

# COMMUNICATIONS SITE LEASE MT. BLACK JACK

**ISSUED BY:** Santa Catalina Island Conservancy (“**Landlord**”)  
Post Office Box 2739  
Avalon, California 90704

**ISSUED TO:** Port of Los Angeles (“**Tenant**”)  
425 South Palos Verdes Street  
San Pedro, CA 90731

**DATE:** May 9, 2018

## **RECITALS:**

Los Angeles County (the “**County**”) and Landlord have entered into a lease agreement (the “**Master Lease**”) for certain properties on top of Mt. Black Jack, Santa Catalina Island, having Assessor’s Parcel Number 7480-041-002 (“**Site**”) and incorporated herein by reference. The Master Lease provides that the County shall develop a communications site on the property and operate a communication tower (“**Tower**”) and ancillary building (“**Building**”) and facilities as a part of the County’s communication network. Landlord has the right to lease certain space on the Tower and in the Building to private parties, public agencies (other than Los Angeles County), and public utilities for the purpose of communications operations. This Communications Site Lease (“**Lease**”) is for that purpose and is consistent with the provisions of the Master Lease.

## **AGREEMENT:**

1. Description of Site. For and in consideration of the payment of the rents and other charges and of the performance of all of the covenants and conditions of this Lease by Tenant, Landlord leases to Tenant and Tenant leases from Landlord space on the Tower for: (i) one (1) six (6) foot Sinclair SV304-V antenna, and (i) one (1) 19”x24”x84” cabinet within the Building (collectively, the “**Leased Space**”), in their existing locations on the date hereof in the Building and on the Tower owned and operated by the County at the Site.

This Lease is granted for the following radio communication purposes only (“**Permitted Use**”):

Provide Land Mobile Radio (LMR) communications services

It is understood and agreed that Tenant’s ability to use the Leased Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the “**Governmental Approvals**”) that may be required by any Federal, State, County or Local authorities as well as a satisfactory building structural analysis which will permit Tenant use of the Leased Premises as set forth above. Landlord shall reasonably cooperate with Tenant in its effort to obtain such Governmental Approvals.

TRANSMITTAL 1

2. Term. Landlord **leases** the Leased Space on the Site to Tenant for one three (3) year term (“**Term**”), commencing on the day this Lease is fully executed (“**Commencement Date**”). No holdover after the term of this Lease expires under the foregoing provisions shall be deemed a renewal or extension. If Tenant remains in possession of the Site after the expiration of this Lease, this Lease shall be extended on a month-to-month basis, terminable by either party upon sixty (60) days prior written notice.

3. Rent. The monthly rent (“**Rent**”) for the Leased Space for the Term shall be Four Thousand Dollars (\$4,000) per month payable in advance, on or before the first (**1st**) day of each month without notice, demand or offset, in lawful money of the United States, at Landlord’s address for notices under this Lease. Landlord and Tenant acknowledge and agree that initial Rent payment(s) shall not actually be sent by Tenant until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Tenant shall send to Landlord the Rent payments for January 1 and February 1 by February 1. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Lease, the monthly Rent shall be increased by an amount equal to five percent (5%) of the Rent paid during the immediately preceding calendar year. Upon agreement of the parties, Tenant may pay rent by electronic funds transfer and in such event, Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

4. Quiet Possession. Upon paying the Rent and observing and performing all of the other material covenants, conditions and provisions on Tenant’s part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Space for the term hereof without hindrance of anyone claiming by, through or under Landlord.

5. Indemnification and Exculpation. Tenant acknowledges and agrees that the County is responsible for determining technical compatibility for systems located on the Site and for maintaining the Tower and complying with all federal, state and local laws, rules, regulations and orders applicable to the operation, management and maintenance of the Tower and the ancillary buildings and facilities and that Landlord shall have no responsibility therefore or liability for County’s failure to carry out the County’s responsibilities under the Master Lease. Landlord shall not be liable for any loss, cost, damage, injury or expense of any kind or character whatsoever to any person or property arising out of any breach of any term or condition of this Lease by Tenant or arising out of any use by Tenant of the Site or the conduct of Tenant’s business thereon or from any other cause whatsoever, unless caused by the gross negligence or willful misconduct of Landlord or Landlord’s employees, agents and contractors. Tenant hereby agrees to indemnify, defend and hold Landlord and the County harmless from all fines, claims, losses, costs, expenses, liabilities, damages and judgments to the extent arising from any breach of this Lease by Tenant, from any act or omission on or near the Site by Tenant or Tenant’s representatives, from Tenant’s or Tenant’s representative’s negligence or willful misconduct unless caused by Landlord’s or County’s gross negligence or willful misconduct, and from all subrogation claims of Tenant’s insurers. Defense shall be by counsel reasonably approved by Landlord. It is intended that Landlord and the County

be exculpated from liability for ordinary negligence. Nothing herein is intended to make Landlord or the County liable for the negligence of the other.

Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the gross negligence or willful misconduct of Landlord or its employees, contractors or agents.

Except for indemnification pursuant to this Paragraph 5 and Paragraphs 7 and 27 below, neither party shall be liable to the other, or any of their respective agents, representatives, 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.

6. Insurance. Tenant shall at its expense, maintain insurance reasonably satisfactory to Landlord but in no event less than:

(i) Commercial general liability insurance insuring Tenant against liability arising out of this Lease and/or the use and occupancy of the Site and all areas appurtenant thereto by Tenant, in the amount of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and aggregate. The policy shall insure against hazards affecting the Site and Tenant's operations thereon, together with contractual liability covering the indemnities contained in this Lease, subject to standard policy provisions and exclusions, and shall: (a) cover independent contractors, (b) include Landlord and the County as ~~an~~ additional insureds, (c) contain a cross-liability provision, and (d) contain a provision that the insurance as to which Landlord or the County is named as an additional insured is primary and noncontributing with any other insurance available to Landlord or the County as relates to Tenant's operations;

(ii) Business automobile liability insurance for owned, hired and non-owned vehicles with limits of not less than \$1,000,000 per occurrence and aggregate and including Landlord and County as additional insureds by endorsement; and

(iii) Worker's compensation in statutory amounts and employer's liability insurance with limits of not less than \$1,000,000.

All insurance policies shall be maintained in force with companies reasonably satisfactory to Landlord. Within thirty (30) days after execution of this Lease, Tenant shall deliver to Landlord certificates evidencing the existence of amounts and forms of coverage required hereunder, along with updated certificates provided to Landlord upon each renewal period. Such certificate(s) of insurance shall contain a provision that should any of the above insurance provided by the required policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions. Tenant, in accordance with the terms of this Lease, shall endeavor to provide thirty (30) days prior written notice of cancellation. Failure to provide such notice shall impose no obligation or liability of any kind upon Tenant.

Tenant shall, within ten (10) business days after the expiration of such policies, furnish Landlord with renewal certificates or "binders" thereof, without a lapse in coverage. Landlord may order such insurance at Tenant's cost if Tenant fails to provide Landlord with proof

of coverage within ten (10) business days after Landlord's request. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease.

Tenant and Landlord each waives all subrogation rights of its insurers against the other, their employees and agents.

7. Hazardous and Toxic Materials. Tenant shall not use, generate, manufacture, store or dispose of, on or about the Site, ancillary buildings and facilities or the tower or other property of Landlord, or transport to or from the Site, any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or any related materials or substances, including, without limitation, any substance defined as or included in the definition of "hazardous substances," "pollutants," "contaminants," "chemicals known to the state to cause cancer or reproductive toxicity" or other similar designations under any applicable federal, state, or local law, regulation or ordinance (collectively, "**Hazardous Materials**"). Notwithstanding the foregoing, Tenant may use, store, dispose of and transport, in accordance with applicable laws and regulations and in quantities customary and appropriate for Tenant's use at the Site, those items which are customarily used in connection with communications operations. If Tenant knows, or has reasonable cause to believe, that Hazardous Materials, or conditions involving or resulting from the same, have come to be located in, on, under or about the Site, Tenant shall immediately give written notice of such fact to Landlord. Tenant shall also give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given by Tenant to or received by Tenant from, any governmental authority, or persons entering or occupying the Site, concerning the presence, spill, release, discharge of, or exposure to any Hazardous Materials in, on, or about the Site caused by Tenant. Tenant shall indemnify, protect, defend, and hold Landlord and the County harmless from and against any and all losses (including losses of use or economic benefit or diminution in value) and/or damages, liabilities, assessments, lawsuits, judgments, costs, claims, liens, expenses, penalties, permits and reasonable attorney's and consultant's fees, to the extent arising out of or involving, any Hazardous Materials brought onto the Site by or for Tenant or under Tenant's control. Tenant's obligations hereunder shall include, but not be limited to the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including reasonable attorney's and consultant's fees and testing), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved. The provisions of this paragraph shall survive and remain in full force and effect after the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to the Hazardous Materials, unless specifically so agreed by Landlord in writing at the time of such agreement. Landlord represents it has not received any notice of, nor is it otherwise aware of any condition on, under or adjacent to the Site which requires the removal, remediation, restoration and/or abatement of Hazardous Materials.

