

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "License") has been executed this 20th day of August, 2024 (the "Commencement Date"), between COX COMMUNICATIONS CALIFORNIA, LLC d/b/a Cox Communications, a limited liability company organized and existing under the laws of the State of Delaware, with its principal office located at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (hereinafter called "Licensor") COUNTY OF SANTA BARBARA, a political subdivision, and SANTA BARBARA COUNTY SEARCH AND RESCUE, INC., a nonprofit corporation organized and existing under the laws of the State of California, having its principal address at 66 S Antonio Road, Santa Barbara, California 93110 (hereinafter called "Licensee"). The Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, Licensor is the owner of a certain Tower or has an appropriate interest therein, located on the Santa Ynez Mountain Range, Lat 34-29-40.1 Long 119-42-44.9 (the "Property"), sometimes referred to as the La Cumbre Peak site.

**WHEREAS**, Licensee uses space on the Tower or the Tower Site Premises (defined below) for the purpose of conducting general telecommunication activity.

**NOW, THEREFORE**, the Parties, intending to be legally bound hereby and in consideration of the terms, provisions and covenants herein contained, do agree as follows:

1. Definitions.

a. "Licensor" means COX COMMUNICATIONS CALIFORNIA, LLC d/b/a Cox Communications, a limited liability company organized and existing under the laws of the State of Delaware;

b. "License" means this License Agreement, as originally executed or as it may from time to time be modified or amended in writing;

c. "Licensee" means COUNTY OF SANTA BARBARA, a political subdivision, and SANTA BARBARA COUNTY SEARCH AND RESCUE, INC., a nonprofit corporation organized and existing under the laws of the State of California.

d. "Tower Site Premises" means that certain real property, owned or leased by Licensor, on which are located the Tower, guy anchors and the Transmission Building as more specifically detailed in Exhibit "B" attached hereto and made a part hereof;

e. "Equipment" means the equipment and any equipment shelter belonging to Licensee and previously installed on the Tower, as more specifically detailed in Exhibit "B" attached hereto and made a part hereof, in which Licensee has an ownership interest;

f. "Interference with a Broadcasting Activity" means (i) a condition existing which constitutes "interference" within the meaning of the provisions of the recommended practices of the Electronics Industry Association ("EIA") as well as the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (ii) there exists a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of Licensor or any licensee

on a Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Licensee's commencement of or alteration to their operations from the Tower;

g. "Tower" means a transmission tower located on the Property, as more particularly shown on Exhibit "B" attached hereto and made a part hereof.

2. Use of Tower and Ground Space.

a. Rights. Subject to the provisions of this License, Licensor grants Licensee the exclusive right to use Equipment previously installed on the Tower, subject to the limiting condition set forth below. This exclusive right shall be limited to such certain, actual space on the Tower and that certain, actual ground space described above. The portion of the Property licensed to Licensee, including any rights-of-way, is referred to hereinafter as the "Premises."

b. Limitation. As a condition to the grant of this License, Licensor reserves the right to move Licensee's Equipment to comparable space on the Tower or at the tower Site Premises at Licensee's expense. Should Licensee determine that such proposed space is not, in its reasonable opinion, comparable for technical reasons, the Licensee may elect to terminate this License on sixty (60) days written notice.

3. Compliance.

a. Equipment. Licensee agrees that all of the Equipment that has been installed upon the Tower and the Tower Site Premises will be in exact accordance with that specified in Exhibit "B" attached hereto and incorporated by reference. Any deviation from the aforementioned shall be corrected by Licensee within fifteen (15) days after receipt of written notice to comply with this Agreement.

b. Directions and Requirements. Licensee agrees to comply with the reasonable directions and requirements such as published rules and regulations, which Licensor, in its discretion, may from time to time establish in connection with the Tower Site Premises and the operations of Licensee on the Tower Site Premises, provided that such directions and requirements do not unreasonably interfere with Licensee's ordinary course of business or operations. Licensor will provide Licensee with printed copies of such directions and requirements, which shall apply equally to all licensees, and with at least thirty (30) days prior written notice of such directions and requirements.

