

Project: Dish at Transfer Station
APN: 059-140-023 (Portion)
Folio: 004049
Project Mgr: JC
DISH Site ID: LALAX01013B

LEASE AGREEMENT
DISH WIRELESS AT TRANSFER STATION

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 the Santa Barbara Transfer Station (hereinafter "Transfer Station"), which property is located at 4417 Calle Real in Santa Barbara, California, and is more particularly described as Assessor's Parcel Number 059-140-023, which property is used for the purposes of solid waste operations and processing refuse (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, and is more particularly identified as LESSEE site LALAX01013B subject to the terms and conditions contained herein.

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

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, of an approximately 324 square foot area of land for the construction and operation of LESSEE'S wireless communication facility together with a new antennas and cables to be installed on the existing antenna mounts vacated by Sprint.

3. **ACCESS TO THE SITE:** LESSEE shall be allowed to access the Site during the normal operating hours of the Transfer Station. LESSEE shall only access the Site on the access road marked on the architectural plans attached hereto as Exhibit "C" and by reference made a part hereof. For any other required access (emergency situations and equipment failure excepted), LESSEE shall give reasonable notice, which shall be defined as five (5) business days, to the COUNTY'S Real Property Manager prior to gaining access to the Site. In the event emergency or equipment failure access is required, LESSEE may access the Site and shall immediately notify the COUNTY'S Real Property Manager at (805) 568-3070. COUNTY shall not be responsible for maintaining the access road to the Site.

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 260 N. San Antonio Road, Santa Barbara, CA 93110. 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 five (5) years ("Initial Term), commencing on December 1, 2024 (hereinafter "Commencement Date"), and shall terminate on November 30, 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 LESSEE, upon notice to and approval by the County, shall have the option to extend this Agreement for an additional term of five (5) years each (each such 5-year additional term a "Renewal Term") as follows:

First Renewal Term: December 1, 2029 through November 30, 2034

Second Renewal Term: December 1, 2034 through November 30, 2039

Third Renewal Term: December 1, 2039 through November 30, 2044

LESSEE shall provide COUNTY with written notice of their intent to exercise the option within sixty (60) days of the expiration of this Agreement or the applicable Renewal Term. COUNTY shall have thirty (30) days to approve or deny the option request. 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 AND NO CENTS (\$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

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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 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 FORTY-FIVE THOUSAND DOLLARS and NO CENTS (\$45,000.00) lawful money of the United States of America, which shall be due in full on the Commencement Date.

Thereafter, beginning in the year 2025, Rent payments shall be paid annually, in advance, on or before September 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. Pursuant to the terms of Paragraph 27 of this Agreement, should this breach continue for a period of thirty (30) days after notice is received, COUNTY shall have the option to terminate this Agreement.

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 December 1, 2025, and on December 1st 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.

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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.

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 performed under Section 3 of this Agreement, 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.

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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 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.

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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:

- (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.

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- (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.
- (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 "B" 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

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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 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.

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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.

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. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A blanket additional insured endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance.

D. **Property Insurance**: LESSEE shall maintain "all risks" property insurance protecting LESSEE's personal property including loss to any LESSEE improvements or betterments, at full replacement cost with no coinsurance penalty provision. Said insurance will provide coverage for damages caused by a fire.

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:

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“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 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) calendar 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

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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 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
260 N. San Antonio Rd
Santa Barbara, CA 93110
Attn: Real Property Manager
Email: realproperty@countyofsb.org
Phone: (805) 568-3070

LESSEE: DISH WIRELESS, L.L.C.
(Site ID LALAX01013B)
5701 South Santa Fe Drive
Littleton, CO 80120
Attn: Lease Administration
Email: landlordrelations@dish.com
Phone: (844) 924 - 4186
Legal Address: 9601 South Meridian Blvd
Englewood, CO 80112

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LALAX01013B

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 non-defaulting 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 non-defaulting Party; provided, however, that should cure of such Default be possible, but would reasonably take more than thirty (30) calendar days to effect, the non-defaulting 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.

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

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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.

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

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LALAX01013B

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.

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.

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LALAX01013B

42. **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.

43. **ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the Parties hereto utilize electronic transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the Parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement.

44. **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.

45. **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.

