

LA HONDA FIRE BRIGADE

**COMMUNICATION PERMIT AGREEMENT
COUNTY LEASE NO. 1245**

1. PARTIES1

2. PURPOSE.....1

3. PERMITTOR.....1

4. USE.....1

5. PERMIT CONSIDERATION2

6. TERM2

7. ELECTRICAL POWER.....3

8. OPTION TO TERMINATE3

9. HAZARDOUS MATERIALS ACTIVITY4

10. NATURE OF PERMIT.....5

11 ACCESS5

12. ASSIGNMENT.....6

13. CLAIMS6

14. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS.....6

15. PERMITS.....6

16. MAINTENANCE6

17. ALTERATIONS OR ADDITIONS.....7

18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION/TERMINATION7

19. FIXTURES7

20. EQUIPMENT CONFLICT	7
21. TAXES.....	8
22. RIGHTS ON DEFAULT	9
23. LIABILITY -VANDALISM.....	9
24. MUTUAL HOLD HARMLESS.....	9
25. ENTRY BY PERMITTOR/PERMITTEE.....	10
26. HOLDING OVER	10
27. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO.....	10
28. NOTICE.....	11
29. ASSIGNMENT BY PERMITTEE	11
30. CONSENT	11
31. ENTIRE AGREEMENT.....	11
32. RESERVATIONS.....	12
33. LIENS	12
34. SAN MATEO COUNTY NO SMOKING ORDINANCE.....	12
35. NON-DISCRIMINATION	12
36. GENERAL PROVISIONS	13

**LA HONDA FIRE BRIGADE
COMMUNICATION PERMIT AGREEMENT
COUNTY LEASE NO. 1245**

1. PARTIES. This Permit, dated for reference purposes only, this _____ day of _____, 2002, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Permittee"), whose address is:

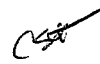
County of San Mateo
Real Property Division
County Manager's Office
455 County Center, 5th Floor
Redwood City, CA 94063-1663

And LA HONDA FIRE BRIGADE, INC ("Permitter"), whose mailing address is:

P. O. Box 97
La Honda, CA 94020

Both parties agree as follows:

2. PURPOSE. The purpose of this agreement is for the Permitter to provide the Permittee with adequate space so that the Permittee is able to construct and operate a public safety emergency communications system. The La Honda Fire facility is well located to provide a key location for the usefulness of the system. Permitter desires to grant use of the property as defined in further details as described in this agreement.

3. PREMISES. Permitter is the owner of that certain parcel of real property commonly known as the La Honda Fire Station APN 083-014-040 ("Property") 8945 La Honda Road which is located in the unincorporated area of the County of San Mateo, in the unincorporated town of La Honda, State of California. The Premises are located on the Property and consists of approximately 100 square feet of unimproved land, all as more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference. 

Permittee is hereby granted permission to use and occupy a portion of the Property, herein called the "Premises" for the installation, maintenance and operation of a public safety communication station, consisting of: (a) approximately 100 square feet of ground space for the installation of an outdoor communication equipment shelter, (b) space for Permittee's antennas adjacent to the Premises for the installation of antennas on a tower, and (c) space for cabling and conduit between the outdoor communications equipment and the antenna tower.

4. USE. Permitter hereby grants permission to Permittee to occupy the Premises for the installation, construction, maintenance, and operation of a communications facility. It is understood that the Permittee shall have reasonable access as set out in Section 11 (Access) herein, over Permitter's Property to reach the Premises. Permittee further agrees to provide communication

equipment rack space consisting of one half of a standard communication rack in the shelter for use by the Permitter when requested by the Permitter. Permitter shall be responsible for the installation, operation and maintenance of its equipment.

Permittee shall not do or permit anything to be done in or about the Property and Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. Permittee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Permittee cause, maintain or permit any nuisance in, on or about the Property and Premises. Permittee shall not commit or suffer to be committed any waste in or upon the Property and Premises.

Permitter makes no warranty as to the physical or legal condition of the Property and Premises or its suitability for Permittee's proposed use. Permittee acknowledges that it has investigated the physical and legal conditions of the Property and the Premises and its suitability for Permittee's use and that Permittee has accepted the Property and Premises in its "AS-IS" condition.

