not be permitted to operate equipment that causes interference to the operation of LESSEE's facility, provided that LESSEE is in compliance with this Agreement.

C. Relocation. COUNTY reserves the one-time right, at any time after the expiration of the Initial Term, to reasonably designate a new location for LESSEE's Facility and to require LESSEE to move said Facility elsewhere on the Property, provided that COUNTY shall give LESSEE six (6) months advance written notice of such relocation of LESSEE's Facility. The relocation of LESSEE's Facility shall be done in accordance with the following terms:

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- (i) LESSEE shall bear the sole cost and expense of relocating LESSEE's Facility. The work and labor to relocate LESSEE's Facility shall be done exclusively by LESSEE or its designated agents. The relocation of LESSEE's Facility shall not result in any interruption of the communications service provided by LESSEE from the Property. The relocation of LESSEE's Facility shall not materially impair the quality of communications service provided by LESSEE from the Property. The relocation shall include new access and utility routes as reasonably required by LESSEE's use of the new location of LESSEE'S Facility. The relocation of LESSEE's Facility shall be done in accordance with the terms and conditions contained in paragraphs (iii), (iv) and (v) below.
- (ii) COUNTY will exercise its right to relocate LESSEE'S Facility by delivering written notice to LESSEE. In the notice, COUNTY will propose an alternate site on the Property to which LESSEE may relocate its Facility. LESSEE will have sixty (60) days from the date it receives the notice to evaluate the alternate site. If LESSEE fails to approve of the alternate site within such 60-day period or fails to request an extension of such review period in writing, then LESSEE shall be deemed to have approved such proposed relocation. If LESSEE for good cause provided in writing to the COUNTY disapproves of the alternate site, then COUNTY, if practicable, may thereafter propose a new alternate site or a choice of alternate sites by notice to LESSEE in the same manner described above. LESSEE will then have the option to choose one of the new alternate sites within sixty (60) days from the date LESSEE receives notice of the new alternate site. Any relocation site which COUNTY and LESSEE agree upon in writing is hereinafter referred to as the "Relocation Site". Within sixty (60) days after LESSEE has accepted the Relocation Site, LESSEE shall submit its application for any applicable permits for the Relocation Site and pursue permits expediently until obtained. LESSEE will have a period of ninety (90) days after obtaining its permits for the Relocation Site to relocate LESSEE'S Facility to the Relocation Site and cease operations at the previous Site.
- (iii) During the relocation of LESSEE'S Facility to the Relocation Site, LESSEE shall be allowed to install a temporary facility on COUNTY'S Property in a location approved by COUNTY, which approval shall not be unreasonably withheld or unreasonably conditioned. Upon completion of the relocation of LESSEE's Facility to the Relocation Site, LESSEE shall promptly remove such temporary facility.

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- (iv) Upon relocation of LESSEE'S Facility, or any part thereof, to the Relocation Site, this Agreement shall be amended to reflect such Relocation Site as the Site. Each Party hereby agrees that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE and such survey shall be included in the amendment of this Agreement and become a part hereof and control in describing the Site. Except as expressly provided in this Subsection 14.C(v), the Parties hereby agree that in no event will the relocation of LESSEE's Facility under the provisions of this Section 14.C, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.
- (v) Notwithstanding the foregoing, LESSEE may terminate this Agreement upon 90-days written notice to COUNTY in the event LESSEE does not wish to relocate its Facility upon COUNTY'S written request.

15. **UTILITY CHARGES:** LESSEE shall, at its sole cost and expense, upon obtaining the required permits and approvals, install and maintain the necessary mains and ancillary equipment required to bring all utility services to the Site and Facility, as described and depicted in Exhibit "C" and "F", attached hereto and incorporated herein by reference. All accounts for such utilities shall name LESSEE as the responsible party, and LESSEE shall promptly directly pay the providers of such utilities for all utility charges and fees.

LESSEE shall be responsible for supplying and maintaining all power and all other utilities for the Site and Facility. LESSEE shall pay when due all charges for utilities in connection with the Site.

16. **TAXES AND ASSESSMENTS:** This Agreement may confer a possessory interest on LESSEE, and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, arising out of the Site or LESSEE's Facility which may be levied upon the Property, Facility and/or Site during the Term or after the Term with respect to a period of time during the Term. Payment of taxes hereunder is in addition to the Rent required by this Agreement, and the payment of taxes by LESSEE shall not be deducted from the required Rent, and there shall be no offset for the payment of taxes or other federal, state, or local fees.

17. **MAINTENANCE AND REPAIR/GRAFFITI REMOVAL:** LESSEE agrees at its sole expense to keep in good working order and repair, reasonable wear and tear excepted, the Site and Facility. If LESSEE delays in making any repairs necessary to keep the Site and the Facility in good repair and working order COUNTY shall have the right, but not the obligation, to make such repairs, and may use monies from the Security Deposit to pay the cost of such repairs; provided, however, that if the cost of such repairs exceed the amount of the Security Deposit, then, in addition to the reimbursement of the Security Deposit required in the provisions of this Agreement, above, LESSEE shall reimburse COUNTY for such amounts in excess of the Security Deposit within thirty (30) days of receipt of a written invoice for the cost of such repairs. For the avoidance of doubt, notwithstanding the foregoing, COUNTY shall not have any responsibility to

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repair or maintain the Site or Facility. LESSEE shall, within twenty (20) days after receipt of notice from COUNTY, perform maintenance and repair and remove or have removed graffiti from the Facility and Site at its sole expense.

18. **ASSIGNMENT/SUBLEASE/HYPOTHECATION:** LESSEE shall not assign, license, sublease, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, the Site or any part thereof, or any right or privilege appurtenant thereto. or any right or obligation hereunder, without COUNTY's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

LESSEE shall not mortgage, pledge, hypothecate, or encumber the Property, the Site, or any interest therein, including without limitation its leasehold; nor shall LESSEE mortgage, pledge, hypothecate, or encumber the Facility or any other improvements placed upon the Property or Site, whether such improvement is placed thereon before or after the Effective Date of this Agreement.