[COUNTY AND LESSEE SIGNATURES ON FOLLOWING PAGES]

Project: Dish at Transfer Station
APN: 059-140-023 (Portion)
Folio: 004049
Project Mgr: JC
DISH Site ID: LALAX01013B

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: Sheila De La Guerra
Sheila De La Guerra
Deputy Clerk

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

Date: 12-3-24

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

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

Signed by:
By: Tyler Sprague
0AC56B8DE45F483...
Tyler Sprague
Deputy County Counsel

DocuSigned by:
By: C. Edwin Price, Jr.
A99ED5BD74D04FB...
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

APPROVED:
REAL PROPERTY DIVISION

Signed by:
By: Greg Milligan
05F555F00269468...
Greg Milligan
Risk Manager

DocuSigned by:
By: Kirk A. Lagerquist
19AEDA90654E46E...
Kirk A. Lagerquist, Director
General Services Department

[LESSEE SIGNATURE ON FOLLOWING PAGE]

Project: Dish at Transfer Station
APN: 059-140-023 (Portion)
Folio: 004049
Project Mgr: JC
DISH Site ID: LALAX01013B

[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

Signed by:
By: Satish Sharma
827E913479024E6...
Satish Sharma
Executive Vice President

Dated: 11/20/2024 | 10:50 AM MST

Initial
aj
Antony Johnnidis

DS
BN
Brianna Noler

Initial
amj
Amy Maggard Jones

Initial
NS
Natalia Shparber

DS
LA
Lease Admin

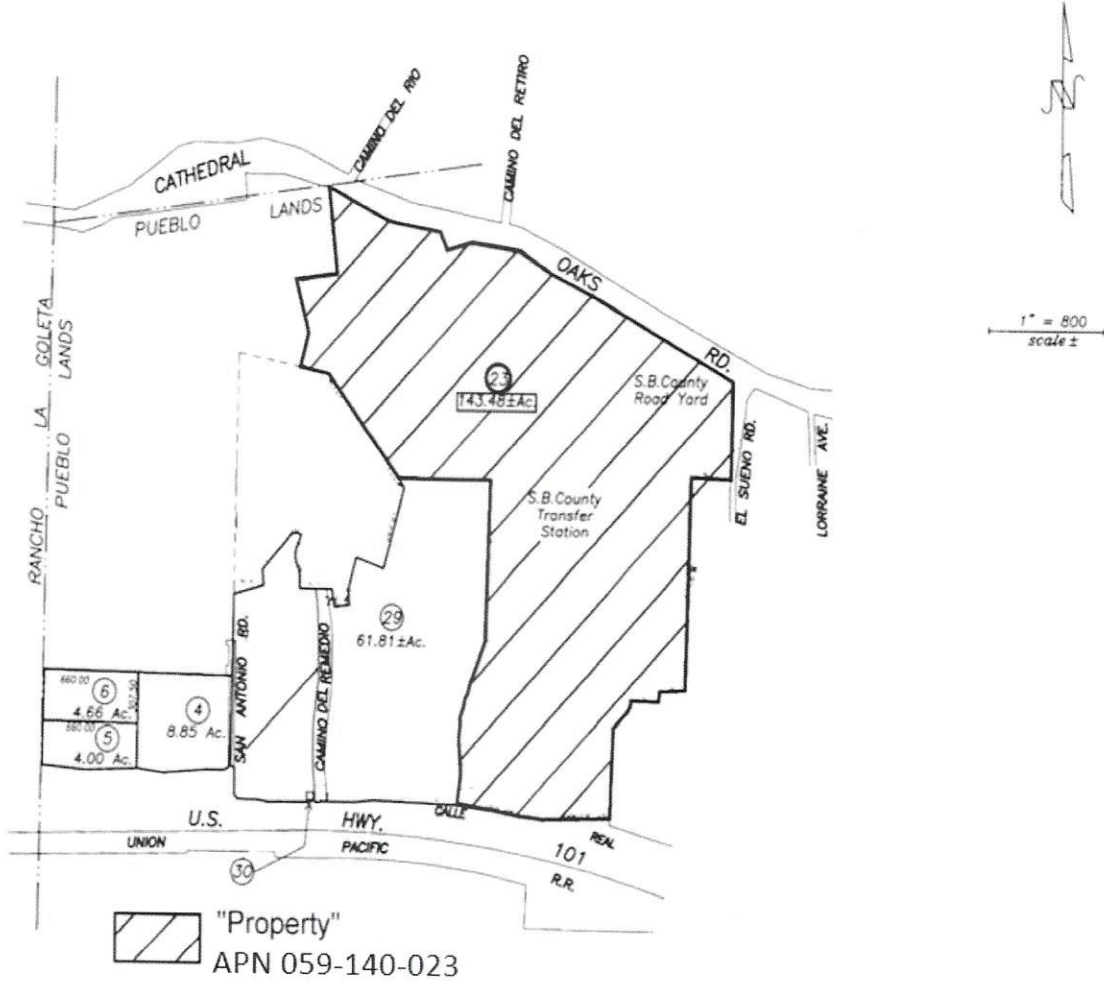
ATTACHMENTS

- Exhibit A – Property Map
- Exhibit B – Site and Enlarged Site
- Exhibit C – Access Path to Site
- Exhibit D – Equipment and Antenna Specifications
- Exhibit E – Land Use Permits
- Exhibit F – Building Permits
- Exhibit G – Construction Schedule

"PROPERTY MAP"
Exhibit "A"

POR. PUEBLO LANDS

059-14

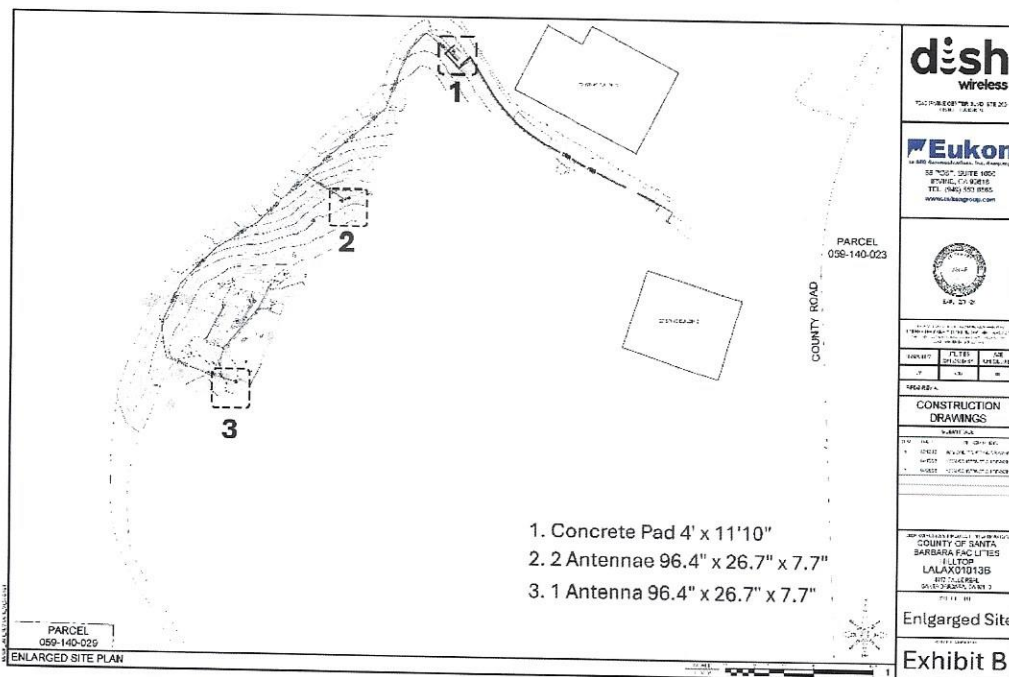
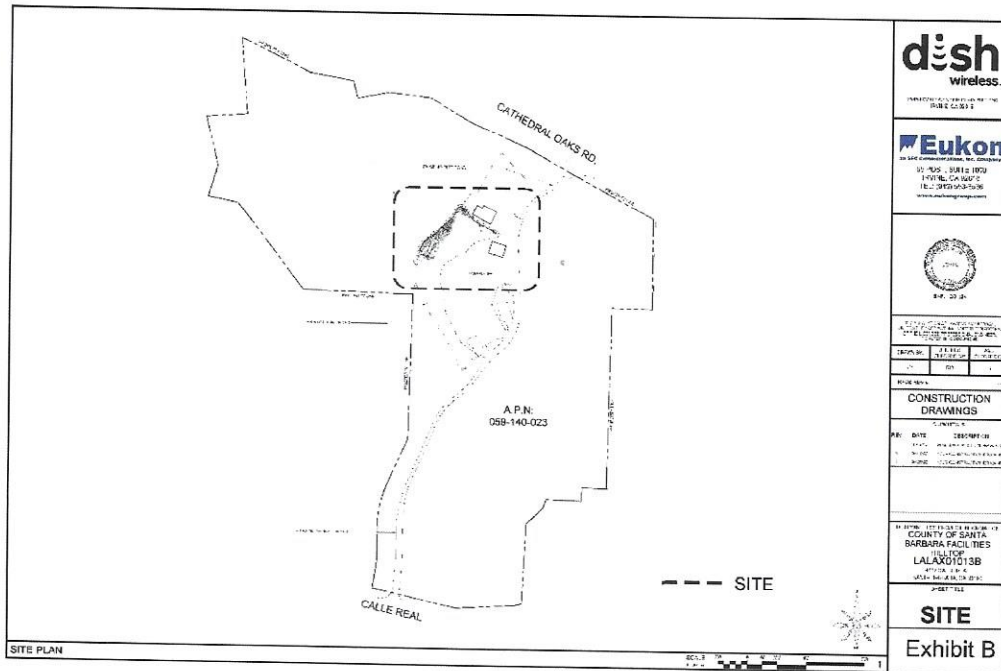


NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

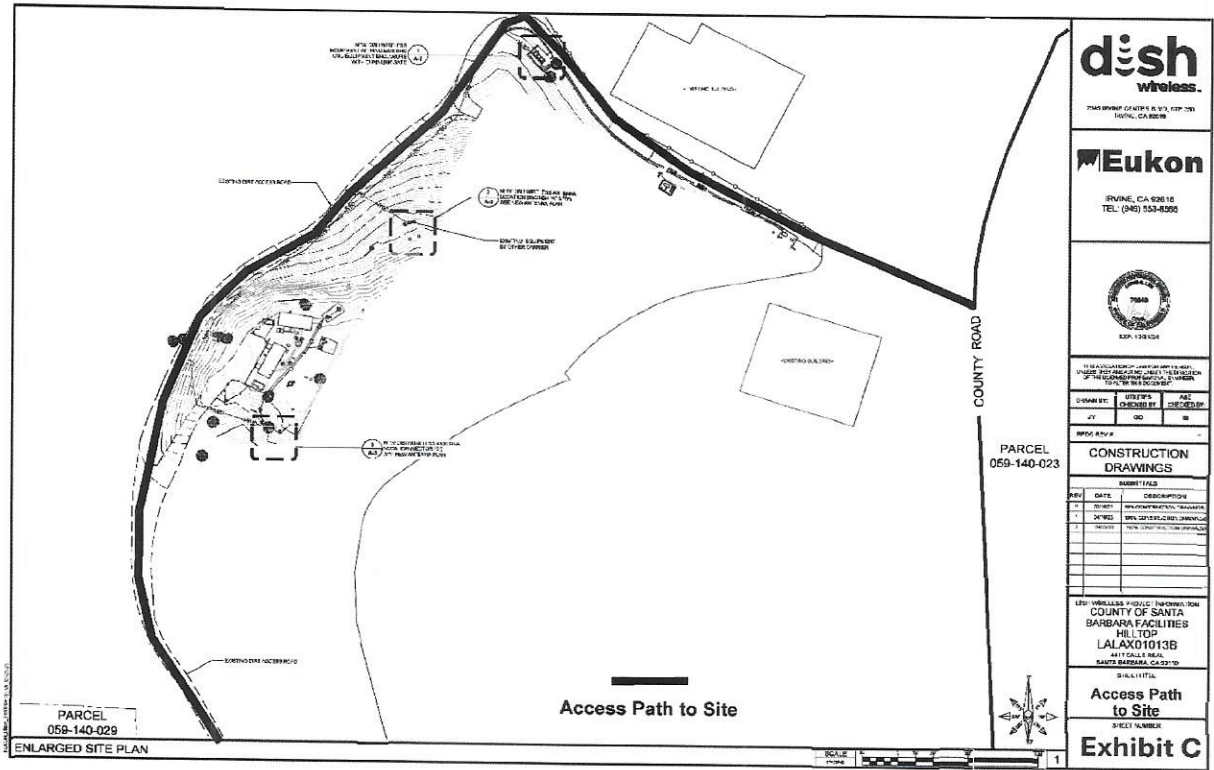
Assessor's Map Bk, 059-Pg, 14
County of Santa Barbara, Calif.