c. Inspection Rights. Licensor reserves the right to perform an audit and review with Licensee and Licensee shall fully cooperate with any such reasonable request by Licensor and shall respond to and address any reasonable concern of Licensor as a result of such audit. Licensor shall provide Licensee with not less than twenty-four (24) hours prior notice of any planned audit consisting of a physical inspection of the Equipment and Licensee shall be permitted to accompany Licensor during any such inspection. Licensor also reserves the right to require an audit of Licensee's RF radiation at Licensee's sole cost and expense or Licensee's participation in any audit or survey of RF radiation relating to the Tower, Tower Site or Tower Premises, the cost of such participation to be borne by Licensee based on the number of Licensee's antennas relative to the total number of antennas on the tower at the time of the participation.

d. Costs. Any costs associated with the Equipment shall be performed at Licensee's sole cost and expense (including to any structural analysis, geotechnical analysis). The Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or approvals that may be necessary to

comply with the requirements of this License; provided, however, Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may, in its sole discretion and if available, make available to Licensee information which it may periodically collect from all users of the Tower which may be useful to Licensee with regard to Licensee's tower activities.

4. Access. Licensee agrees that only authorized engineers, employees or properly authorized contractors, subcontractors and agents of Licensee whose names and contact information shall be submitted in advance to Licensor will be permitted to enter the Tower Site Premises, and such access shall be granted in Licensor's sole discretion. To further facilitate security and safety procedures, Licensee will keep current its list of authorized personnel and provide such list to Licensor. Licensee understands that its authorized technicians will observe all reasonable security and safety procedures now in effect by Licensor. Licensor reserves the right to make reasonable changes to the security and safety procedures from time to time, provided that such changes do not conflict with any express terms of this License; or adversely and materially increase Licensee's financial obligations under this License. Further, Licensor will provide Licensee with printed copies of the security and safety procedures now in effect and any future revisions or amendments thereto to ensure compliance with the same.

5. Interference. Licensee shall conduct its activity in accordance with all Federal Communications Commission (FCC) regulations, and sound engineering practices, and shall cooperate to the fullest extent with other licensees and Licensor, so as to anticipate and prevent any Interference with a Broadcasting Activity of Licensor and any and all licensees. In the event that Licensor, in its reasonable discretion, determines that the use of Licensee's equipment results in Interference with a Broadcasting Activity, Licensor shall notify Licensee in writing or by means of electronically transmitted notice, and Licensee shall take all steps necessary to correct and eliminate the interference within forty-eight (48) hours. To the extent Licensee is unable to cure the interference within this timeframe, Licensee shall voluntarily power down the equipment causing the interference except for intermittent testing until such time as the interference is remedied. If after thirty (30) days, Licensee is unable to cure the interference despite its good faith efforts, it will remove the equipment which caused the interference, or at its option, terminate this License.

6. Replacement of Existing Equipment. Licensee agrees that all of the Equipment installed upon the Premises, and the precise location thereof, is or will be in exact accordance with that specified within Exhibit B. Any deviation from the aforementioned shall be corrected by Licensee within fifteen (15) days after receipt of notice to comply with Agreement. Failure to strictly comply with this section shall constitute a material breach of this Agreement. Subject to the other limitation contained herein, Licensee may replace its existing Equipment at any time, on timely prior written notice to and approval of Licensor, with identical or substantially identical equipment. Prior to the commencement of any work such as installing new equipment approved by Licensor or upgrading and or replacing existing equipment on the tower Licensee shall at its sole expense perform or have performed by competent expert, an appropriate tower structural analysis and furnish in writing to Licensor a copy of the analysis and results.

7. Compliance with the Law and Maintenance of Tower & Building. Licensee shall comply with all applicable local, state and federal laws, rules and regulations in connection with the use and operation of the Equipment and Licensee's use of the Equipment and Tower Site Premises. Licensor agrees to keep the Tower Site Premises in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the Licensee regarding any compliance required of the Licensee in respect to its use of the leased portion of the Tower Site Premises. Licensor will maintain the Tower Site Premises, excluding Licensee's leased portion, in good condition, reasonable wear and tear excepted. It is understood and agreed that Licensee's ability to use the leased portion of the Tower Site Premises is

contingent upon its obtaining after the execution date of this License all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. Licensor shall reasonably cooperate with Licensee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Tower Site Premises with respect to the proposed use by Licensee. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that Licensee will be unable to use the Tower Site Premises for its intended purposes, or Licensee determines, in its reasonable discretion, that the Tower Site Premises is no longer technically compatible for its intended use, Licensee shall have the right to terminate this License, provided reasonable technical data that support Licensee's determination is provided and deemed reasonably acceptable to Licensor on Licensor's request. Notice of the Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested. All fees paid to said termination date shall be retained by the Licensor. Upon such termination, this License shall become null and void and Licensor and Licensee shall have no further obligations, including the payment of money, to each other, except as required in this [Section 8 and in Section 21] of this Agreement regarding indemnity and environmental compliance.