Any attempt to assign, license, sublease, mortgage, pledge, hypothecate or in any other way encumber any of LESSEE'S rights or obligations under this Agreement, or LESSEE's interest in the Site, without COUNTY's prior written consent shall be void and without legal effect.

Notwithstanding the above, upon written notification to COUNTY, LESSEE may assign this Agreement to any entity under common legal control with LESSEE, or to an entity (i) that purchases all or substantially all of LESSEE's assets in the FCC market in which the Property is located; provided, however, that LESSEE shall remain surety for the performance of any such assignee, such that such assignment shall not relieve LESSEE of LESSEE's obligations hereunder, or (ii) into which LESSEE may be merged, provided that the surviving entity in such merger agrees in writing to be bound to all of the terms and conditions of this Agreement and has the capabilities and financial resources to comply herewith.

19. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, personal representatives, and permitted successors and assigns.

20. **INDEMNIFICATION:** LESSEE shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees, from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of LESSEE or any of its agents, employees, or independent contractors contractually or otherwise legally responsible to LESSEE; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

The absence of COUNTY's indemnity to LESSEE under this Agreement shall not be construed to limit or waive any statutory or legal rights in equity or at law that LESSEE may have against COUNTY for (i) County's sole negligence or willful misconduct in connection with this Agreement; (ii) COUNTY's breach of this Agreement; or (iii) a breach of any representation, warranty or covenant of COUNTY contained or incorporated in this Agreement.

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21. **INSURANCE**: Without limiting the LESSEE'S indemnification of the COUNTY, LESSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements set forth herein shall constitute a Default by LESSEE.

A. **Workers' Compensation Insurance**. Workers' Compensation in compliance with the statutory requirements of the state of operation and Employers Liability Insurance with a limit of \$1,000,000 each accident/disease/policy limit covering all LESSEE'S staff while performing any work incidental to the performance of this Agreement.

B. **Commercial General Liability Insurance**. The general liability insurance shall provide a limit of \$3,000,000 per occurrence for bodily injury and \$5,000,000 general aggregate, including premises, operations, contractual liability, personal and advertising injury and products and completed operations of LESSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the LESSEE under this Agreement.

C. **Commercial Auto Liability Insurance**. The automobile liability insurance shall provide a limit of \$2,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired motor vehicles. LESSEE shall require all subcontractors to obtain and maintain substantially the same insurance with substantially the same limits as required of LESSEE and furnish separate certificates of insurance evidencing the coverage in effect. COUNTY, its officers, and employees shall be included as Additional Insured as their interest may appear under this Agreement on the commercial general liability and commercial automobile liability policies

Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision to the effect of:

“Such insurance shall be primary as relates to LESSEE's operations and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and noncontributory in this respect.”

LESSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above upon execution of this Agreement. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LESSEE may be held responsible for payment of damages resulting from LESSEE's services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY's rights to insurance coverage hereunder.

Except for indemnification pursuant to Section 20, **INDEMNIFICATION**, and Section 23, **ENVIRONMENTAL IMPAIRMENT**, neither Party shall be liable to the other, or any of their respective agents, representatives, and employees, for any lost revenue, lost profits, loss of

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technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

The above insurance requirements are subject to periodic review by COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of COUNTY COUNSEL, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may also be exercised during any amendment of the Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits shall be made by written amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

22. **NONDISCRIMINATION:** LESSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara County Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

23. **ENVIRONMENTAL IMPAIRMENT:** LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property, Facility or Site due to LESSEE's use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, reasonable attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LESSEE's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, except to the extent caused by the negligence or willful misconduct of COUNTY.

24. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site, Property, or surrounding property unless specifically authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LESSEE, its agents, employees, or designees on or in the Facility, the Site, Property, or surrounding property during the term of this Agreement and shall comply

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with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

25. **COMPLIANCE WITH THE LAW:** COUNTY and LESSEE shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the Site, Facility, or Property now or hereafter in effect.

26. **NOTICES:** Any notice to be given to the Parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara
General Services Department
1105 Santa Barbara Street
Santa Barbara, CA 93101
Attn: Real Property Manager
(805) 568-3070
realproperty@countyofsb.org

LESSEE: DISH WIRELESS, L.L.C.
Attn: Lease Administration
5701 South Santa Fe Drive
Littleton, Colorado 80120
80120

or to the Parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery or refusal of delivery shall constitute the date of service. The telephone numbers included in this Section 27 are for reference only and a phone call does not constitute official notice when such notice is required by this Agreement.

27. **DEFAULT:** Default is defined as the failure of either Party to comply with the terms and conditions of this Agreement. Except as otherwise required herein, should either Party at any time be in Default, the nondefaulting Party shall give written notice to the defaulting Party specifying the particulars of such Default, and such defaulting Party shall promptly commence remedial action to cure such Default. Should such Default continue uncured for a period of thirty (30) calendar days from the date of such notice, this Agreement shall terminate at the option of the nondefaulting Party; provided, however, that should cure of such Default be possible, but would reasonably take more than thirty (30) calendar days to effect, the nondefaulting Party may elect to grant a reasonable extension of such time to cure, provided that the defaulting Party proceeds with all due speed to cure the Default.

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28. **REMEDIES:** In the event of a Default, either Party may exercise any right or remedy at law or in equity which such Party may have by reason of such Default, including, but not limited to, the following:

- A. The nondefaulting Party may waive the Default in accordance with Section 29, WAIVER, below.
- B. The nondefaulting Party may maintain this Agreement in full force and effect and recover whatever monetary loss (es) may have resulted from such Default.
- C. The nondefaulting Party may terminate the Agreement.

29. **WAIVER:** It is understood and agreed that any waiver, express or implied, of any Default shall neither waive, nor be construed to waive either subsequent enforcement of that or any other term of this Agreement or any subsequent Default.

30. **AMENDMENTS:** This Agreement may only be amended in writing duly executed by each of the Parties and such changes shall be binding upon the heirs or permitted successors of the Parties.

