

**SANTA BARBARA COUNTY  
AGENDA BOARD LETTER**



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Agenda Number:

Prepared on: **April 7, 2003**  
Department: **General Services**  
Department No.: **063**  
Agenda Date: **May 6, 2003**  
Placement: **Administrative**  
Estimate Time:  
Continued Item: **NO**  
If Yes, date from:

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TO: Board of Supervisors

FROM: Ronald S. Cortez, Director  
General Services Department

STAFF  
CONTACT: Jason Sunukjian 568-3217  
Real Property Agent

SUBJECT: GOL/Verizon Comm Equip @ Tajiguas Landfill: Lease  
Third Supervisorial District  
Real Property Folio EU 3347

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**Recommendations:**

That the Board of Supervisors execute the attached Lease Agreement between the County of Santa Barbara and GTE Mobilnet of Santa Barbara, L.P., d/b/a Verizon Wireless (hereinafter "Verizon") for the placement of a wireless communication facility, consisting of radio equipment cabinets and cellular antennas, on a water tank and surrounding vacant land at the Tajiguas Landfill, 14470 Calle Real, Santa Barbara.

The lease is for an initial period of approximately ten (10) years, commencing upon execution of this Lease by the Board and terminating on December 31, 2012. There are also two renewal periods of five (5) years each. The first renewal period is automatic so long as the water tank is still in use by the County. The second renewal period is upon mutual agreement by Verizon and the County. If all the renewal periods are exercised, the lease will expire on December 31, 2022. Verizon will pay to the County a base annual rent of \$18,000.00. There will be an annual rent increase of four percent (4%) during the entire term(s) of the lease. If all the renewal terms are exercised, the total lease revenue will be approximately \$535,000.00.

**Alignment with Board Strategic Plan:**

The recommendation(s) are primarily aligned with Goal No. 1.: An efficient government able to respond effectively to the needs of the community.

Subject: GOL/Verizon Comm @ Tajiguas Landfill: Lease  
Third Supervisorial District; Folio EU 3347  
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### **Executive Summary and Discussion:**

This Lease Agreement will allow Verizon to construct and operate a small wireless communication facility, consisting primarily of radio equipment cabinets, utilities, cables and panel antennas at a water tank location on the southwesterly portion of Tajiguas Landfill. The antennas will be attached to the water tank and the equipment cabinets will be installed at grade a short distance from the tanks. It is noted that Verizon has already obtained all the required permits to allow construction of this facility; these permits are attached to the Lease as Exhibits G and H. Included in Verizon's permit process was a review of CEQA, which resulted in a finding of "Exempt" by the County Zoning Administrator. Execution of this Lease by the Board is the final action required in order for Verizon to begin construction of their facility. This lease will produce at least \$18,000.00 of revenue per year (this base rent is subject to annual increases as noted above) to the County, all of which will help fund the Employee University.

### **Mandates and Service Levels:**

There is no change in programs. Wireless communication services will be improved for use by the general public.

### **Fiscal and Facilities Impacts:**

Verizon will pay base annual rent in the amount of \$18,000.00 (paid on an annual basis) and is responsible for all costs associated with construction and maintenance of their facility and equipment. A security deposit of \$10,000.00 in the form of a bond will be deposited by Verizon to allow the County to repair any property damage or equipment abandonment by Verizon. If all the renewal terms are exercised, the total lease revenue will be approximately \$535,000.00. The rental revenue will help fund the Employee University. The rent will be deposited to Non-Departmental Revenue 990, Fund 0001, Program 7300, Account 3409.

### **Special Instructions:**

After Board action, distribute as follows:

- |                                              |                                            |
|----------------------------------------------|--------------------------------------------|
| 1. Original Lease                            | Clerk of the Board Files                   |
| 2. Duplicate Original Lease and Minute Order | Facilities Services, Attn: Jason Sunukjian |

**NOTE:** Facilities Services will make copies of the Lease and the Minute Order for the Communications Section of General Services and for our files, and will deliver the duplicate original to Verizon for their files.

**Concurrence:**  
General Services

Project: Verizon at Tajiguas Landfill  
APN: 081-150-021  
Folio: EU 3347  
Agent: JJS

**LEASE AGREEMENT**  
**VERIZON WIRELESS at TAJIGUAS LANDFILL**

**THIS LEASE 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

GTE MOBILNET of SANTA BARBARA, L.P.  
a California limited partnership doing business  
as Verizon Wireless, hereinafter referred to as "LESSEE,"

with reference to the following:

**WHEREAS**, COUNTY is the owner of that certain real property commonly known as the Tajiguas Landfill, located at 14470 Calle Real, Santa Barbara, CA 93117, more particularly described as Assessor's Parcel Number 081-150-021, which property is used for the purposes of treating, processing and storing 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 wishes to improve its communication network by installing and operating a wireless communication facility used for providing cellular telephone service, as defined herein, on the said Property; and

**WHEREAS**, LESSEE desires to enter into a lease agreement (hereinafter "Agreement"), with the COUNTY for the placement and use of such Facility subject to the terms and conditions contained herein.