5. PERMIT CONSIDERATION. In consideration of using the property by Permittee, the Permittee will provide the Permitter with (1) mobile and portable radios to be used for Public Safety communication purposes and (2) communication equipment rack space in premises (shelter) consisting of one half of a standard rack.

6. TERM. Unless sooner terminated pursuant to the provisions herein, the Term of this Permit shall be as follows:

A. PRIMARY TERM. Unless sooner terminated pursuant to the provisions herein, the Term of this Permit shall commence within thirty (30) days following execution of this Permit by the Parties and shall extend for a maximum period of one hundred twenty (120) months.

B. EXTENDED TERM. Provided and on condition that this Permit has not been previously terminated pursuant to the provisions of this Permit, by operation of law or otherwise, and that Permittee is not in default at that time, then Permitter hereby grants Permittee the right and option to extend the Primary Term for one (1) additional term of one hundred twenty (120) month's duration.

Notwithstanding anything to the contrary in this Permit, Permittee's right to extend the Primary Term by exercise of the foregoing option shall be conditioned upon the following:

i. NOTICE: Permittee shall give Permitter written notice of its election to exercise its option at least ninety (90) days prior to the expiration of the Primary Term.

ii. **ASSIGNMENT:** If all or a portion of the Premises under this Permit has been assigned, this option shall be deemed null and void and neither Permittee nor any assignee shall have the right to exercise such option during the term of such assignment.

iii. **CONTINUOUS OPERATION:** Upon commencement of operations, Permittee must have been in continuous operation in accordance with Section 4 herein (Use) during the Primary Term in effect at the time Permittee exercises its option.

Permittee's right to exercise the option to extend the term of this Permit shall be subject to Permittee being in material compliance with all terms and conditions of this Permit, both at the time of Permittee's exercise of this option and at the time the extended term is scheduled to commence. This condition may be waived by Permitter at its sole discretion and may not be used as a means to negate the effectiveness of Permittee's exercise of this option.

7. **ELECTRICAL POWER.** Permitter shall be responsible for providing electrical power to the Property. Permittee shall be responsible for the costs of such power. Permittee shall install a separate electrical meter to measure the amount of power used and shall be the user of record for billing and related activities.

8. **OPTION TO TERMINATE.** This Permit may be terminated, without penalty or further liability, as follows:

A. **BY PERMITTEE.** The Permittee shall have the right to terminate this Permit at any time upon one hundred and eighty (180) days prior written notice to Permitter for any of the following reasons:

i. If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of Permittee's communications facility cannot be obtained, or is revoked, or if Permittee determines the cost of obtaining such approval is commercially infeasible, or

ii. If Permittee determines that the Property is not appropriate for operating its communication facility for technological reasons including, but not limited to, signal interference.

B. **BY PERMITTOR.** The Permitter shall have a one time right to terminate this permit, for any reason or no reason, at the expiration of the Primary Term. Said termination of this permit will extinguish the Permittee's right (option) to extend the permit term.

The Permitter shall also have the right to terminate this Permit at any time after the Primary Term upon one hundred and eighty (180) days prior written notice to Permittee only for any of the following reasons:

i. If Permittee's communication equipment causes interference with Permitter's communication equipment located on the Property and Permittee's communication equipment cannot

be corrected as defined in Section 20 herein (Equipment Conflict), or

ii. If Permittee remains in default under Section 22. B. herein (Rights on Default) of this Permit after the applicable cure periods.

C. NOTICE. Upon termination as provided for under the terms of Section 8A. herein (Termination by Permittee), or Section 8B. herein (Termination by Permitter), neither party will owe the other party any further obligation under the terms of this Permit, except as may otherwise be provided herein and except for Permittee's responsibility of removing all of Permittee's communications equipment from the Premises and/or Building and restoring the Premises and/or Building to its original condition, as near as practicable, save and except normal wear and tear and acts beyond Permittee's control.

In the event of any damage to, destruction of or condemnation of all or any part of the Premises which renders the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation. Permittee acknowledges that it has no property interest in the Premises and that Permitter alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises.