31. **TERMINATION:** This Agreement shall terminate and all rights of LESSEE shall cease and LESSEE shall quietly and peacefully deliver to COUNTY possession of and interest in the Site:

- A. Upon expiration or earlier termination of the Agreement as provided in Section 5, TERM or Section 28, REMEDIES; or
- B. As provided in Section 32, DESTRUCTION; or
- C. In the event LESSEE is found to be in material non-compliance with Exhibits "C", "D," "E," "F" or "G" of this Agreement, except as otherwise provided pursuant to the terms of this Agreement or by the mutual agreement of the Parties in writing duly executed by each of the Parties, and such non-compliance is not resolved pursuant to Section 27, DEFAULT; or
- D. As provided in Section 14, NONINTERFERENCE; or
- E. After making all reasonable and good faith efforts to obtain applicable certificates, permits and approvals, if any of LESSEE's applications for applicable certificates, permits and other approvals issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that LESSEE will no longer be able to use the Site for its intended purposes or the LESSEE reasonably and in good faith determines that the Site is no longer technologically feasible for its intended use. Such termination shall be effective upon written notice to COUNTY of such circumstances in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by COUNTY; provided, however, that LESSEE must provide COUNTY with 12 months prior' written notice of its intention to terminate this Agreement for technological reasons.

32. **DESTRUCTION:** If the Facility or the Site is partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY, shall terminate.

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33. **HOLDING OVER:** Should LESSEE occupy the Site after the Term, with the consent of the COUNTY, expressed or implied, such possession shall be construed to be a tenancy from month to month, and LESSEE shall pay COUNTY monthly for such tenancy in accordance with Section 8, RENT, and Section 9, COST OF LIVING ADJUSTMENT.

34. **AGENCY DISCLOSURE:** LESSEE acknowledges that the General Services Department of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction.

35. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and all claim to the Site, leaving it in good condition, except for ordinary wear and tear.

Subject to Section 12, TITLE TO FACILITY, LESSEE shall remove LESSEE's Owned Facilities within sixty (60) days prior to the date of such expiration or termination and LESSEE shall retain title to LESSEE's Owned Facilities. Alternatively, upon such expiration or termination, COUNTY may request in writing at least ninety (90) days prior to such expiration or termination the removal of the Facility, in whole or in part, and if COUNTY so requests, LESSEE shall remove or have said Facility (including LESSEE's Owned Facilities) or such lesser portions as COUNTY may request removed as soon as is practicable, at LESSEE'S sole cost. Such request for the removal of the Facility shall be made in writing at least ninety (90) days prior to such expiration or termination.

Upon completion of LESSEE's removal of its Facility, LESSEE shall obtain COUNTY's good-faith approval that said Facility has been removed and the Site restored to good condition. In order to ensure LESSEE's timely and adequate removal of its Facility under the terms of this Section 35, SURRENDER OF PREMISES, COUNTY may require through the Land Use Permit(s) attached hereto as Exhibit "E" that LESSEE post a performance bond which COUNTY may utilize to undertake the removal of LESSEE's Facility in the event LESSEE does not timely and adequately comply with the provisions of this Section 35.

36. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

37. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

38. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and LESSEE to its terms and conditions or to carry out duties contemplated herein.

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39. **PERMITTED PERSONNEL:** LESSEE shall be solely liable for all actions of its agents, employees, contractors, subcontractors, and any others it permits on the Property or Site, and shall be responsible for any and all damages resulting from their actions.

40. **FIRE DAMAGE:** LESSEE agrees to hold COUNTY harmless and indemnify COUNTY from any damage or injury to COUNTY, other persons or to property resulting from any fire caused by LESSEE, its agents, employees, or permittees, except to the extent such fire is caused by the acts or omissions of COUNTY.

41. **CONDEMNATION:** In the event the Property or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Site, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY's absolute discretion. LESSEE agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action in condemnation or eminent domain affecting any of LESSEE's installations at the Site.

LESSEE shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to LESSEE's interests.

In the event possession of the Site or partial possession of the Site is obtained by a public agency other agency empowered to take by eminent domain, in a manner which precludes LESSEE'S intended use, this Agreement shall terminate as of the effective date of possession and upon such termination, any obligation of LESSEE to pay rent shall cease with the payment of the prorated portion of rental obligations up to said termination date. Any prepaid rent shall be returned to LESSEE from the effective date of possession.

In the event of a partial taking, this Agreement may continue at COUNTY's option, however, rent hereunder may be reduced proportionately.

42. **BANKRUPTCY:** If LESSEE is adjudged bankrupt, this Agreement shall immediately terminate and the same shall not be treated as an asset of LESSEE after such adjudication, nor shall it pass to the control of any trustee or assignee of LESSEE by virtue of any process in bankruptcy or insolvency by execution or attachment.

43. **CONSTRUCTION:** The parties to this Agreement agree that each Party and its respective counsel have reviewed and approved this Agreement to the extent that each Party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the Parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any Party hereto.

44. **FACSIMILE SIGNATURES:** In the event that the Parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

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45. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

46. **ENTIRE AGREEMENT:** This Agreement, including all attachments hereto, reflects the entire agreement of the parties hereto with respect to the subject matter hereof, and the parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

[SIGNATURES ON FOLLOWING PAGES]

Project: Dish at Kellogg Open Space
APN: 069-350-031 (Portion)
Folio: 004028
Agent: JJS

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY (“Effective Date”).