8. Power Supply. Electrical power is provided to the Site by Southern California Edison Company ("**SCE**"). Auxiliary power is supplied to the Site by the County. Landlord and the County are not liable for any failure or disturbance in the power supply unless caused by the gross negligence or willful misconduct of Landlord, the County, or their respective agents, contractors and employees. Though power is provided and backed-up, its quality cannot be guaranteed. Tenant has the option, and is recommended to install power protection equipment for its own equipment. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Site in order for the utility company to provide service to Tenant. Landlord will not be

responsible for interference with, interruption of or failure, of such services to be furnished or supplied by Landlord, except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord’s employees, contractors and agents. Any special electrical requirements will be the responsibility of Tenant.

9. Telephone Service. Telephone service is available at the Site and any connection or use of such service shall be at Tenant’s sole cost and expense. Tenant shall not connect any telephone service without Landlord’s prior written approval, which approval Landlord shall not unreasonably withhold, condition or delay.

10. FCC and Code Requirements. Equipment and systems to be installed must meet all applicable FCC Rules and Regulations and must be “type accepted.” Equipment, accessories and systems to be installed by Tenant must be FCC licensed as applicable. Tenant shall hold a valid FCC license for the Permitted Use and for the duration of this Lease, including extensions thereof. In addition, Tenant shall comply with any and all other federal, state or local statutes, ordinances, rules, regulations, orders or requirements applicable to the installation, operation, management and/or maintenance of the Site, any and all equipment of Tenant installed on the Site, and/or Tenant’s operations on the Site. Copies of any documentation verifying or stating that legal requirements have been met shall be provided to Landlord as applicable.

11. Tenant Operational Frequencies. Tenant is permitted to transmit and ~~or~~ receive on the following frequencies:

FREQUENCY	MHZ	KHZ	POWER*
<u>Transmit:</u>			
1.	453.250		50 Watts
<u>Receive:</u>			
1.	458.250		

\*ERP in watts of RF power

The permission to operate on above frequencies has been given by Landlord under the condition that there shall be at no time any interference to Landlord or other third party frequencies. This permission has been granted in accordance with the stipulation in paragraph 13 below.

12. Installation. The installation of equipment by Tenant must comply with applicable governmental codes and shall be in accordance with engineering standards used by Los Angeles County Facility Management Department Telecommunications (**Exhibit A**). Special emphasis must be given to earthquake proofing of Tenant’s equipment as applicable. Tenant will reimburse Landlord for the expense of Landlord providing large and/or heavy equipment transportation to and from the, Site for Tenant’s activities in accordance with Landlord’s established reimbursement schedule.

13. Radio Frequency Compatibility. Equipment operated at the Site must be radio frequency compatible in order to avoid any interference between the different users. Before Tenant may actually install any new equipment, Tenant must perform at Tenant’s expense a study to determine

that Tenant's operations will not interfere with operation of the County and other then-existing tenants located at the Site

14. Unforeseen Interference. Even though Tenant installed Tenant's equipment in accordance with the County's requirements, problems could surface once operation begins. Should any interference or inter-modulation be found at the time of start-up, Tenant agrees Tenant must mitigate immediately or cease operation of the equipment causing such interference or inter-modulation. In such event, the County will assist Tenant in an attempt to correct the problem. However, Tenant agrees that Tenant has the ultimate and sole responsibility of controlling interference caused by Tenant's operations. In the event such interference can be controlled only by cessation of Tenant's operations on the Site, Tenant may terminate this Lease by sixty (60) days written notice to Landlord.

15. Frequency Changes. From time to time operating frequencies used by the County change, new frequencies are added or existing frequencies are deleted. In such cases, a new interference study may be performed by the County. As a result of such study, a redesign of the antenna installation and the related antenna radio frequency network may be required. Should interference occur as a result of a change in the County's frequencies used at the Site, Landlord shall use its reasonable efforts to resolve the issue including allocation of associated costs to insure that Tenant will only be required to make frequency or other changes when absolutely necessary and shall not be unfairly penalized.

16. Power Connections. Tenant shall connect its equipment with compatible plugs to outlets provided and corresponding to designated rack locations. The maximum size breaker that may be used at the Site is 20A, unless otherwise specified and agreed on by both Landlord and Tenant.