09/00 38 & 39 into 40; 40 into 470-01 thru 04
28 moved to 470-05

"SITE & ENLARGED SITE" Exhibit "B"



ACCESS PATH TO SITE
Exhibit "C"



dish
wireless.

7548

Eukon

IRVINE, CA 92618
TEL: (949) 553-8355

7548

EXP. 12/31/10

THIS IS A COLLUSION OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
OFFICE OF THE COUNTY CLERK
COUNTY OF SANTA BARBARA

CHARGE	DATE	AMOUNT	DATE	AMOUNT
27	00	00	00	00

MPH 2000

CONSTRUCTION DRAWINGS

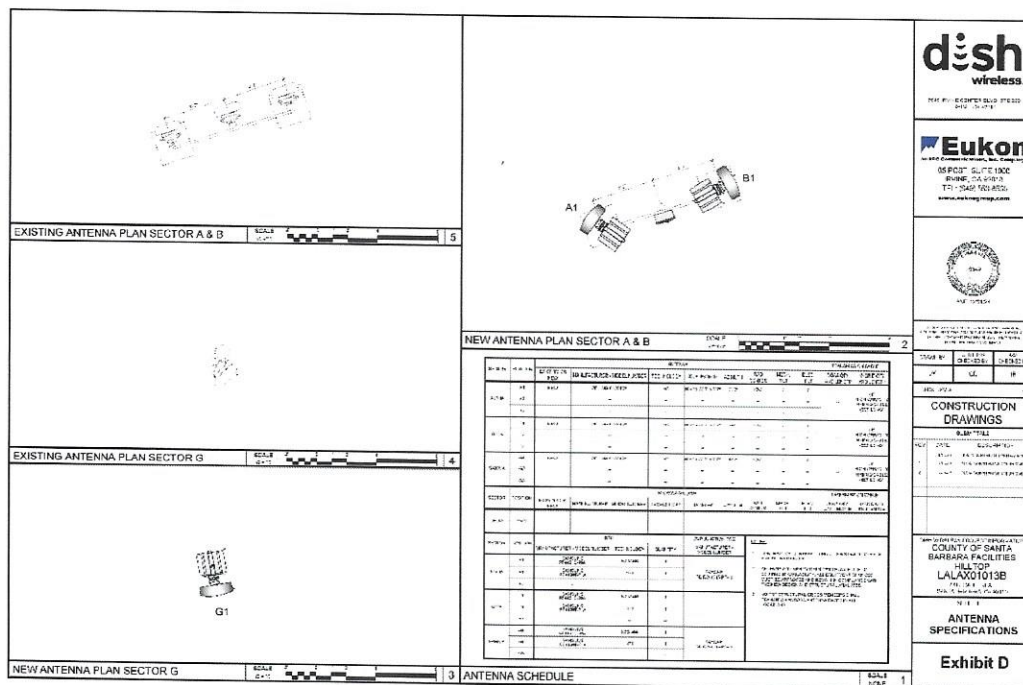
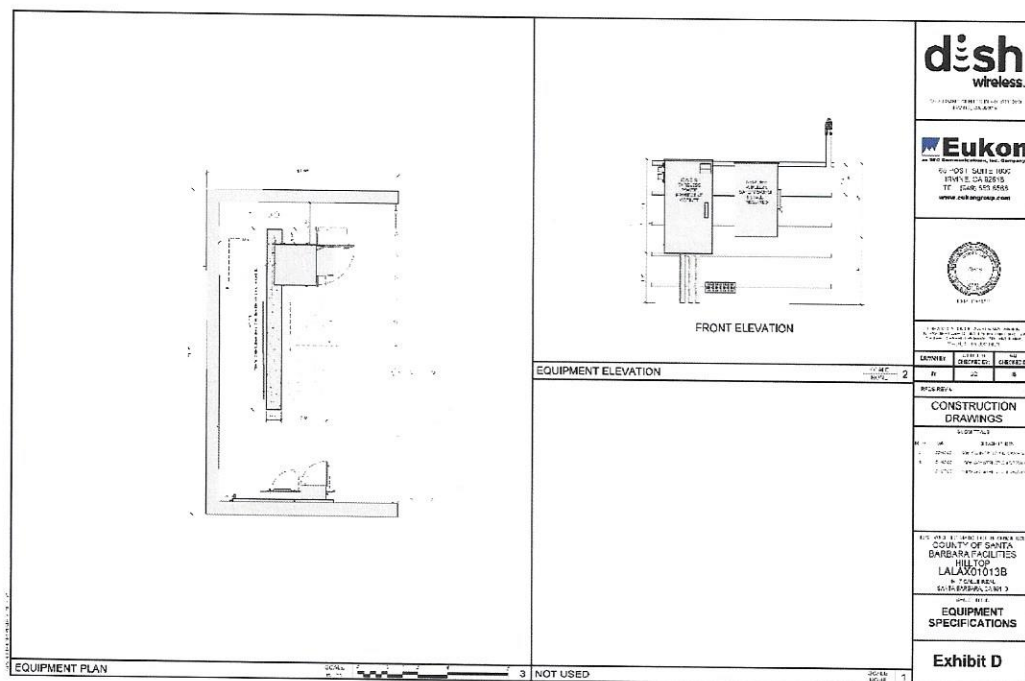
REV	DATE	DESCRIPTION
1	01/10/10	INITIALS/REVISIONS/REMARKS
2	02/10/10	INITIALS/REVISIONS/REMARKS
3	03/10/10	INITIALS/REVISIONS/REMARKS
4	04/10/10	INITIALS/REVISIONS/REMARKS
5	05/10/10	INITIALS/REVISIONS/REMARKS
6	06/10/10	INITIALS/REVISIONS/REMARKS
7	07/10/10	INITIALS/REVISIONS/REMARKS
8	08/10/10	INITIALS/REVISIONS/REMARKS
9	09/10/10	INITIALS/REVISIONS/REMARKS
10	10/10/10	INITIALS/REVISIONS/REMARKS
11	11/10/10	INITIALS/REVISIONS/REMARKS
12	12/10/10	INITIALS/REVISIONS/REMARKS