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

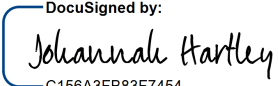
By: _____
Das Williams, Chair
Chair, Board of Supervisors

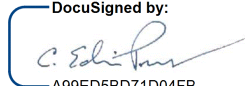
By: _____
Sheila De La Guerra
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL


APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, C.P.A.
AUDITOR-CONTROLLER

By: 
C156A3FB83F7454...
Johannah L. Hartley
Deputy County Counsel

By: 
A99ED5BD71D04FB...
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

APPROVED
REAL PROPERTY DIVISION

By: 
DC240AC1E64247D...
Greg Milligan
Risk Manager

By: 
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Kirk A. Lagerquist, Director
General Services Department

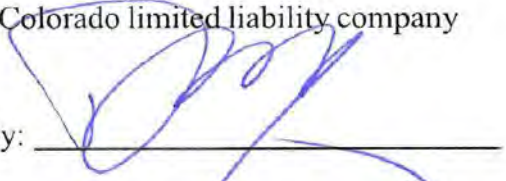
[LESSEE SIGNATURE ON FOLLOWING PAGE]

Project: Dish at Kellogg Open Space
APN: 069-350-031 (Portion)
Folio: 004028
Agent: JJS

[COUNTY SIGNATURES ON PRECEDING PAGE]

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY (“Effective Date”).

"LESSEE"
DISH WIRELESS, L.L.C.,
a Colorado limited liability company

By: 
Name: Dave Mayo
Title: Executive VP
DISH Wireless
Date: 7/19/2023

- ATTACHMENTS**
Exhibit A – Property Map
Exhibit B – Site
Exhibit C – Access Path to Site
Exhibit D – Equipment and Antenna Specifications
Exhibit E – Land Use Permits
Exhibit F – Building Permits (*inserted upon issuance*)
Exhibit G – Construction Schedule (*inserted upon issuance*)

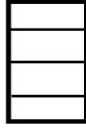
069-35

“PROPERTY”
Exhibit “A”



1" = 100'
scale ±

PROPERTY
(APN 069-350-031)



NOTICE
Assessor Parcels are for tax assessment
purposes only and do not indicate either
parcel legality or a valid building site.

Assessor's Map Bk, 069-Pg, 35
County of Santa Barbara, Calif.

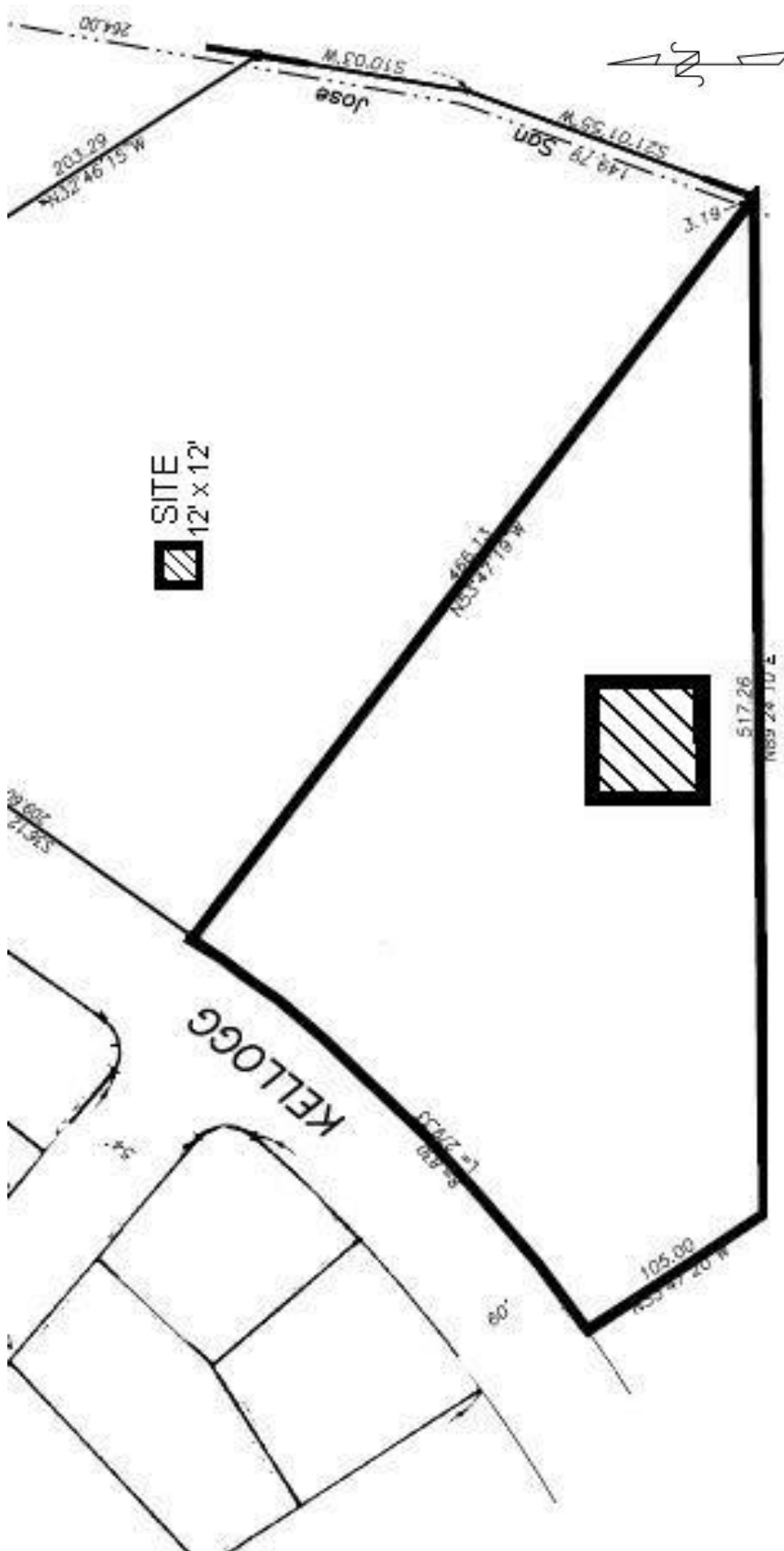
11/14
30 into 32, 100-59
100-06 into 33, 100-58