17. Site Security and Access. The Site will be locked for security reasons. Access by Tenant to Landlord's portion of the Building shall be by permission from Landlord for each entry during regular business hours ("Business Hours") only (8:00 a.m. – 5:00 p.m. Monday through Friday). Access during non-Business Hours shall be only by appointment made with Landlord and the County. Any such permission will only be given to a Tenant-approved representative upon evidence of such approval being presented to Landlord and upon evidence that such Tenant representative is covered by Tenant's current worker's compensation insurance policy. Contact for entry for routine maintenance and repairs shall be through Landlord at least five (5) business days prior to arrival upon each entry to the Site. Consideration will be taken for entry with less than five (5) business days' notice if emergency repairs are required. All Site visits shall require Tenant's approved representative to sign and date Landlord's visitor entry log. Said log shall be kept at the Site. Permission for entry shall not be unreasonably withheld or delayed and shall be given as soon as possible in the event of an emergency. No access to the Site shall be permitted without a representative of Landlord accompanying Tenant.

18. Tenant Approved Personnel. Each person working for Tenant either as employee or contractor must be approved for access to the Site by Landlord, which approval shall not be unreasonably withheld or delayed. A background check for such individuals may be made as deemed necessary by the County or Landlord. In order to avoid delay, Tenant shall provide a list of approved individuals to Landlord, and shall update this list as necessary from time to time. The County and Landlord reserve the right to deny access to any individual at any time. Tenant will reimburse Landlord for the expense of Landlord providing transportation and a representative to

accompany Tenant to the Site in accordance with Landlord's established reimbursement schedule, and as requested by Tenant's submission of the form, applicable generally to tenants at the Site.

19. Entry to Site. Upon entering the Site, the perimeter fence (fences) or the Building, Tenant's approved representative must notify immediately County Communications. During **Business Hours** Tenant's approved representatives shall notify the Test-board at the County's Eastern Avenue facility. At all other times or if the Test-board does not answer, Tenant's approved representatives shall call the County Operator. Detailed instructions for notification are posted next to the inside of the Building access door. Failure to comply with the foregoing shall result in a security forces response. The cost for such action may be billed to Tenant.

20. Security During Installation or Service. Site perimeter fence gates and Building doors shall be kept locked at all times. Unless space at the Site does not permit, any service vehicles used by Tenant's representative shall be parked inside the perimeter fence with the fence gate locked. While Tenant's representative are working inside the Building or equipment room, the access door shall be kept closed and, if feasible, shall be locked.

21. Visitors. Visitors are generally not allowed at the Site, but may be approved by Landlord under special conditions and only when accompanied by an authorized person approved by Landlord as provided herein. Contact for approval of Visitor entry shall be through Landlord no less than seven (7) business days prior to arrival upon each Visitor entry to the Site. Consideration will be taken for entry with less than seven (7) business days' notice if emergency repairs are required.

22. Housekeeping. Tenant shall maintain its equipment in good order and repair, reasonable wear and tear excepted. Work performed at the Site by Tenant for the purpose of operation, maintenance, repair or installation of its equipment shall be done in such manner that it causes no interference with existing operations. Major work, particularly involving installation of new improvements or modifications to existing installations, shall be pre-approved by the County and Landlord. If an unavoidable or unusual incident occurs involving damage to the Site or equipment, the County Test-board or Operator shall be notified immediately. Materials required by Tenant for its activities shall be secured within the Equipment Space. Such material must be identified as to ownership with the name of Tenant. After a given installation has been completed, material no longer required shall be removed from the Site immediately. If it is not so removed, the County and/or Landlord will remove such matter, dispose of it at its discretion and bill Tenant for the cost involved. At the end of each workday, Tenant shall leave the Site free of any trash or debris and dispose of same in an approved manner. Spare parts and equipment shall be identified and kept in the space assigned for this purpose if not stored within the Equipment Space. Excessive storage of spares and supplies is not permitted unless previously agreed to by Landlord.

23. Equipment Security. Tenant and/or Tenant's personnel shall not touch, operate, or manipulate in any way the equipment and associated items of other tenants at the Site. Landlord shall use its reasonable effort to insure that others do not touch, operate, or in any way manipulate Tenant's equipment except pursuant to Paragraphs 24 and 33 of this Lease. In the event that such non-permissible action occurs involving County equipment, Tenant shall notify the County Test-board at Eastern Avenue or the County Operator immediately.

24. Removal of Tenant's Equipment. Within one hundred twenty (120) days after the expiration or earlier termination of this Lease, Tenant will remove all of Tenant's above-ground

improvements and Tenant will, to the extent reasonable, restore the Leased Premises to its condition at the commencement of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Site any structural steel or any foundations or underground utilities. Tenant will reimburse Landlord for the expense of Landlord providing large and/or heavy equipment transportation to and from the Site in accordance with Landlord's established reimbursement schedule, and as requested by Tenant's submission of the form applicable generally to tenants at the Site. If upon the expiration or termination of this Lease Tenant does not remove all of its equipment and other material within such one hundred twenty (120) days, Landlord may, but shall not be required to, remove Tenant's equipment and other material at Tenant's expense. Landlord shall incur no liability for any damage to Tenant's equipment or other material during removal or storage unless caused by the gross negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors. If Tenant does not claim its equipment within such one hundred twenty (120) days after the expiration or termination of this Lease, Landlord may sell any or all of such equipment or other material at public or private sale, in such manner and at such times and places as Landlord, in its sole discretion, may deem proper, without notice to or demand upon Tenant for the payment of all or any part of such charges or the removal of any such equipment or other materials. Landlord shall apply the proceeds of such sale first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the cost of or charges for storing any such equipment or other material; third, to the payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