UPD: WIRELESS PUBLIC INFORMATION
COUNTY OF SANTA BARBARA
BARBARA FACILITIES
HILL TOP
LALAX01013B
1411 CALLE REAL
SANTA BARBARA, CA 93110

Access Path
to Site

Exhibit C

EQUIPMENT AND ANTENNA SPECIFICATIONS Exhibit "D"



LAND USE PERMITS
Exhibit "E"

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COUNTY OF SANTA BARBARA

Planning and Development

www.sbcountyplanning.org

ZONING CLEARANCE NO: 23ZCI-00059

Project Name: DISH WIRELESS LLC @ 4338 CALLE REAL
Project Address: 4417 CALLE REAL, SANTA BARBARA, CA 93110
A.P.N.: 059-140-023
Zone: REC

The Planning and Development Department approves this Zoning Clearance for the development described below subject to the attached terms and conditions.

ZONING CLEARANCE APPROVAL DATE: 5/31/2023



NOTE: The decision of the Director to prepare: (1) a Zoning Clearance, (2) a time extension to an approved Zoning Clearance or (3) a minor change to an approved Zoning Clearance may not be appealed (Section 35.82.210.D.3). If you have questions regarding this project please contact the planner, Olivia Beers at (805)568-2074.

PROJECT DESCRIPTION SUMMARY: The project is a request for a Zoning Clearance to allow for 3 new panel antennas, 6 radios at antennas on existing pipe mounts, 2 surge suppressors at antennas, 2 hybrid cables, 1 equipment cabinet, 1 telco cabinet, 1 power protective cabinet, and 1 GPS antenna. The project shall comply with the recommendations in the RF report by EBI Consulting dated May 10, 2023. No grading or tree removal is proposed. Access will continue to be provided off of Calle Real. The property is a 143.47-acre parcel zoned REC and shown as Assessor's Parcel Number 059-140-023, located at 4417 Calle Real in the Eastern Goleta Valley Community area, 2nd Supervisorial District.