8. Term; Extensions; Annual Termination.

a. Term. This License shall commence on the Commencement Date and shall continue for sixty (60) months unless sooner terminated or extended as set forth herein (the "Term"). The parties agree that Licensor shall not charge a rental fee associated with Licensee's use of the Tower. Notwithstanding the foregoing or anything herein to the contrary, Licensor may elect to terminate this license at any time during the Term by delivery of written notice to Licensee at least thirty (30) days prior to the date of such termination.

b. Extensions. The Parties acknowledge that the Tower Site Premises are subject to an underlying ground lease ("Ground Lease") with the US Forest Service. In the event that the Ground Lease terminates for any reason, then this License shall automatically terminate, and Licensor and Licensee shall be released of all obligations and liabilities hereunder excepting those obligations or liabilities arising or accruing prior to the date of such termination. This License will be renewed automatically for two (2) successive periods of five (5) years each after the initial term, unless Licensee terminates it at the end of the then current term by giving Licensor written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Subject to the terms of Section 15(b) below, in the event Licensee holds over after the termination or expiration of the License, Licensee shall become a Licensee from month to month. Any holding over by Licensee without the written consent of Licensor shall be deemed to be a tenancy at sufferance or at will.

c. Annual Termination. Notwithstanding anything to the contrary contained herein, and provided Licensee is not in default hereunder and shall have paid all fees and sums due and payable to the Licensor by Licensee, Licensee shall, during any renewal term, have the right to terminate this License upon each annual anniversary of the Commencement Date, provided that three (3) months prior written notice and the payment of a termination fee is made in the amount of six (6) months of the then-current monthly license fee.

9. Insurance.

a. The Parties hereby waive and release any and all direct rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to

property, resulting from any fire, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply only as to direct claims between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation, but not as to any claim or claims for indemnification arising out of any claim asserted by a third party.

b. Licensor and Licensee agree to take out and keep in force during the Term (or extended Term) hereof, at each Party's expense, comprehensive general liability and property damage insurance relating to this License Agreement. The liability under such insurance is to be no less than \$3,000,000 combined single limit coverage for bodily injury and property damage per occurrence AND LICENSEE'S INSURANCE SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY INSURANCE MAINTAINED BY LICENSOR FOR CLAIMS ARISING OUT OF LICENSEE'S EQUIPMENT AND OPERATIONS AT THE TOWER SITE AS IT RESPECTS LICENSEE'S ACTIVITIES. Licensee shall name Licensor as an additional insured. Coverage shall include, but not necessarily be limited to installation, repair, maintenance, operation and removal of Licensee's Equipment. Licensor and Licensee shall procure and maintain, and/or shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Tower Site Premises, worker's compensation and employers liability insurance with a responsible insurance company rated at least A- by A.M. Best, providing for the payment of compensation in accordance with the laws of the state where the Property is located and with a limit of at least \$1,000,000 per occurrence for employers liability coverage. The worker's compensation coverage shall include a mutual waiver of subrogation in favor of the respective Parties. Licensee shall, prior to commencement of any installation and/or maintenance under this License, and thereafter so long as this License shall remain in force, provide Licensor with current certificates of insurance evidencing that such insurance shall not be canceled without first giving at least thirty (30) days written notice to Licensor. Licensee shall deliver to Licensor current certificates of insurance for such policies prior to the Commencement Date. Failure by Licensee to provide certificates of insurance to Licensor does not constitute a waiver by Licensor of these insurance requirements. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations under Section 21.

c. Licensee will avoid any action that may cause damage to any part of the Tower Site Premises (which include, without limitation, the Tower and the Transmission Building) or equipment owned by Licensor's other licensees or authorized occupants of the Premises or Tower. Licensor shall not be responsible for any damages caused by Acts of God or any other acts beyond the control of Licensor, its agents, employees, contractors, invitees, guests or other representatives.