25. Conduct on the Site. Tenant shall comply with all reasonable rules and regulations that Landlord may issue from time to time in writing and of which Tenant is given notice. Tenant shall not litter or cause a nuisance or disturbance on or near the Site or use or permit the use of the Leased Space or the Site in any way that would constitute waste, nor shall Tenant permit any illegal or unlawful activities thereon.

26. Waiver of Landlord's Obligation. Landlord and the County are not responsible for power, noninterference, fans, temperature, moisture or other environmental conditions at the Site, except as otherwise provided herein.

27. Liens and Claims. Tenant shall keep the Site free from any liens or claims arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant or otherwise arising with respect to the Site, except from actions of Landlord. Tenant shall indemnify and hold harmless Landlord and the County from and against any such lien or claim or action thereon resulting from Tenant's acts or omissions. In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge or lien, within thirty (30) days' after its receipt of notice from Landlord to so do, Landlord may at its option pay and discharge the same and all costs and expenses incurred or paid by Landlord shall, upon demand, together with interest thereon at the maximum rate permitted by law but not exceeding eighteen percent (18%) per annum. Any default in such repayment shall constitute a breach of the covenants and conditions of this Lease. Nothing herein shall imply any duty on the part of Landlord to make any such payment and the payment thereof shall not constitute a waiver of Tenant's default hereunder for failing to make such payment.

28. Tax on Tenant's Property. Tenant shall be liable for and shall pay before delinquency all taxes or other impositions levied upon Tenant's leasehold improvements and equipment in or about the Site. If any such taxes are levied against Landlord or Landlord's property, Landlord shall provide a written notice to Tenant with copies of all assessment notices. If Landlord pays the same, or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such property of Tenant and if Landlord; pays the taxes based upon such increased assessment, Tenant shall pay to Landlord the taxes so paid by Tenant within thirty (30) days after Landlord's demand and reasonable supporting documentation; provided that unless demand is made on Tenant within twelve (12) months after Landlord pays such taxes, Tenant shall have no liability to Landlord therefor.

29. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, registered or certified mail, return receipt requested, or sent by overnight courier to the following addresses:

If to Landlord:            Santa Catalina Island Conservancy  
                                     P.O. Box 2739  
                                     Avalon, California 90704  
                                     Attn: Director of Property Management

If to Tenant:                Port of Los Angeles  
                                     425 South Palos Street  
                                     San Pedro, California 90731

Any notice or document shall be considered delivered upon receipt or refusal, if delivered as required herein to the parties hereto at the respective addresses set forth in this Lease or at such other addresses they may specify from time to time by written notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

30. Use of Landlord's Roads and Airport. Tenant shall have the right, at its own risk and peril, to use the existing private roads of Landlord between the Site and the City of Avalon (reserving unto Landlord the right to relocate such roads and to dedicate such roads to public use), and subject to the full compliance by Tenant to Landlord's then current regulations governing the use of said private roads including the purchase of a road permit card key may be required. Tenant shall have the right to use Landlord's private airport on the same basis as the general public subject to full compliance by Tenant to Landlord's then current regulations (of which Tenant is given written notice) governing the use of said private airport including payment of landing and parking fees. Such use shall be during Business Hours. Use at any other times by Tenant shall be approved in advance by Landlord as provided in this Lease.

31. Damage, Destruction or Eminent Domain. If the Site is damaged or destroyed or taken for public or quasi-public purposes by any lawful power or authority by exercise of the right of appropriation, condemnation, or eminent domain or sold to prevent such taking, and such damage, destruction or taking substantially interferes with Tenant's use of the Site, this Lease shall be terminated effective as of the date of such damage or destruction or the date possession is required to be surrendered. In the case of a taking by a lawful power or authority, the parties will each be

entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its communication facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery, any award for the "bonus value" of this Lease to be Landlord's property. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Site, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Site until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Site is completed.