POR. RANCHO LA GOLETA

02/19/1963 R.M. Bk. 70 , Pg. 58-65 , Tract 10,245 Unit 1

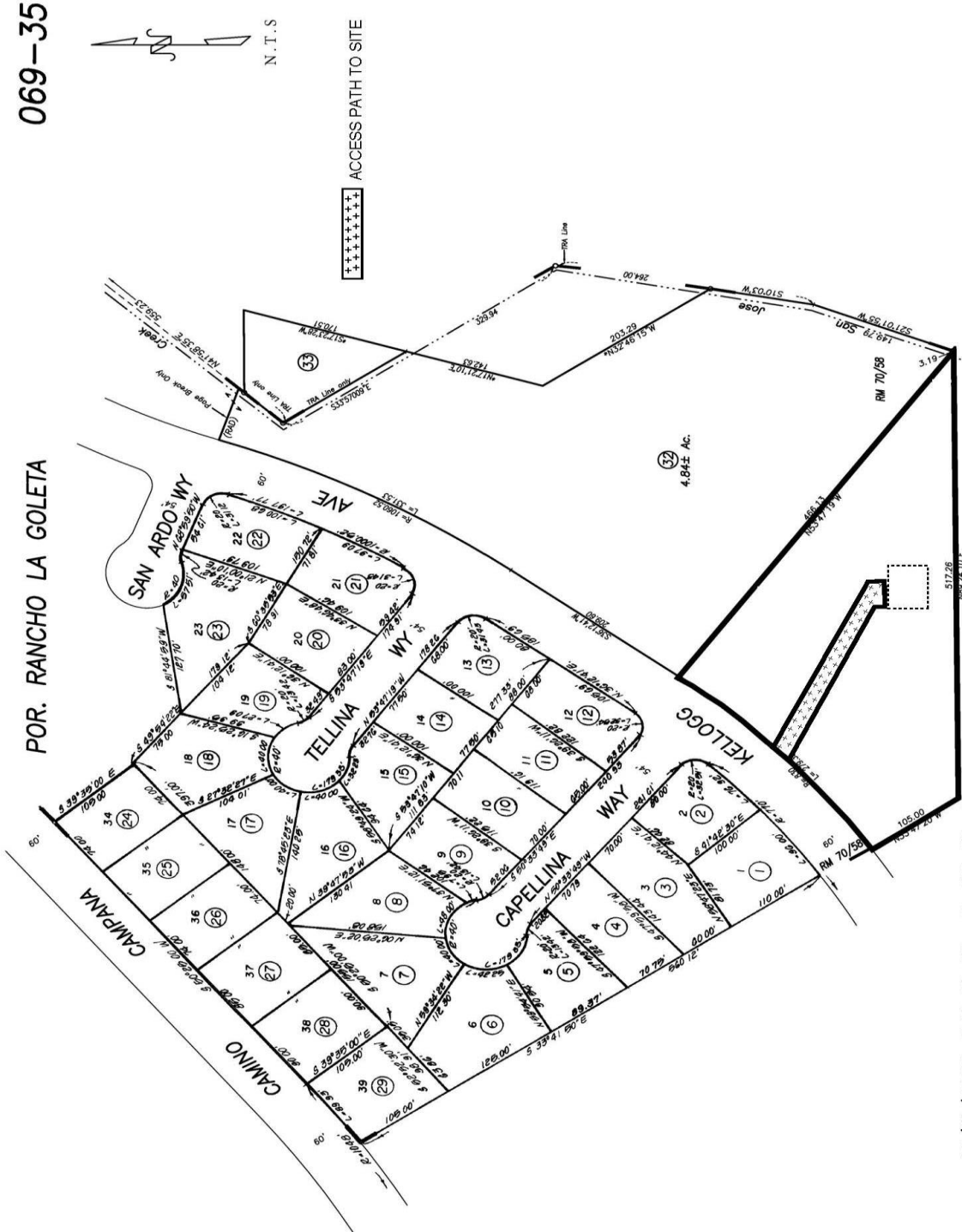
“SITE”
Exhibit “B”