10. Condemnation; Casualty.

a. Any condemnation of any parts of the Tower Site Premises not preventing enjoyment of Licensee's rights hereunder shall have no effect on this License. If such enjoyment is partially and adversely affected, there will be an equitable adjustment of the Fee, and in any case, Licensor shall collect the entire award, and to the extent of the award shall carry out any physical restoration of the balance of the Tower Site Premises required for continued exercise of Licensee's rights under this License. If such condemnation prevents enjoyment of Licensee's rights, this License shall be terminated and the Parties shall be free to make and prosecute claims against the condemning authority for their respective damages. Notwithstanding anything in this License to the contrary, Licensee acknowledges and understands that Licensee has no real property interest as a result of this License and that this License constitutes a mere license entitling Licensee to the rights and privileges set forth herein as contractual interests of a personal property nature.

b. In the event of damage by fire or other casualty to Licensee's leased portion of the Tower Site Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Tower Site Premises is damaged by fire or other casualty so that such damage may reasonably be expected to substantially disrupt Licensee's operations at the leased portion of the Tower Site Premises for more than forty-five (45) days, then Licensee may at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the leased portion of the Tower Site Premises, terminate this License upon fifteen (15) days written notice to Licensor. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License.

11. Sales and Assignments (Licensor). If Licensor shall sell or otherwise dispose of the Tower Site Premises, the Tower and/or the Transmission Building, Licensor shall thereafter be automatically freed and relieved of all liability on the part of the Licensor contained in this License thereafter to be performed, provided that upon such conveyance the grantee shall expressly assume, subject to the limitations of this [Paragraph 13], all the covenants, agreements and conditions in this License contained, to be performed on the part of the Licensor, it being intended that the covenants and agreements contained in this License on the part of Licensor shall, subject to the aforesaid and be binding on Licensor, its successors and assigns, only during and with respect to their respective successive periods of ownership, including all obligations of a continuing nature. The foregoing notwithstanding, any sale by the Licensor of the portion of the Tower Site Premises underlying the right-of-way herein granted shall be under and subject to the right of the Licensee in and to such right-of-way. Further, any sale of all or any portion of the Tower Site Premises shall be subject to this License.

12. Sales and Assignments (Licensee). This License may be sold, assigned or transferred by the Licensee without any approval or consent of the Licensor to the Licensee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Tower Site Premises is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the Licensee in the market defined by the Federal Communications Commission in which the Tower Site Premises is located. As to other parties, this License may not be sold, assigned or transferred without written consent from Licensor to Licensee.

13. Sub-License Rights. This License may not be sub-licensed by Licensee to any entities during the Term of the License.

14. RF Radiation and Safety. Licensee shall be responsible for compliance with all applicable FCC rules and regulations pertaining to RF Radiation and Safety, including applicable standards as may now or in the future be established by the American National Standards Institute (ANSI) and adopted by the Federal Communications Commission (FCC) and any other federal government agency which now or in the future may regulate Licensee's activities or such matters. Licensee agrees that it will execute the RF Radiation and Safety Agreement in the form attached hereto as Exhibit C. The foregoing shall in no event be deemed to limit Licensee's obligations under Section 21 of this Agreement. Licensor also reserves the right to require an audit of Licensee's RF radiation at Licensee's sole cost and expense or Licensee's participation in any audit or survey of RF radiation relating to the Tower, Tower Site or Tower Premises, the cost of such participation to be borne by Licensee based on the number of Licensee's antennas relative to the total number of antennas on the tower at the time of the participation.

15. Acts of God and Failure of Service.

a. Licensor shall incur no liability to Licensee for failure to furnish space, as provided herein, or the rendition of any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal and/or other governmental authorities, unavoidable delay or other causes beyond Licensor's direct control, involving the partial or total destruction of real property, the Tower or the Transmission Building, provided that Licensor shall use reasonable commercial efforts to replace and restore damaged or destroyed elements thereof (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower or the Transmission Building, Licensor may, at its option, either (i) terminate this License, or (ii) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible (utilizing available insurance and/or condemnation proceeds only). During the period in which Licensor by reason of any such loss or damage shall be unable to furnish space or render any service, the license fee payments shall be suspended, but otherwise the covenants and agreements of Licensee under the terms of this License shall be in full force and effect.

b. Licensor shall not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting in the necessity of repairing or replacing any portion of the Tower Site Premises (including the Tower and Transmission Building), the interruption in the use thereof or the termination of this License by reason of the destruction thereof as a consequence of any of those acts or events enumerated in subsection (a) above. In the event of damage by any of those acts or events enumerated in subsection (a) or other casualty to Licensee's portion of the Tower Site Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Tower Site Premises is damaged by any of those acts or events enumerated in subsection (a) or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the leased portion of the Tower Site Premises for more than forty-five (45) days, then Licensee may at any time following such acts, events or other casualty, provided Licensor has not completed nor commenced the restoration required to permit Licensee to resume its operation at the leased portion of the Tower Site Premises, terminate this License upon fifteen (15) days written notice to Licensor. Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this License. Notwithstanding the foregoing, all rental fees shall abate during the period of such acts, events or other casualty.