32. Defaults. It is a default if:

(i) Tenant abandons or vacates the Site prior to termination of this Lease; or

(ii) Tenant fails to make payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of thirty (30) days after written notice from Landlord to Tenant; provided, however, that such notice shall be in lieu of and not in addition to, any notice required under California Code of Civil Procedure Section 1161. Tenant shall pay to Landlord as liquidated damages a late charge of five percent (5%) of the delinquent amount if any payment of Rent or other amount due Landlord is not paid within five (5) days of the date originally due; or

(iii) Tenant fails to comply with an express or implied obligation under this Lease, unless Tenant cures such failure as soon as reasonably possible and in no event later than thirty (30) days after receipt of notice concerning such failure; provided, however, that if more than thirty (30) days are required to cure such failure, then Tenant shall not be deemed in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion; and provided further, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161; or

(iv) (a) Tenant makes any general assignment for the benefit of creditors; (b) there is filed by or against Tenant a petition under any bankruptcy, insolvency, reorganization or other law for the relief of debtors (unless, in the case of a petition filed against Tenant, and the same is dismissed within sixty (60) days); (c) a trustee, receiver or custodian is appointed to take possession of substantially all of Tenant's assets located at the Site or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days but not later than (5) days prior to any sale thereof; (d) there is an attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Site or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days but not later than (5) days prior to any sale thereof; or (e) Tenant becomes insolvent as defined in the Bankruptcy Code or is not generally paying its debts as such debts become due.

33. Remedies. Landlord shall not be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if more than thirty (30) days are required to perform such obligation, then Landlord shall not be deemed in default if it shall commence such

performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

Upon default by Tenant, Landlord may terminate this Lease and all rights of Tenant hereunder. Upon termination, Tenant shall surrender possession of the Site to Landlord as provided in paragraph 24 above. Landlord may thereupon recover from Tenant any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, including, without limitation, all unpaid Rent due under this Lease, including, without limitation, the worth at the time of the award of the amount by which the unpaid Rent for the balance of the term after the time of the award exceeds the amount of such rental loss in the same period that Tenant proves could be reasonably avoided. Upon default by Tenant, Landlord, at Tenant's expense, may perform any of Tenant's obligations hereunder, without waiving Tenant's nonperformance and default. Tenant shall reimburse Landlord on demand for the costs thereof. All of Landlord's rights, options and remedies are cumulative, and no one of them excludes any others. Landlord's waiver of any breach of any term, covenant or condition in this Lease is effective only if in writing by Landlord, regardless of any practice between the parties, and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition. Neither Landlord's failure to insist on strict compliance with any term of this Lease, nor failure to exercise any right or remedy, nor acceptance of any funds hereunder, constitute a waiver or accord and satisfaction regardless of any statement to that effect.

#### 34. Assignment and Subletting.

(i) Tenant shall not, either voluntarily or by operation of law, assign, sell, sublet, license, encumber, pledge or otherwise transfer all or any portion of Tenant's rights to use and/or occupy the Leased Space, or the Site without Landlord's prior written consent in each instance, which consent may be granted or withheld in Landlord's sole and absolute discretion. Any transfer without Landlord's written consent being first obtained shall be voidable and constitute a default there under. Consent by Landlord to one or more transfers shall not operate to waive Landlord's rights under this Paragraph as to subsequent transfers. Notwithstanding Paragraph 34 (ii) below, no transfer, even with the consent of Landlord, shall release Tenant of its obligation to pay Rent or perform all of the other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be consent to any transfer.

(ii) (A) Notwithstanding (i) above, Tenant shall have the right upon notice to Landlord to assign, sell or transfer its interest in this Lease to Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Site is located by reason of a merger, acquisition; or other business reorganization. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. Any such transfer shall not relieve Tenant of ongoing liability under this Lease.

(B) In connection with a request for consent, Tenant shall provide current financial information concerning the proposed transferee, and Landlord shall be entitled to consider, among other relevant factors, the financial strength of the proposed transferee. Upon an assignment,

transfer or sale under this subparagraph (B) with Landlord's consent, Tenant shall be relieved prospectively only of all future performance, liabilities and obligations under this Lease.

(iii) Tenant agrees to reimburse Landlord for Landlord's reasonable costs and attorneys' fees incurred in conjunction with the processing and documentation of any such requested transfer. Landlord may elect to grant consent to transfer conditioned upon the payment to it of a transfer fee in such amount as Landlord, in its sole discretion, determines. Without limiting Landlord's absolute discretion as to the amount of such transfer fee, and solely for Tenant's information and with no intention to be bound, Landlord states that in connection with a sale of the business of Tenant which utilizes the Leased Space, a transfer fee equal to the ten percent (10%) of the gross consideration to be received by the Tenant in the sale is appropriate. Landlord's right to impose such a fee under this Paragraph shall not in any respect limit Landlord's absolute right to withhold its consent to any proposed transfer.