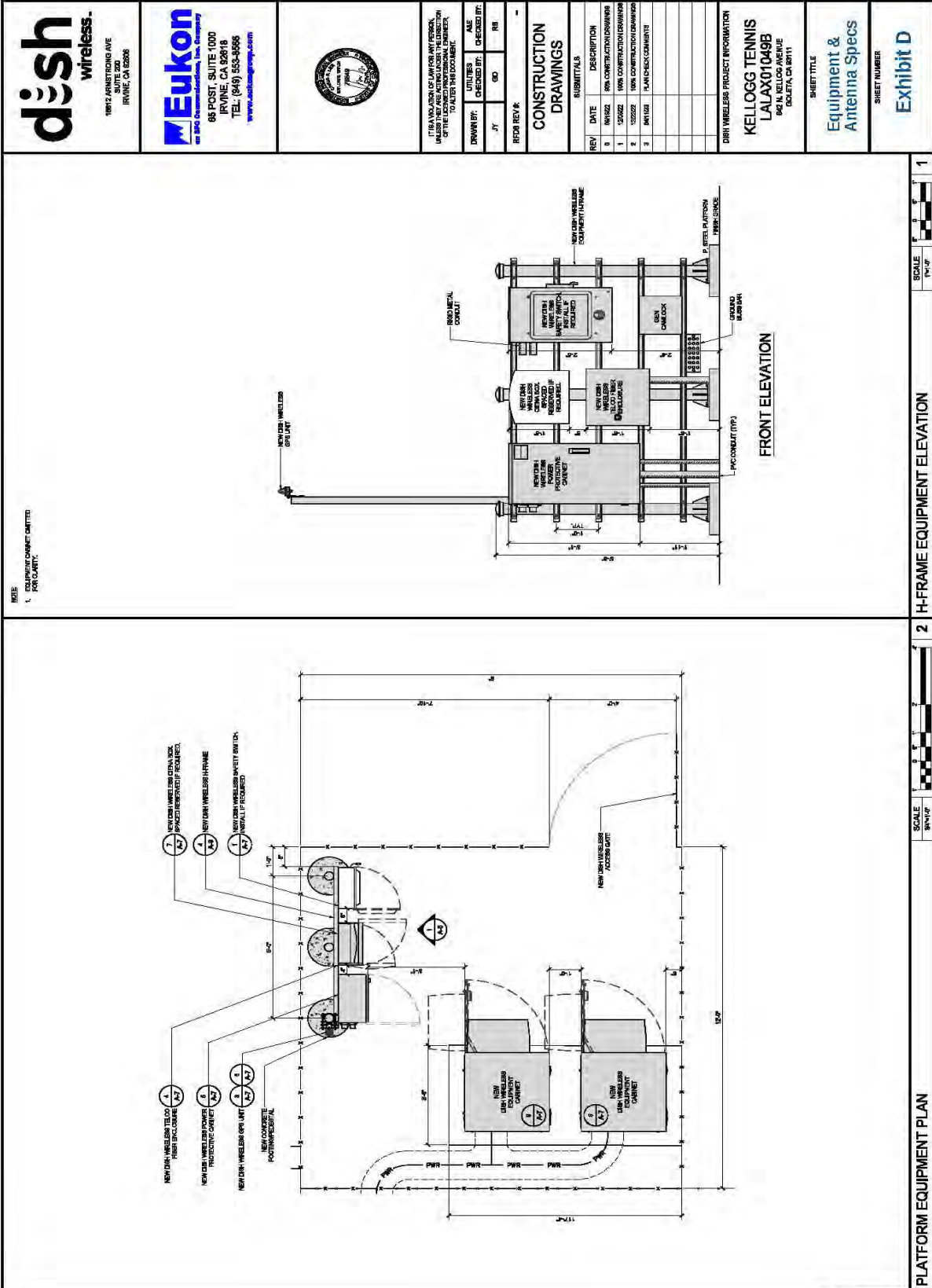
ACCESS PATH TO SITE

Exhibit "C"

069-35



- CONT -
Exhibit "D"



18612 ARMSTRONG AVE
SUITE 200
IRVINE, CA 92614



615 POST SUITE 1000
IRVINE, CA 92618
TEL: (949) 533-8955
www.eukon.com



IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE REGISTERED PROFESSIONAL ENGINEER.

DOWN BY:	JT	GO	RE
UTILITIES	AE	CREATED BY:	AE

CONSTRUCTION DRAWINGS

REV	DATE	DESCRIPTION
0	04/22/22	004 CONSTRUCTION DRAWING
1	12/02/22	1004 CONSTRUCTION DRAWING
2	12/02/22	1004 CONSTRUCTION DRAWING
3	04/11/23	14-1 CHECK COMMENTS

DISH WIRELESS PROJECT INFORMATION
KELLOGG TENNIS
LALAX01049B
 18612 ARMSTRONG AVE
 IRVINE, CA 92614

SHEET TITLE
Equipment & Antenna Specs

SHEET NUMBER
Exhibit D

LAND USE PERMITS
Exhibit "E"

DISH WIRELESS @ N. KELLOGG (TIER 2C)
22DVP-00000-00022
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Exhibit E - Land Use Permit

ATTACHMENT B: CONDITIONS OF APPROVAL

Project Description

1. **Proj Des-01 Project Description:** This Development Plan is based upon and limited to compliance with the project description and all conditions of approval set forth below, including mitigation measures and specified plans and agreements included by reference, as well as all applicable County rules and regulations. The project description is as follows:

The proposed project is for a Development Plan for a Tier 2(c) commercial telecommunications facility. The facility will be collocated on an existing monopole with a maximum height of 60 feet 5 inches. The proposed equipment will consist of six, 6-foot panel antennas mounted at a maximum height of 46 feet, twelve remote radio units, one surge suppressor, one hybrid cable, two equipment cabinets, one H-frame with PPC and Telco cabinet, one GPS antenna, a new 200A 120/240V electrical meter, and one emergency generator camlock. A new 12-foot by 12-foot, fenced cabinet enclosure is proposed adjacent to an existing enclosure to contain the proposed cabinets. No grading is proposed. No trees are proposed for removal. Access to the project is provided off of North Kellogg Avenue. The property is a 2.02-acre parcel zoned REC and shown as Assessor's Parcel Number 069-350-031, located at 642 North Kellogg Avenue in the Eastern Goleta Valley Community Plan area, Second Supervisorial District.

Any deviations from the project description or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

2. **Proj Des-02 Project Conformity:** The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of the structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and conditions of approval thereto. All plans (such as Landscape and Tree Protection Plans) must be submitted for review and approval and shall be implemented as approved by the County.

Conditions By Issue Area

3. **Noise-02 Construction Hours:** The Owner /Applicant, including all contractors and subcontractors shall limit construction activity, including equipment maintenance and site preparation, to the hours between 8:00 a.m. and 5:00 p.m. Monday through Friday.
No construction shall occur on weekends or State holidays. Non-noise generating interior construction activities such as plumbing, electrical, drywall and painting

– CONT –
Exhibit “E”

DISH WIRELESS @ N. KELLOGG (TIER 2C)

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(which does not include the use of compressors, tile saws, or other noise-generating equipment) are not subject to these restrictions.

Any subsequent amendment to the Comprehensive General Plan, applicable Community or Specific Plan, or Zoning Code noise standard upon which these construction hours are based shall supersede the hours stated herein.

PLAN REQUIREMENTS: The Owner/Applicant shall provide and post a sign stating these restrictions at all construction site entries.

TIMING: Signs shall be posted prior to commencement of construction and maintained throughout construction.

MONITORING: The Owner/Applicant shall demonstrate that required signs are posted prior to grading/building permit issuance. Permit Compliance Staff and building inspectors shall spot check and respond to complaints.

Project Specific Conditions

- 4. Tel-03 Colors and Painting:** All exposed equipment and facilities (i.e., antennas, support structure, equipment cabinets, etc.) shall be finished in non-reflective materials (including painted surfaces) and shall be painted to match the existing surrounds.

PLAN REQUIREMENTS: Color specifications shall be identified on final zoning plans submitted by the Permittee to the County prior to issuance of Zoning Clearance, as well as on final building plans.