16. Default.

b. In the event Licensee shall become in default under the terms of this License, the Licensor shall give Licensee written notice of such default. If Licensee fails in the performance of any of the other terms, covenants, and conditions of this License, and such failure continues after thirty (30) days written notice, then Licensor may do any or all of the following: (i) terminate this License; or (ii) exercise any other rights or remedies permitted by applicable law. However, Licensor shall have such extended cure period, not to exceed a total of sixty (60) days ("Extended Cure Period"), if the nature of the cure is such that it reasonably requires more than thirty (30) days to complete. In such event, Licensee may commence the cure within the thirty (30) day period, and thereafter continuously and diligently pursue the cure to completion within the Extended Cure Period.

c. Upon the expiration of the term or termination of this License in accordance with any provisions of this License and within 60 days thereafter, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Tower Site Premises to Licensor in good order and

repair less reasonable wear and tear; damage by fire and other casualty excepted. Licensor agrees and acknowledges that all of the equipment, fixtures and personal property of the Licensee shall remain the personal property of the Licensee and the Licensee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Licensee to remain on the Tower Site Premises after termination of this License, Licensee shall pay the license fee until such time as the removal of the equipment building, antennas, fixtures and all personal property are completed.

d. No right or remedy herein conferred upon or reserved to Licensor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in hereafter existing at law or in equity of by statute.

e. The right to enter judgment against Licensee and to enforce all of the other provisions of this License hereinabove provided may, at the option of any assignee of this License, be exercised by any assignee of the Licensor's interest in this License for his, her, their or its own name.

17. Continuing Obligation. No termination of this License for default nor any dispossession order shall relieve Licensee of its previously accrued and future liability and obligations under this License and such liability and obligation shall survive any such termination or order. In the event of any such event, whether or not any part of the Premises shall be relet, Licensee shall pay to Licensor the fee and all other charges required to be paid by Licensee up to the time of such expiration or termination of this License, and thereafter Licensee, until the end of what would have been the then current term of this License.

18. Waiver. No failure by Licensor or Licensee to insist upon the strict performance of any covenant, agreement, term or condition of this License or to exercise any right or remedy upon a default by Licensee hereunder and no acceptance of full or partial payment of the Fee during the continuance of any such default shall constitute a waiver of any such default or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this License to be performed or complied with by Licensee, and no default with respect thereto, shall be waived, altered, modified or terminated except by written instrument executed by Licensor. No waiver of any default shall otherwise affect or alter this License, but each and every covenant, agreement, term and condition of this License shall continue in full force and effect with respect to an other then existing or subsequent default with respect thereto.

19. Recordation. Licensor agrees to execute a Memorandum of this License Agreement, which Licensee may record, at its own cost and expense, with the appropriate Recording Officer in the County that the Tower Site Premises are located. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either term or fee payments.

20. Indemnifications/Environmental Compliance.

a. Licensee shall indemnify and hold Licensor and its employees, agents and other licensees or authorized occupants of the Tower or Premises, harmless from any and all liability obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Licensor by reason of the negligence or willful acts or omissions of Licensee, its servants or agents, excepting, however, any of such claims or damages as may be due to or caused by the negligence or willful acts or omissions of the Licensor, its servants or agents.



b. Licensors shall indemnify and hold Licensee and its employees and agents harmless from any and all liability obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Licensee by reason of the sole negligence or willful acts or omissions of the Licensor, its servants or agents, excepting, however, any of such claims or damages as may be due to or caused by the negligence or willful acts or omissions of the Licensee, its servants or agents.

c. Notwithstanding anything to the contrary contained in this License, whether the cause of any damages, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto. The foregoing shall apply regardless of the fault, negligence or strict liability of either Party and shall apply whether such losses or damages are based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

d. If any mechanics, laborers or materialman's lien shall at any time be filed against the Tower Site Premises (or the Tower or the Transmission Building which are a part thereof) as a result of Licensee's occupancy thereof, or which arises out of any claim asserted against Licensee, Licensee within thirty (30) days after written notice of the filing thereof shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction or otherwise.