35. Payments. All payments required to be made by Tenant to Landlord are to be paid, without prior demand, without any set-off, deduction or counterclaim whatsoever, at the address for Landlord set forth on this Lease or at any other address as Landlord may specify from time to time by written notice. Any amounts overdue from Tenant hereunder shall accrue interest from the date due at a rate which is the maximum rate permitted by law but not exceeding eighteen percent (18%) per annum. If Tenant is late in the payment of Rent for two (2) consecutive months, Landlord may require Tenant to pay Rent in advance on a quarterly basis.

36. Relocation. Landlord shall have the right, at its option, upon at least twelve (12) months prior written notice to Tenant to relocate Tenant's communications facility and to substitute for the Site other space, provided that any substitute space is compatible for Tenant's operations in Tenant's sole discretion. Landlord shall pay the expenses reasonably incurred by Tenant in connection with such relocation.

37. Warranties. Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below. Landlord represents and warrants that: (i) Landlord has a valid leasehold interest in the Site; (ii) as long as Tenant is not in default hereunder (after notice and the expiration of applicable cure periods) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and non-exclusive possession of the Leased Premises; (iii) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) if the Site is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will request the lender to provide to Tenant a commercially reasonable Subordination, Non-Disturbance and Attornment Agreement as a condition of Tenant's subordination.

38. Termination. This Lease may be terminated, without penalty or further liability, as follows: by either party on sixty (60) days prior written notice, if the other party remains in default under Paragraph 32 and Paragraph 33 of this Lease after the applicable cure periods. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Tenant determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Tenant determines that any building structural analysis

is unsatisfactory; (v) Tenant determines that the Leased Premises is no longer technically compatible for its use, or (vi) Tenant, in its sole discretion, determines that the use the Leased Premises is obsolete or unnecessary, Tenant shall have the right to terminate this Lease. Notwithstanding the foregoing, this Lease shall automatically terminate upon the expiration or earlier termination of the Master Lease.

39. Miscellaneous.

a) In any action or proceeding instituted by either party arising hereunder or out of Tenant's use or occupancy of the Site or a default or alleged default hereunder by either party, the prevailing party's costs and expenses (including reasonable fees of attorneys and experts) will be paid or reimbursed by the unsuccessful party.

(b) Landlord may transfer, assign or convey any or all of its interest in the Site or its rights under this Lease. Upon transfer of its rights under this Lease, Landlord shall be freed and relieved of all obligations under this Lease accruing after the date of such transfer, assignment or conveyance.

(c) Time is of the essence of every provision of this Lease.

(d) California law governs this Lease.

(e) This Lease contains the entire agreement of the parties hereto with respect to any matters covered in this Lease. All covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of respective successors and assigns. No provision hereof may be modified or amended except by written agreement signed by the parties hereto or their respective successors in interest.

(f) If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law. However, if the invalid, illegal or unenforceable provision materially affects this Lease then this Lease may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(g) Although the printed portions of this Lease were prepared by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

(h) Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant.

(i) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Site based on the terms set forth herein. This Lease will become effective as a binding lease only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) This Lease may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(k) All indemnities and other provisions which must survive the expiration or termination of this Lease to give them their intended effect shall so survive.

IN WITNESS WHEREOF the parties hereto, have executed this Lease as of the day and year first above written.

SANTA CATALINA ISLAND CONSERVANCY

By \_\_\_\_\_  
Tony Budrovich

Print Name \_\_\_\_\_

Its \_\_\_\_\_  
CEO/President

Date:

APPROVED AS TO FORM AND LEGALITY  
9 / 13 20 18  
MICHAEL N. FEUER, City Attorney  
By \_\_\_\_\_  
Deputy City Attorney


PORT OF LOS ANGELES

By \_\_\_\_\_

Print Name \_\_\_\_\_

Its \_\_\_\_\_

Date:

Account #	54310	W.O. #	
Ctr/Div #	0640 / 0412	Job Fac. #	
Proj/Prog #			
	Budget FY:	Amount:	
0640	2018/2019	\$ 36,000	
0412	2019/2020	\$ 49,800	
0412	2020/2021	\$ 52,290	
0412	2021/2022	\$ 13,230	
For Acct Div. Use Only: Verified Funds Available			
 Date Approved 8/13/18			

## EXHIBIT A

### DECLARATION

BY THIRD PARTY LICENSEES OF SANTA CATALINA ISLAND CONSERVANCY  
("CONSERVANCY'S THIRD PARTY LICENSEES / TPLs")  
OCCUPYING THE COMMUNICATION BUILDING AND TOWER FACILITIES  
OWNED BY COUNTY OF LOS ANGELES ("COUNTY")  
AT **BLACK JACK MOUNTAIN COMMUNICATION SITE ("PREMISES")** WITH  
SANTA CATALINA ISLAND CONSERVANCY ("CONSERVANCY") AS  
THE LANDLORD