PROJECT SPECIFIC CONDITIONS: See Attachment "A"

ASSOCIATED CASE NUMBERS: None

PERMIT COMPLIANCE CASE: Not Applicable

BOARD OF ARCHITECTURAL REVIEW (BAR):

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TERMS OF ZONING CLEARANCE:

1. **Work Prohibited Prior to Zoning Clearance.** No work, development, or use intended to be authorized pursuant to this approval shall commence prior to the applicant's receipt of this Zoning Clearance and/or any required permit (e.g., building permit). **Warning! This is not a Building/Grading Permit.**
2. **Time Limit.** Failure to obtain a required Building and Safety construction/demolition or grading permit and to lawfully commence development within two years of zoning clearance shall render this Zoning Clearance null and void. A Zoning Clearance that follows an approved Final Development Plan (FDP) shall be rendered null and void on the date the FDP expires even if the FDP expiration date is within two years of the Zoning Clearance, unless substantial physical construction has been completed.

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DISH WIRELESS LLC @ 4338 CALLE REAL

23ZCI-00059

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ATTACHMENT A: CONDITIONS OF APPROVAL

Project Description

1. **Proj Des-01 Project Description:** This Zoning Clearance is based upon and limited to compliance with the project description, the project plans approved May 26, 2023, 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 project is a request for a Zoning Clearance to allow for 3 new panel antennas, 6 radios at antennas on existing pipe mounts, 2 surge suppressors at antennas, 2 hybrid cables, 1 equipment cabinet, 1 teleo cabinet, 1 power protective cabinet, and 1 GPS antenna. No grading or tree removal is proposed. Access will continue to be provided off of Calle Real. The property is a 143.47-acre parcel zoned REC and shown as Assessor's Parcel Number 059-140-023, located at 4417 Calle Real in the Eastern Goleta Valley Community area, 2nd Supervisorial District.

Any deviations from the project description, exhibits 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 the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits 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 (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 and pre-construction meeting. Building inspectors shall spot check and respond to complaints.

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DISH WIRELESS LLC @ 4338 CALLE REAL

23ZCI-00059

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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 telecommunications equipment.
5. **Tel-06 Underground Utilities:** Except as otherwise noted in the Project Description and development plans, all utilities necessary for facility operation, including coaxial cable, shall be placed underground. Conduit shall be sized so as provide additional capacity to accommodate utilities for other telecommunication carriers should collocation be pursued in the future.
PLAN REQUIREMENTS: The Permittee shall restate the provisions for utility undergrounding on all building and grading plans.
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 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

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DISH WIRELESS LLC @ 4338 CALLE REAL

23ZCI-00059

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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 planner 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 planner 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.

7. **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 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.

8. **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 and Building and Safety staff shall conduct compliance inspections as needed to ensure permit compliance.

9. **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.

10. **Tel-16 Abandonment-Revocation:** The Permittee shall remove all support structures, antennas, equipment and associated improvements and restore the site to its natural pre-construction state within one year of discontinuing use of the facility or upon permit revocation. Should the Permittee require more than one year to complete removal and restoration activities the Permittee shall apply for a one-time time extension. In the event the Owner requests that the facility or structures remain, the Owner must apply for necessary permits for those structures within one year of discontinued use. Compliance shall be governed by the following provisions:

- a. Prior to demolition of the facility, the Permittee shall submit a restoration plan of proposed abandonment to be reviewed and approved by a County approved biologist.
- b. If use of the facility is discontinued for a period of more than one year and the facility is not removed the County may remove the facility at the Permittee's expense.

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DISH WIRELESS LLC @ 4338 CALLE REAL

23ZCI-00059

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County Rules and Regulations

- 11. 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.
- 12. Rules-20 Revisions to Related Plans:** The Owner/Applicant shall request a revision for any proposed changes to approved permit plans. Substantial conformity shall be determined by the Director of P&D.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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"
County of Santa Barbara Planning and Development
Building and Safety Division