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

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

2. **LEASED AREA:** COUNTY hereby leases to LESSEE and LESSEE hereby takes from COUNTY the specific portion of the Property to be occupied by LESSEE'S wireless communication facility (hereinafter "Site") as shown on Exhibit "B", attached hereto and incorporated herein by reference.

3. **ACCESS TO THE SITE:** LESSEE shall access the Site during the normal operating hours of the landfill located on the Property and shall give notice to the person on duty at the main entrance road of the Property prior to gaining access to the Site. In addition, COUNTY hereby agrees to allow LESSEE access to its Site four (4) times per year during the nighttime hours for LESSEE'S maintenance activities provided that LESSEE must give COUNTY'S contact person 48 hours advance notice of such nighttime access. However, in the event of an emergency, LESSEE shall have the ability to access the Site upon notification to COUNTY'S contact person for emergencies as listed on Exhibit "C" attached hereto and incorporated herein by reference. LESSEE shall only access the Site on the access road marked on the architectural plans attached hereto as Exhibit "D" and by reference made a part hereof. 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 as a result of natural causes. 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 COUNTY security programs and policies.

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, and for all purposes incidental thereto.

LESSEE'S use of the Site shall conform to the equipment and antenna specifications described in Exhibit "E", attached hereto and by reference made a part hereof. LESSEE shall not expand its use of the Site beyond the scope of said specifications nor use the Site for any other purposes without the express written consent of COUNTY. It is understood and agreed to by each party that LESSEE shall have the right to make changes to and replacements of equipment which are of a substantially similar or "like-kind" nature without having to obtain the consent of COUNTY, provided such changes do not alter the square footage of the lease area of the Site nor change the visual impact of LESSEE'S Site and Facility. LESSEE shall notify COUNTY in writing of any such changes made to LESSEE'S Facility without COUNTY'S consent.

5. **TERM:** The term of this Agreement is for a period of ten (10) years, more or less, commencing on the date fully executed by COUNTY (hereinafter "Effective Date") and terminating on December 31, 2012, unless sooner terminated as hereinafter provided.

6. **EXTENSION AND RENEWAL OF LEASE:** In the event this Agreement has not otherwise been terminated and LESSEE is not in default (after expiration of all cure periods) at the end of the above-referenced term, then such term may be extended for two (2) additional terms of five (5) years each. The first five (5) year extension, from January 1, 2013 to December 31, 2017, will be automatic so long as the water tank on which LESSEE'S antennas are located is found to be structurally capable of holding LESSEE'S existing telecommunications equipment and the tank is still of use to COUNTY. The second five (5) year extension, from January 1, 2018 to December 31, 2022, shall be requested by LESSEE in writing at least sixty (60) days prior to the termination of the then current term and shall be extended upon mutual agreement of LESSEE and COUNTY. In the event of any such extensions the rent shall be calculated as per Section 8, RENT, or such other basis as the parties may then agree.

7. **SECURITY DEPOSIT:** A performance security bond ("Security Deposit") in the amount of TEN THOUSAND DOLLARS (\$10,000.00) shall be posted with COUNTY within thirty (30) days of the Effective Date of this Agreement. COUNTY shall have the right to use monies from this Security Deposit to make any repairs or equipment removal not made by LESSEE for 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 in Section 12, ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY or Section 34, SURRENDER OF PREMISES, herein. Upon completion of LESSEE'S removal of its Facility at the end of this Agreement, COUNTY shall release the Security Deposit, less any costs related to repair or equipment removal, if any, within thirty (30) days of receipt of LESSEE'S written notice in accordance with the terms of Section 34, SURRENDER OF PREMISES, herein.