e. Licensors shall hold Licensee harmless and indemnify the Licensee from and assume all duties, responsibility and liability at Licensor's sole cost and expense, for all duties, responsibilities, and liability for payment of penalties, sanctions, forfeitures, losses, costs, or damages arising under federal or state environmental law or regulation (an "environmental claim") and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding arising under any federal or state environmental law or regulation (an "environmental compliance") which is related to Licensor's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions as may now or at any time hereafter be in effect. Notwithstanding the foregoing, Licensor shall have no obligation to hold harmless or indemnify Licensee as to any such environmental claim or environmental compliance if such claim or compliance results from conditions: a) occurring prior to the date of the Licensor's ownership of the Property, or b) caused by any person or entity other than Licensor, or c) caused or generated by any action or inaction of the Licensee, its employees or agents, or d) arising out of or in any way related to the condition of the Tower Site Premises or activities conducted thereon, unless such conditions are caused by the Licensor.

21. Quiet Enjoyment: Title.

a. Licensors covenants that Licensee, on performing the covenants herein contained, shall and may peacefully and quietly hold and enjoy the rights provided for in this License for the term hereof and subject to the provisions contained herein. Licensor represents that, as of the date that this License is entered into, Licensor uses the Tower and ground space for the purposes expressly stated in this License; however, Licensor makes no representations or warranties of the present or future suitability of the Tower Site Premises for the purposes stated herein as intended for use by Licensee. Except as to a claim of title superior to that of Licensor which would violate the covenant of quiet enjoyment set forth in this Paragraph, Licensor makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an "As Is" basis. Licensee agrees that this License shall

be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Tower Site Premises or on or against Licensor's interest or estate therein, all without the necessity of having further instruments executed by Licensee to effect such subordination, provided, however, every such mortgage, deed of trust or other security interest shall recognize the validity of this License in the event of a foreclosure of Licensor's interest and also Licensee's right to remain in occupancy of and have access to the Tower Site Premises as long as Licensee is not in default of this License. In the event the Tower Site Premises is encumbered by a mortgage or other security interest, the Licensor immediately after this License is executed, will obtain and furnish to Licensee, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the Licensor defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Tower Site Premises, Licensee, may, at its sole option and without obligation, cure or correct Licensor's default and upon doing so, Licensee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the Licensee shall be entitled to deduct and setoff against all fees that may otherwise become due under this License the sums paid by Licensee to cure or correct such defaults.

b. Licensor covenants that Licensor is seized of good and sufficient title or interest to the Tower Site Premises and has full authority to enter into and execute this License. Licensor further covenants that there are known to Licensor no other liens, judgments or impediments of title on the Tower Site Premises or affecting Licensor's title to the same and that there are no covenants, easements or restrictions which prevent the use of the leased portion of the Tower Site Premises by the Licensee as set forth herein.

22. Benefits and Alterations. This License shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns subject to any provisions of this License to the contrary. This License constitutes the entire understanding between the Parties hereto and may not be modified, altered, terminated, or discharged orally, but only be an agreement in writing signed by both Parties hereto.

23. Governing Law. All questions regarding the validity, interpretation, performance and enforcement of the provisions of this License shall be governed by the Laws of the State where the Property is located.

24. Notices. Any and all notices, consents and other communications provided for herein shall be in writing and shall be deemed sufficiently given if given by registered or certified mail, with return receipt, or sent by reputable overnight courier, which shall be addressing as follows:

In the case of Licensor, to:

COX COMMUNICATONS CALIFORNIA, LLC, d/b/a cox Communications  
c/o Cox Enterprises, Inc.  
6205 Peachtree Dunwoody Road  
Atlanta, GA 30328  
Attention: Director of Real Estate

With a copy to:

Sheley, Hall & Williams, P.C.  
303 Peachtree Street NE

Suite 4440  
Atlanta, GA 3038  
Attn: David L. Lester, Esq.

And in the case of Licensee, to:

Santa Barbara County Search and Rescue, Inc.  
66. So San Antonio Creek Road  
Santa Barbara, CA 93110  
Attention: Communications Chair

-and-

Santa Barbara County Sheriff's Office  
4434 Calle Real  
Santa Barbara, CA 93110

Notice shall be effective upon actual receipt or refusal of delivery.