Santa Barbara 568-3030 Fax 568-3103/Santa Maria 934-6230 Fax 934-6258

Building Permit

23BDP-00791

Project Details

Address: 4417 CALLE REAL, SANTA BARBARA, CA 93110
Acreage: 143.47 **Zoning:** REC **Parcel No.:** 059-140-023
Project Size (Sq Ft):
Work Description:
 Dish Wireless to remove existing Sprint antennas and equipment, replace with Dish Wireless antennas and equipment. Remove and replace (3) panel antennas, (6) radios at antennas on existing pipe mounts, install (2) surge suppressors at antennas, (2) hybrid cables, (1) equipment cabinet, (1) telco cabinet, (1) power protective cabinet, (1) GPS antenna.
 CLEARANCE: BUILDING, PERMIT COMPLIANCE (23PMC-56, CALL 805-568-2073 FOR PMC INSPECTION)

Owner

COUNTY OF SANTA BARBARA
 4417 CALLE REAL , SANTA BARBARA, CA 93110

Project Contacts

Architect	TINA SWIFT EUKON GROUP	65 POST SANTA BARBARA, CA 92618	(949) 994-0363
Engineer	CHRIS LEE EUKON GROUP	65 POST SUITE 1000 IRVINE, CA 92618	(949) 553-8566
Contractor	MIKE MARTIN UNIVERSAL WIRING	651 S. PALM ST SUITE D LA HABRA, CA 90631	(951) 410-3934

Required Conditions / Clearances

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 (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 and pre-construction meeting. Building inspectors shall spot check and respond to complaints.

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.

Rules-20 Revisions to Related Plans

The Owner/Applicant shall request a revision for any proposed changes to approved permit plans. Substantial conformity shall be determined by the Director of P&D.

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.

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.

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.

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.

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 telecommunications equipment.

Tel-06 Underground Utilities

Except as otherwise noted in the Project Description and development plans, all utilities necessary for facility operation, including coaxial cable, shall be placed underground. Conduit shall be sized so as provide additional capacity to accommodate utilities for other telecommunication carriers should collocation be pursued in the future.

PLAN REQUIREMENTS: The Permittee shall restate the provisions for utility undergrounding on all building and grading plans.

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 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 planner 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 planner 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.

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 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.

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 and Building and Safety staff shall conduct compliance inspections as needed to ensure permit compliance.

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.

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Tel-16 Abandonment-Revocation

The Permittee shall remove all support structures, antennas, equipment and associated improvements and restore the site to its natural pre-construction state within one year of discontinuing use of the facility or upon permit revocation. Should the Permittee require more than one year to complete removal and restoration activities the Permittee shall apply for a one-time time extension. In the event the Owner requests that the facility or structures remain, the Owner must apply for necessary permits for those structures within one year of discontinued use. Compliance shall be governed by the following provisions:

- a. Prior to demolition of the facility, the Permittee shall submit a restoration plan of proposed abandonment to be reviewed and approved by a County approved biologist.
- b. If use of the facility is discontinued for a period of more than one year and the facility is not removed the County may remove the facility at the Permittee's expense.

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DSN1 of 417 CALL REAL 0.9.23
4417 CALL REAL
SANTA BARBARA 009-148-025

Worker's Compensation

I hereby affirm and declare under penalty of perjury that I will maintain a Certificate of Consent to self insure for Worker's Compensation or a Certificate of Worker's Compensation Insurance on file with the Santa Barbara County Building and Safety Division (Sec. 3700 of the California Labor Code). I have, and will maintain worker's compensation insurance as required by the Labor Code, for the performance of the work for which this permit is issued.
 Insurer Clear Spring Property and Casualty Company

Policy# CWC00385401 Exp.Date 12/31/2023

I further affirm and declare that I shall not employ any person in any manner so as to violate the Worker's compensation Laws of the State of California

OWNER BUILDER/CONTRACTOR DECLARATION

☐ I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec 7044, Business and Professions Code: The Contractors' License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale).

☐ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec 7044, Business and Professions Code: The Contractors' License Law does not apply to any owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors' License Law).

☒ I hereby affirm that I am exempt from the Contractors' License Law for the following reason: (Sec 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractors' License Law (Chapter 9 commencing with Section 7000 of Division 3 of the Business and Professions Code) or that he is exempt there from and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars)

☒ I hereby affirm and declare that I am a licensed contractor under the provisions of Chapter 9 of the California State Contractors' Law and my license is in full force and effect.

Signature of Permittee

Norm Montoya

Date 08/10/2023

Building Permit

CONSTRUCTION SCHEDULE

Exhibit G

(to be inserted)