8. **RENT:** The annual rent payable by LESSEE to COUNTY during the first year of this Agreement shall be EIGHTEEN THOUSAND DOLLARS and 00/100 (\$18,000.00) lawful money of the United States of America due on the Effective Date of this Agreement. Thereafter, payments shall be made annually, in advance, on or before the first day of January of each and every calendar year beginning in the year 2004. Rent due for any period during the term hereof which is for less than one (1) calendar year shall be prorated based upon a three hundred sixty-five (365) day year. The annual rent shall be subject to adjustment as set out in Sections 8 and 9, RENT and COST OF LIVING ADJUSTMENT, below. If rent is not paid ten (10) days after the date due (the Effective Date or any anniversary thereof), upon written notification from COUNTY that rent is late, interest will accrue on the unpaid balance at ten percent (10%) per annum from the date it became due until it is paid.

Rental payments shall be made to COUNTY at the address as stated in Section 25, NOTICES, herein below.

9. **COST OF LIVING ADJUSTMENT:** Beginning January 1, 2004, and on each and every anniversary of that date, the annual rent provided in Section 8, RENT, above shall be subject

to a Cost of Living Adjustment and shall be increased from the annual rent payable during the immediately preceding year of the lease term by four percent (4%).

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 in its existing condition.

**LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, 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.**

11. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** LESSEE shall, at its sole expense, erect and maintain the Facility in accordance with the design specifications described in Exhibit "D", attached hereto. LESSEE shall give COUNTY no less than ten (10) days written notice prior to the commencement of any work in, on, or about the Site and shall keep the Property and Facility free and clear of liens for labor and materials.

Any work done on or around the Site shall conform to the work plan described in Exhibit "F", attached hereto and by reference made a part hereof. LESSEE 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, through its General Services Department or its Solid Waste Division of the Public Works Department, or successor(s) of either, 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 comply with said work plan.

Upon completion of all required permitting, construction of the Facility shall begin promptly upon execution of this Agreement and be pursued expeditiously to completion. Copies of the required Land Use Permit(s) and Building Permit(s) are attached hereto and by reference made a part hereof as Exhibits "G" and "H", respectively.

In the event that LESSEE wishes to alter or improve the Site in additional ways not anticipated by this section, LESSEE shall obtain the advance written approval from COUNTY'S General Services Real Property Supervisor and Communications Manager, and the Deputy Director of the Solid Waste Division, which approval shall not be unreasonably withheld; and LESSEE shall comply with all requirements of any applicable permits.

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 nor 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 on the subject Property.

12. **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 and if LESSEE does abandon, vacate, or surrender said Site, any personal property belonging to LESSEE and left on the Site more than sixty (60) days after such abandonment, vacation or surrender shall be deemed abandoned at the option of the COUNTY, and title to such

shall pass to COUNTY. This provision shall also apply to personal property left after the termination or other expiration of this Agreement and any applicable removal periods as described in Section 34, SURRENDER OF PREMISES.

13. **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, the 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, and in the event of such interference caused by LESSEE, LESSEE shall terminate said interference promptly upon notice 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 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 materially interferes with the operations of other telecommunications users on the Property existing as of the date of execution of this Agreement. Upon written notification from COUNTY, any such interference shall be deemed a material breach of this Agreement by LESSEE, and LESSEE shall have the responsibility to terminate said interference. LESSEE acknowledges that continuing interference may cause irreparable injury to other telecommunications users. Therefore, in the event LESSEE does not terminate said interference within forty-eight (48) hours of written notice from COUNTY, LESSEE shall cease operation of the Facility until such interference is eliminated, and such user(s) shall have the right to bring an action to enjoin such interference and collect damages from LESSEE.

In the event of an emergency which threatens bodily harm and involves COUNTY in its governmental capacity, COUNTY may temporarily interrupt LESSEE'S use without LESSEE'S consent. COUNTY shall cooperate with LESSEE in the restoration of use when COUNTY has determined, in COUNTY'S good faith sole discretion, that the emergency has ended.

In the event COUNTY constructs or allows to be constructed, a telecommunications facility on the Property, then COUNTY, its employees, invitees, agents, lessees, licensees or any others under its control, shall not use said facility in any way which materially interferes with the operations of LESSEE. Upon written notification from LESSEE, any such interference shall be deemed a material breach of this Agreement by COUNTY, and COUNTY shall have the responsibility to promptly terminate said interference within fifteen (15) days of such notice. In the event such interference is not eliminated within fifteen (15) days of notice from LESSEE, LESSEE shall have the right to bring an action to enjoin such interference and to collect damages.

LESSEE shall obtain the written consent of COUNTY prior to any proposed change in LESSEE'S use; including but not limited to power, location or size of the Facility. Notwithstanding the preceding sentence, LESSEE, upon notice to COUNTY, may modify or upgrade its equipment and antennas, so long as such alterations do not change their power, or exterior location or size, or otherwise exceed the limits set forth in Section 4, PURPOSE AND USE, or in Exhibit "E" of this Agreement; without the written consent of COUNTY. LESSEE may remove its radio equipment, antennas, cabling, back up batteries and related equipment at any time.