MONITORING: Compliance monitoring staff shall conduct an inspection prior to Final Building Inspection Clearance.

- 5. Tel-05 Exterior Lighting:** The antenna support structure shall not be lighted. The leased premises shall likewise be unlit except for a manually operated light which limits lighting to the area of the equipment in the immediate vicinity of the antenna support structure. The light fixture shall be fully shielded, full cut off and downcast so as to avoid spillage onto adjacent areas and shall be kept off except when maintenance personnel are actually present at night.

PLAN REQUIREMENTS: The Permittee shall restate the lighting limitations on the construction plans. Plans for exterior lighting, if any are provided, shall be submitted to the County for review and approval.

TIMING: This condition shall be satisfied prior to issuance of Zoning Clearance.

MONITORING: Compliance monitoring staff shall conduct an inspection prior to Final Building Inspection Clearance.

- 6. Tel-08 FCC Compliance:** The facility shall be operated in strict conformance with: (i) all rules, regulations, standards and guidance published by the Federal Communications Commission (“FCC”), including but not limited to, safety signage, Maximum Permissible Exposure (“MPE”) Limits, and any other similar requirements to ensure public protection or (ii) all other legally binding, more restrictive standards subsequently adopted by federal agencies having jurisdiction. Compliance shall be governed by the following:

1. Permittee shall hire a qualified professional acceptable to the County (wholly independent of Permittee), to perform radio frequency (“RF”) field test that

– CONT –
Exhibit “E”

DISH WIRELESS @ N. KELLOGG (TIER 2C)

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measures actual RF electromagnetic exposure at the site. This RF field-testing shall measure all ambient sources of RF energy at the site & report the cumulative RF exposure, including contributions from the site together with other sources of RF energy in the environment as a whole. Measurements shall be made by the responsible professional who will author the report to the County. Report of the results and the author's/professional's findings with respect to compliance with federally established MPE standards shall be submitted to the County w/in 30 days of Final Building Clearance. Permittee shall pay for the cost of the field measurements and preparing the report. The facility shall cease & desist commercial operations until it complies with, or has been modified to comply with, applicable RF standards.

2. Every 5 years, Permittee shall hire a qualified professional acceptable to the County to perform RF field testing to evaluate compliance with current federally established MPE standards. In the event the adopted RF standards change, Permittee shall submit a report with calculations of the maximum potential public RF exposure from the Project with respect to the revised RF public exposure standards, w/in 90 days of the date the change becomes effective. If calculated levels exceed 80% of the applicable RF standards, Permittee shall notify the County and submit a MPE compliance verification report with the results from current RF field-testing at the site. Permittee shall pay for the cost of preparing the reports. For joint-carrier sites, cumulative reporting may be delegated to one carrier upon the agreement of all carriers at the site. Procedures, penalties & remedies for non-compliance with these reporting requirements shall be governed by the provisions of the Telecom Ordinance & FCC regulations.

3. Prior to the addition/replacement of equipment which has the potential to increase RF emissions at any public location beyond that estimated in the initial application and is w/in the scope of the project description, Permittee shall submit a report providing the calculation of predicted maximum effective radiated power including the new equipment as well as the maximum cumulative potential public RF exposure expressed as a percentage of the public MPE limit attributable to the site as a whole. Once the new equipment has been installed, Permittee shall perform Initial Verification as stated in “1” above.

PLAN REQUIREMENTS: All building plans shall include provisions for MPE compliance.

TIMING: Initial verification of compliance with RF public MPE standards shall be accomplished no later than 30 days following Final Building Clearance. Continued verification of compliance with MPE requirements shall be accomplished by RF field test reports submitted every 5 years following initial verification.

MONITORING: P&D staff shall review all RF field test reports and estimated maximum cumulative RF exposure reports providing calculations of predicted compliance with the public MPE standard. P&D staff shall monitor changes in RF standards, as well as equipment modifications, additions & RF exposures at the site as reported by the Owner/Applicant that might trigger the requirement for field-testing at intervening times between regular test periods.

– CONT –
Exhibit “E”

DISH WIRELESS @ N. KELLOGG (TIER 2C)

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7. **Tel-09 Project Review:** Five years after issuance of the Zoning Clearance for the project and no more frequently than every five years thereafter, the Director of P&D may undertake inspection of the project and require the Permittee to modify its facilities subject to the following parameters:

1. **Modification Criteria.** Modifications may be required if, at the time of inspection it is determined that: (i) the Project fails to achieve the intended purposes of the development standards listed in the Telecommunications Ordinance for reasons attributable to design or changes in environmental setting; or (ii) more effective means of ensuring aesthetic compatibility with surrounding uses become available as a result of subsequent technological advances or changes in circumstance from the time the Project was initially approved.

2. **Modification Limits.** The Director’s decision shall take into account the availability of new technology, capacity and coverage requirements of the Permittee, and new facilities installed in the vicinity of the site. The scope of modification, if required, may include, but not be limited to a reduction in antenna size and height, collocation at an alternate permitted site, and similar site and architectural design changes. However, the Permittee shall not be required to undertake changes that exceed ten percent (10%) of the total cost of facility construction. The decision of the Director as to modifications required herein shall be deemed final unless appealed in compliance with the provisions of the County Code.

PLAN REQUIREMENTS: The Permittee shall restate the provisions for emissions compliance on all building plans.

TIMING: Building permit valuation data shall be used for the purpose establishing the estimated cost of installing the facility. At the time of subsequent inspection and upon reasonable notice, the Permittee shall furnish supplemental documentation as necessary to evaluate new technology, capacity and coverage requirements of the Permittee.

MONITORING: In the event of violation, the permit shall be referred to Zoning Enforcement for abatement.

8. **Tel-10 Collocation:** The Permittee shall avail its facility and site to other telecommunication carriers and, in good faith, accommodate all reasonable requests for collocation in the future subject to the following parameters: (i) the party seeking the collocation shall be responsible for all facility modifications, environmental review, Mitigation Measures, associated costs and permit processing; (ii) the Permittee shall not be required to compromise the operational effectiveness of its facility or place its prior approval at risk; (iii) the Permittee shall make its facilities and site available for collocation on a non discriminatory and equitable cost basis; and (iv) the County retains the right to verify that the use of the Permittee’s facilities and site conforms to County policies.