25. Entire Understanding, Modifications; Other Provisions.

a. This License constitutes the entire understanding of the Parties concerning the subject matter thereof, and no modifications of this License shall be binding upon either Party unless reduced to writing and signed by both Parties.

b. If any provision of this License is invalid or unenforceable with respect to any Party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law. Each of the Parties hereto warrants to the other that the person or persons executing this License on behalf of such Party has the full right, power and authority to enter into and execute this License on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this License. This License shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

c. The captions of this License have been inserted for convenience only and are not to be construed as part of this License or in any way limiting the scope or intent of its provision.

d. This License can only be terminated in accordance with the terms set forth in it or as a remedy for a default which is not cured within the time and manner provided herein.

**SANTA BARBARA COUNTY SEARCH AND RESCUE, INC.**  
a California nonprofit corporation

By:  \_\_\_\_\_  
Russell Burger (Aug 7, 2024 11:38 PDT)

Name: Russell Burger

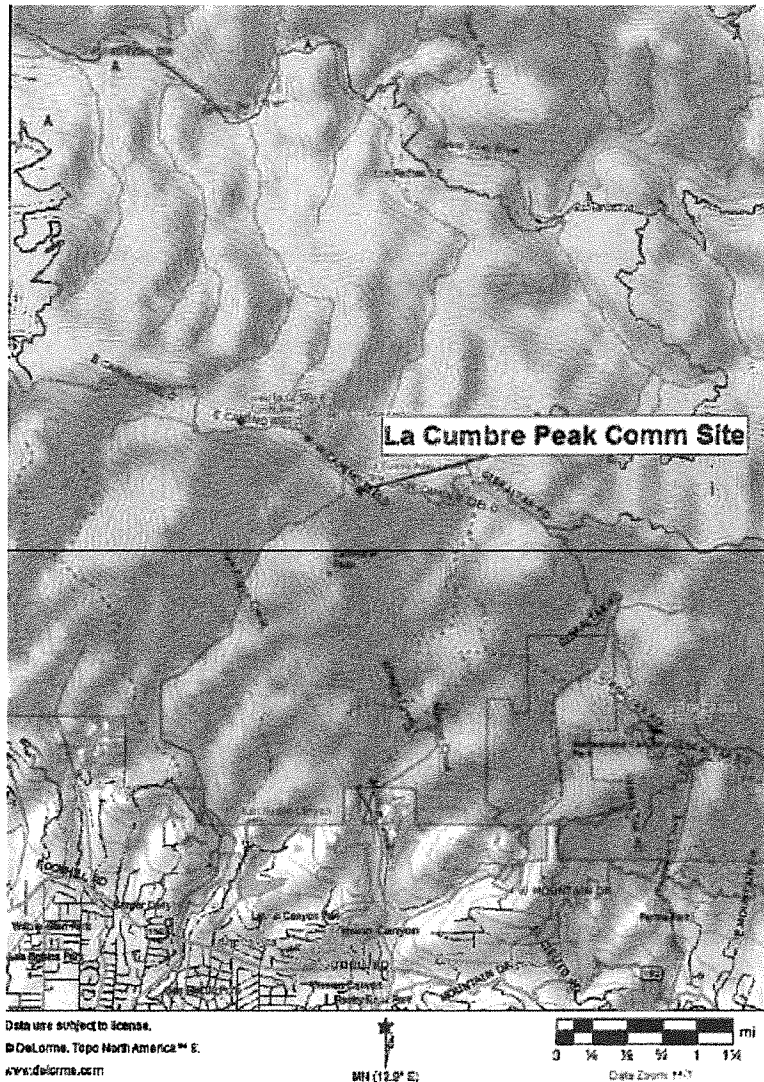
Title: President

Date: \_\_\_\_\_

**EXHIBIT "A"**

Description of Property and Location Map

La Cumbre Peak Communications Site is located on the Santa Barbara Ranger District, Los Padres National Forest, Santa Barbara County, State of California, in SW ¼ SE ¼ section 21, T. 5 34° 29' 41" North, Longitude 119° 42' 46"N., R. 27 W., San Bernardino Meridian, at approximately Latitude West. La Cumbre Peak Communications Site is located on a peak in the Santa Ynez Mountain Range at approximately 3,960 feet above mean sea level (msl). The area for development is approximately one acre in size. La Cumbre Peak Communications Site is accessible via county road 5N12 East Camino Cielo.