COUNTY reserves the right to reasonably designate a new location for LESSEE'S Facility and to move said Facility elsewhere on the Property, provided that COUNTY shall give LESSEE at least one hundred eighty (180) days written notice of the relocation, bear the sole expense of said move, and, to the extent feasible, the new location is similar to LESSEE'S then-current Site in size and is compatible for LESSEE'S use in LESSEE'S good faith discretion, and LESSEE'S service will not be interrupted (LESSEE shall to the extent feasible be allowed if necessary to place a temporary wireless facility and antenna structure on the Property during such relocation).

14. **UTILITY CHARGES:** LESSEE, upon obtaining the required permits and approvals, shall have the right to install and maintain the necessary mains and ancillary equipment required to bring utility service to the Site and Facility at its sole cost and expense. All accounts for such utilities shall name LESSEE as the responsible party.

LESSEE shall be responsible for supplying and maintaining all power and utilities for the Site and Facility. LESSEE shall pay when due all charges for utilities used by LESSEE.

15. **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, which, due to LESSEE'S Facility may be levied upon said Property, Facility and/or Site during the term of this Agreement.

16. **MAINTENANCE AND REPAIR/GRAFFITI REMOVAL:** LESSEE agrees to keep in good maintenance and repair, at its sole expense, the Site and Facility, and any portion of COUNTY'S water tanks utilized in connection with LESSEE'S Facility. If LESSEE delays in making any repairs so that it becomes necessary for COUNTY, for sake of the operation of the Property, to make such repairs, then COUNTY shall have the right to do so and use monies from the Security Deposit to pay the cost of such repairs.

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

17. **ASSIGNMENT/SUBLEASE/HYPOTHECATION:** LESSEE shall not assign, license, or sublease the Site or any part thereof or any right or privilege appurtenant thereto without COUNTY'S written consent which consent shall not be unreasonably withheld.

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 any improvements placed upon the Property or Site whether such improvement is placed thereon before or after the date of execution of this Agreement.

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

Notwithstanding the above, upon written notification to COUNTY, LESSEE may assign this Agreement to its parents, partners, or affiliates, or to an entity that purchases all or substantially all of LESSEE'S assets provided, however, that LESSEE remains surety for the performance of its assignee.



18. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LESSEE may be merged.

19. **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 by LESSEE; including, but not limited to, any act or omission to act on the part of LESSEE or its agents, employees, or other independent contractors directly responsible to LESSEE; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

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

20. **INSURANCE:** Certificate(s) of Insurance shall be furnished to COUNTY immediately upon execution of this Agreement and annually thereafter. Such insurance coverages, in the minimum limits as specified below, shall be maintained throughout the term of the Agreement. COUNTY shall have the right to review from time to time the minimum limits as established below. In the event of a change in the minimum limits, COUNTY shall inform LESSEE of such change by giving written notice to LESSEE not less than sixty (60) days prior to the expiration date of any existing insurance policy or policies, but in no event shall the minimum coverage amounts for all insurance required hereby be adjusted upward by more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) every five (5) years. 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. Failure to comply with the insurance requirements shall place LESSEE in default. Upon request by COUNTY, LESSEE shall provide certified copies of any insurance policies to COUNTY within fifteen (15) working days.

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employees Liability Insurance shall cover all LESSEE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by COUNTY.

B. **General and Automobile Liability Insurance.** The General Liability Insurance shall include personal injury liability, shall afford coverage for product liability, shall afford coverage for all premises and operations of LESSEE, and shall include contractual liability coverage for this Agreement. The Automobile Liability Insurance shall cover all owned, non-owned, and hired motor vehicles which are operated on behalf of LESSEE pursuant to LESSEE'S activities hereunder.

COUNTY and its officers, employees, and agents shall be included as "Additional Insureds" on all policies and a copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, \$2,000,000 in the aggregate.

Personal injury coverage should also be in the amount of \$1,000,000 per person and \$2,000,000 in the aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by the policy shall be primary and contributory to the full limits stated in the declarations, and if COUNTY has other valid and collectible insurance for a loss covered by this policy, COUNTY'S other insurance shall be excess only. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. Property Insurance. The Property Insurance shall provide all risk property coverage on a replacement cost basis for the Facility and Site. Said Property Insurance shall contain an agreement under which the insurance company or companies supplying said policy shall notify COUNTY in writing at least thirty (30) days prior to cancellation of all or any part of such policy.