9. **Tel-11 Transfer of Ownership:** In the event that the Permittee sells or transfers its interest in the telecommunications facility, the Permittee and/or succeeding carrier shall assume all responsibilities concerning the Project and shall be held responsible by the County for maintaining consistency with all conditions of

- CONT -
Exhibit "E"

DISH WIRELESS @ N. KELLOGG (TIER 2C)

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approval. The succeeding carrier shall immediately notify the County and provide accurate contact and billing information to the County for remaining compliance work for the life of the facility.

PLAN REQUIREMENTS: The Permittee shall notify the County of changes in ownership to any or all of the telecommunications facility.

TIMING: Notification of changes in facility ownership shall be given by the Permittee and/or succeeding carrier to the County within 30 days of such change.

- 10. Tel-12 Site Identification:** The Permittee shall clearly identify each piece of equipment installed at a site with the Permittee's name and site number to distinguish from other telecommunication carriers' equipment, including but not limited to: antennas, microwave dishes, equipment shelters, support poles, and cabinetry. The Permittee shall be responsible for clearly marking with permanent paint, tags, or other suitable identification all facility equipment belonging to the Permittee as stated on the site plans.

TIMING: This condition shall be satisfied prior to Final Building Inspection Clearance.

MONITORING: P&D permit processing planner shall check plans prior to Zoning Clearance issuance.

- 11. Tel-13 Facility Maintenance:** The facility shall be maintained in a state of good condition at all times. This includes, but is not limited to: painting; landscaping; site identification; equipment repair; and keeping the facility clear of debris, trash, and graffiti.

County Rules and Regulations

- 12. Rules-01 Effective Date-Not Appealable to CCC:** This Development Plan shall become effective upon the date of the expiration of the applicable appeal period provided an appeal has not been filed. If an appeal has been filed, the planning permit shall not be deemed effective until final action by the final review authority on the appeal. No entitlement for the use or development shall be granted before the effective date of the planning permit. [LUDC §35.82.020].

- 13. Rules-03 Additional Permits Required:** The use and/or construction of any structures or improvements authorized by this approval shall not commence until the all necessary planning and building permits are obtained.

- 14. Rules-05 Acceptance of Conditions:** The Owner/Applicant's acceptance of this permit and/or commencement of use, construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the Owner/Applicant.

- 15. Rules-14 Final DVP Expiration:** Final Development Plans shall expire five years after the effective date unless substantial physical construction has been completed on the development or unless a time extension is approved in compliance with County rules and regulations.

- 16. Rules-18 CUP and DVP Revisions:** The approval by the Director of a revised

- CONT -
Exhibit "E"

DISH WIRELESS @ N. KELLOGG (TIER 2C)

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Development Plan shall automatically supersede any previously approved Development Plan upon the effective date of the revised permit.

17. **Rules-20 Revisions to Related Plans:** The Owner/Applicant shall request a revision for any proposed changes to approved plans. Substantial conformity shall be determined by the Director of P&D.
18. **Rules-23 Processing Fees Required:** Prior to issuance of Zoning Clearance, the Owner/Applicant shall pay all applicable P&D permit processing fees in full as required by County ordinances and resolutions.
19. **Rules-30 Plans Requirements:** The Owner/Applicant shall ensure all applicable final conditions of approval are printed in their entirety on applicable pages of grading/construction or building plans submitted to P&D or Building and Safety Division. These shall be graphically illustrated where feasible.
20. **Rules-31 Mitigation Monitoring Required:** The Owner/Applicant shall ensure that the project complies with all approved plans and all project conditions including those which must be monitored after the project is built and occupied. To accomplish this, the Owner/Applicant shall:
 - a. Contact P&D compliance staff as soon as possible after project approval to provide the name and phone number of the future contact person for the project and give estimated dates for future project activities;
 - b. Sign a separate Agreement to Pay for compliance monitoring costs and remit a security deposit prior to issuance of Zoning Clearance as authorized by ordinance and fee schedules. Compliance monitoring costs will be invoiced monthly and may include costs for P&D to hire and manage outside consultants when deemed necessary by P&D staff (e.g. non-compliance situations, special monitoring needed for sensitive areas including but not limited to biologists, archaeologists) to assess damage and/or ensure compliance. In such cases, the Owner/Applicant shall comply with P&D recommendations to bring the project into compliance. The decision of the Director of P&D shall be final in the event of a dispute. Monthly invoices shall be paid by the due date noted on the invoice;
 - c. Note the following on each page of grading and building plans "This project is subject to Condition Compliance Monitoring and Reporting. All aspects of project construction shall adhere to the approved plans, notes, and conditions of approval";
 - d. Contact P&D compliance staff at least two weeks prior to commencement of construction activities to schedule an on-site pre-construction meeting to be led by P&D Compliance Monitoring staff and attended by all parties deemed necessary by P&D, including the permit issuing planner, grading and/or building inspectors, other agency staff, and key construction personnel: contractors, sub-contractors and contracted monitors among others.
21. **Rules-33 Indemnity and Separation:** The Owner/Applicant shall defend, indemnify and hold harmless the County or its agents or officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval of this project.

– CONT –
Exhibit “E”

DISH WIRELESS @ N. KELLOGG (TIER 2C)

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- 22. Rules-37 Time Extensions-All Projects:** The Owner / Applicant may request a time extension prior to the expiration of the permit or entitlement for development. The review authority with jurisdiction over the project may, upon good cause shown, grant a time extension in compliance with County rules and regulations, which include reflecting changed circumstances and ensuring compliance with CEQA. If the Owner / Applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts.

BUILDING PERMITS
Exhibit "F"

(inserted upon issuance)

CONSTRUCTION SCHEDULE
Exhibit G

(inserted upon issuance)