**EXHIBIT "B"**

Description and Depiction of Equipment and Premises

1. Motorola 2000 VHF Radio Repeater
2. Pass Notch Duplexer
3. Astron Power Supply, 12 VDC
4. EMR Circulator
5. Automotive 12-volt battery
6. Rohn 25 tower (erected 04/02/2019), located on southeast leg of the Tower
7. VHF Telewave 2-pole dipole antenna
8. 4.9 GHz 1-ft diameter parabolic, mounted on west leg of the Tower
9. Ground Plane antenna

[Attach sketch or survey of Tower Site Premises showing Licensee's Space on the Tower,  
Specific Equipment and Location thereon, and Licensee's Space within the Transmission Building.]

**EXHIBIT "C"**

**RF RADIATION AND SAFETY AGREEMENT**

This RF RADIATION AND SAFETY AGREEMENT (this "Agreement") has been executed this 20th day of August, 2024 between COX COMMUNICATIONS CALIFORNIA, LLC d/b/a Cox Communications, organized and existing under the laws of the State of Delaware, with its principal office located at 6205-A Peachtree Dunwothy Rd., Atlanta, GA 30328 (hereinafter call "Licensor") and COUNTY OF SANTA BARBARA, a political subdivision, and SANTA BARBARA COUNTY SEARCH AND RESCUE, INC., a nonprofit corporation organized and existing under the laws of the State of California, having its principal address at 66 S Antonio Road, Santa Barbara, California 93110 (hereinafter called "Licensee").

WHEREAS, Licensor is the owner or possessor of a legal interest in a certain Tower, as defined in that certain License Agreement between Licensor and Licensee dated as of even date herewith (the "License Agreement");

WHEREAS, Licensee desires to use space on the Tower for the purpose of installing certain equipment (hereinafter the "Equipment", as defined in the License Agreement);

WHEREAS, Licensor and Licensee desire to enter into this Agreement to provide for the safe operation of the Equipment.

NOW, THEREFORE, the parties, intending to be legally bound hereby and in consideration of the terms, provisions and covenants herein contained, do agree as follows:

Licensee shall promptly shutdown its Equipment, transmission operations and systems upon notice from Licensor, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of ANSI guidelines or FCC regulations in effect at such time, or in such circumstances as may reasonably present a question of exposure or environmental impact that could exceed permitted levels of exposure. Licensee shall also shutdown or reduce its transmission operations as reasonably requested by Licensor to permit inspection, survey, audit or construction or maintenance activities in or on the Tower Site Premises. All such requests by Licensor requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. Licensee shall inform all employees, agents and contractors who may perform work at the Tower Site Premises of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs at the Tower Site Premises designating certain areas or locations as prohibited areas or "hot spots." Licensee shall maintain compliance with all applicable rules, laws and regulations concerning RF radiation.

Licensor shall have the right to require an audit of Licensee's RF radiation at Licensee's sole cost and expense or Licensee's participation in any audit or survey of RF radiation relating to the Tower, Tower Site or Tower Premises, the cost of such participation to be borne by Licensee based on the

number of Licensee's antennas relative to the total number of antennas on the tower at the time of the audit.

The terms and provisions of this RF Radiation and Safety Agreement may be amended at any time by written amendment executed by both Licensor and Licensee to reflect changes that in the reasonable discretion of Licensor are required to protect human health, to comply with law or to comply with insurance requirements.

All terms not defined in this Agreement shall have the meaning described to them in the License Agreement.



IN WITNESS WHEREOF, Licensor and Licensee have hereunto executed this Agreement as of the day and year first above written.

**LICENSOR:**

**COX COMMUNICATIONS CALIFORNIA, LLC**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**LICENSEE:**

**COUNTY OF SANTA BARBARA**

By:  \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors


Date: \_\_\_\_\_

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:  \_\_\_\_\_  
Deputy Clerk


**SANTA BARBARA COUNTY SEARCH AND RESCUE, INC.**  
a California nonprofit corporation

By:   
Russell Burger (Aug 7, 2024 17:38 PDT)  
Russell Burger  
President

Date: 8-8-24

**RECOMMENDED FOR APPROVAL:**

SANTA BARBARA COUNTY SHERIFF'S OFFICE

By:  8.9.24

Name: Bill Brown  
Title: Sheriff / Coroner

Date: 8-9-24

**APPROVAL AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: Paul Lee  
Paul Lee (Aug 7, 2024 17:03 PDT)  
Deputy County Counsel

**APPROVAL AS TO FORM:**

Greg Milligen, ARM  
Risk Management

By: Samantha Francis  
Samantha Francis (Aug 8, 2024 09:15 PDT)  
Risk Management