In the event of any loss to any property that is subject to this Agreement which is caused by any occurrence that is covered by such all risk property insurance, LESSEE shall be responsible for any payment of LESSEE'S deductible under LESSEE'S policy of insurance.

All property insurance carried by LESSEE shall include provisions denying to the insurer, acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

21. **NONDISCRIMINATION:** LESSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara 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.

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

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property, Facility or Site due to LESSEE'S use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. 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.

LESSEE agrees that during all maintenance on the Property by COUNTY, while following the procedures and guidelines set forth by the Occupational Safety and Health Administration (OSHA) and the FCC implementing the National Environmental Policy Act of 1969, when continuing transmission is deemed unsafe for COUNTY personnel due to radiation (based upon

standards promulgated by a governmental authority having jurisdiction over LESSEE), the effected transmitters of LESSEE will be turned off until the unsafe condition no longer exists. The earliest practicable notice will be given to LESSEE using the information in Exhibit "C".

23. **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.

24. **COMPLIANCE WITH THE LAW:** 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.

25. **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  
Facilities Services Division  
1100 Anacapa Street  
Santa Barbara, CA 93101-6065

LESSEE: GTE Mobilnet of Santa Barbara, L.P.  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate

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 shall constitute the date of service. For reference purposes only, Exhibit "C" contains additional contact information for each party and is attached hereto.

26. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LESSEE specifying the particulars of the default and LESSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the COUNTY;

unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LESSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

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

A. The nondefaulting party may waive the default or breach in accordance with Section 28, WAIVER, herein below.

B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where LESSEE is the nondefaulting party, LESSEE may terminate the Agreement and surrender use of the Site.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LESSEE shall vacate within sixty (60) days of written notice from COUNTY.

28. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

29. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

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

A. Upon expiration or earlier termination of the Agreement as provided in Section 5, TERM; or

B. In the event the water tank on which LESSEE'S antennas are located is no longer used by COUNTY or is removed from its current location on the Property. This provision shall only apply during the first extension period of this Agreement.

C. Upon the failure of LESSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 26, DEFAULT; or

D. As provided in Section 31, DESTRUCTION; or

E. In the event LESSEE is found to be in material non-compliance with Exhibits "D", "E", "G" or "H" of this Agreement and such non-compliance is not resolved in a timely fashion; or

E. After making all reasonable and bona fide 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 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 written notice of its intention to terminate this Agreement for technological reasons.

31. **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.

32. **HOLDING OVER:** Should LESSEE occupy the Site after the expiration date of this Agreement or any extension thereof, 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 for such tenancy at the monthly rate in effect on the expiration date.

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

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

During the term of this Agreement, title to the Facility shall vest with LESSEE. Upon expiration of the term of this Agreement (or any extension thereof), or earlier termination as provided herein, and at COUNTY'S option, title to the Facility, except LESSEE'S coaxial cable, radios, radio equipment, shelter, antennas, and other similar electronic equipment ("LESSEE'S Owned Facilities"), thereon shall pass to COUNTY and LESSEE shall execute whatever documents are reasonably requested by COUNTY to evidence such passing of title. Notwithstanding the foregoing, LESSEE shall remove LESSEE'S Owned Facilities within sixty (60) days after 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 thirty (30) 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.

For purposes of this Agreement, coaxial cable, radios, radio equipment, shelter, antennas, and other similar electronic equipment shall not be a part of the Facility, and LESSEE shall retain title to such.

Upon completion of LESSEE'S removal of its Facility, LESSEE shall provide the COUNTY with written notice that said Facility has been removed and the Site restored to good condition.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **CONDEMNATION:** In the event the Building 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.

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

42. **ENTIRE AGREEMENT:** 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.

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

44. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided

within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.



Project: Verizon at Tajiguas Landfill  
APN: 081-150-021  
Folio: EU 3347  
Agent: JJS

**IN WITNESS WHEREOF**, COUNTY and LESSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

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

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

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

APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

"LESSEE"  
GTE MOBILNET of SANTA BARBARA, L.P.  
a California limited partnership,  
doing business as Verizon Wireless

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

By: Cellco Partnership  
Its: General Partner

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: \_\_\_\_\_  
Name: Robert F. Swaine  
Title: West Area Vice President, Network

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

APPROVED:

\_\_\_\_\_  
Ronnie Thompson  
Director of Employee University

APPROVED:

APPROVED AS TO INSURANCE FORM:

\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
John A. Forner  
Management Specialist/Risk Manager