TO COUNTY OF LOS ANGELES INTERNAL SERVICE DEPARTMENT  
TELECOMMUNICATIONS BRANCH:

1. I understand that my organization is one of Conservancy's TPLs operating on County-owned facilities (building and tower) on land owned by the Conservancy at Black Jack Mountain Communication Site.
2. I acknowledge and confirm that a Technical Questionnaire has been completed and provided to the Conservancy listing all equipment proposed for installation on site. I will not locate, stage, or install any equipment on site unless approved by both the Conservancy and County.
3. All equipment installation on site including but not limited to work and safety clearances shall comply with local, state and federal ordinances, codes and regulations, including applicable planning and zoning ordinances, building codes, life and safety codes, electrical codes, FCC and Occupational Safety and Health Administration regulations.
4. I will comply with County's general **safety** and **non-interference** guidelines on Premises and am expected to follow best engineering and installation practices and observe generally accepted industry or original equipment manufacturer (OEM) standards in the design and implementation of my organization's communication systems and equipment.
5. My organization is using Motorola-R56 as **the electrical grounding system**. (Please if only one is applicable or list all).
6. My organization's adopted electrical signal **filtering standard**, is named and described as an analog system utilizing a high and low frequency pass filter (duplexer) for the Transmit and Receive channel, with dual circulators and an added narrow pass Transmit filter and Receive bandpass preselector.
7. I understand that proposed radio equipment to be installed on site by my organization will be combined (through the use of combiner, etc.) to the greatest extent feasible to minimize the number of antennas and ensure efficient use of tower space, and that County may require the rationale and support data be provided if combining is determined to be infeasible by my organization before the Technical Questionnaire is approved and before equipment can be installed on site.

8. Either my organization or County will **label** our communication cables and equipment for keeping order and increasing operational efficiency within County's Facilities.
9. I will post FCC licenses on site as well as an emergency contact person for my organization and his/her contact information.
10. I will not hold County or Conservancy liable for any engineering, operational or maintenance problem originated from my organization's use of the site, for equipment used or spaces occupied.
11. If my organization is proposing **to add or change equipment**, I shall give notice to Conservancy who shall in turn contact County to initiate a technical review to ensure technical compatibility of the proposal with existing incumbent equipment.
  - (a) I shall fill in a **Technical Questionnaire**, signed by the authorizing personnel of my organization, alongside with **non-refundable technical evaluation and administrative fees** of \$3,000 payable by check to County of Los Angeles Internal Services Department and deliver this application package to both the Conservancy and County as follows:

County of Los Angeles  
Internal Services Department  
Telecommunications Branch  
Attention: Branch Manager  
1110 N. Eastern Avenue  
Los Angeles 90063  
Reference: Black Jack Mountain Communication Site

- (b) If the above package of technical questionnaire and fees aforementioned are received and evaluated by County, County will advise the Conservancy if my organization's request is approved or disapproved, within a reasonable time frame and generally about 30 to 60 days. If there is a condition to County's approval, my organization is expected to comply with the condition before the installation takes place. By installing its equipment, my organization is confirming and certifying our equipment to be installed and used as exactly stated in the Technical Questionnaire, with full compliance to County's conditions for site utilization, without adversely impacting existing users or exceeding the design limits of the infrastructure of County's Facilities. An as-built equipment rack layout (i.e. elevation drawing) will be provided to County. All new installation and/or modification shall comply with all requirements of this Declaration.
    - (c) County reserves the right, at its sole discretion, to curtail additions or modification of any one of the rack/tower spaces if my organization's proposal cannot be accommodated by County's facilities as designed, or if the proposed use interferes physically, technically, or operationally with existing site users and uses. Any facility alteration necessary to accommodate my organization, including review of any modification plan, shall be at my organization's expense.

12. An equipment inventory list will be provided to County annually indicating the type of equipment, frequencies of operation and location of the rack space occupied. The annual inventory list shall be accompanied by a list (including descriptive narrative) of my organization's then current practice of electrical cable, grounding and RF filtering and other adopted standards, including national standards and industry acceptable original equipment manufacturer standards.

I understand the importance of operational safety and will hold true to my declaration  
aforementioned:

Third Party Licensee organization name: \_\_\_\_\_

Third Party Licensee department name: \_\_\_\_\_

Department manager's Name: \_\_\_\_\_

Print

Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office address: \_\_\_\_\_

\_\_\_\_\_

Office phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_