Upon the expiration or termination of this Permit for any reason, Permittee shall remove its equipment/property in accordance with Section 18, herein (Removal of Improvements upon Expiration/Termination) immediately (and in no event later than 30 days after termination) remove from the Premises the Equipment and any other property placed on the Premises by Permittee or any of Permittee's agents (as that term is defined in Section 17, herein (Alterations or Additions). Such removal shall be performed in such a manner as to not interfere with the continuing use of the Premises by Permitter and others.

9. HAZARDOUS MATERIALS ACTIVITY. Permittee shall not store, handle or generate hazardous materials/waste/underground tanks on the Premises unless Permittee has completed and filed a San Mateo County Hazardous Material Response Plan and Inventory with the San Mateo County Environmental Health Division. Permittee agrees to not bring any hazardous materials on to the Premises except for those contained in back-up power batteries (lead-acid batteries) and common materials used in telecommunications operations. Permittee will treat hazardous materials brought onto the Premises by it in accordance with all Federal, State and Local laws and regulations. In the event that Permittee does store, handle, or generate hazardous materials on the Premises, other than those allowed under this Permit, Permittee shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to Permitter under law, and as provided herein. Additionally, Permittee shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Premises that may be required in the event that Permittee does store, handle, or generate hazardous materials on the Premises, and shall relieve, indemnify, protect, and save harmless Permitter against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any such hazardous materials introduced to the Premises by Permittee.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

Permitter represents and warrants to Permittee that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Property or Premises, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Property. Permitter further represents and warrants, to the best of its knowledge, that there are no Hazardous Materials present in, on, under or around the Property or Premises in violation of any Applicable Law.

10. NATURE OF PERMIT. This Permit does not constitute the grant of a lease, deed, easement, or a conveyance or transfer of any property interest by Permitter.

11. ACCESS. Subject to Permitter's right to determine the allowable access route to the Premises, Permittee is granted permission to use existing roads for ingress and egress to the Premises over, upon, and across adjoining lands owned by Permitter as may be required for the purpose of erection, installation, maintenance, removal and operation of Permittee's communication facilities and other necessary appurtenances. Said rights for ingress and egress shall be over existing roads and parking lots to the greatest extent possible.

Permitter shall deliver to Permittee any necessary keys and combinations to facilitate Permittee's ingress and egress to and from the Premises. The rights of Permittee under this Section shall be limited to authorized employees or contractors of Permittee, Federal Communications Commission ("FCC") inspectors or persons under their direct supervision.

Notwithstanding the above, neither Permittee or Permitter or any employee, contractor or agent of either party shall allow any person to enter upon or climb on any tower located on the Premises without ensuring that such person is using appropriate preventive fall protection. In furtherance of and not in limitation of the foregoing, any employee, contractor or agent of Permittee ascending or descending a tower shall be positively attached to the tower by means of an OSHA approved device, which device may include, without limitation, (a) a fixed cable, (b) a retractable device or (c) a harness with two lanyards attached, and such employee, contractor or agent shall be trained in the property use of such device. Permitter makes no representation or warranty to Permittee as to the fitness of any such device for any particular use or purpose.

In an emergency (as determined by Permitter in its sole reasonable discretion), Permitter shall have the right to modify the Equipment for the purpose of eliminating or reducing, or

attempting to eliminate or reduce the emergency. Upon execution of this Permit, and at any time during the term of this Permit as requested by Permittor, Permittee shall deliver to Permittor all keys, combinations, and/or cards necessary to allow Permittor access to the Permittee's facility.

12. ASSIGNMENT. Permittee may not assign, sublet or otherwise transfer all or any part of its interest in this permit or in the Premises without the prior written consent of Permittor. Notwithstanding anything to the contrary contained in this Permit, Permittee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in the Equipment to any financing entity, or agent on behalf of any financing entity to whom Permittee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or respect to letters of credit, bankers acceptance and similar facilities or in respect guaranties thereof

13. CLAIMS. Permittee shall at all times indemnify and save Permittor harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

14. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. In the event of damage to or destruction of the Premises or any portion thereof by reason of the negligence or willful misconduct of Permittee, its agents, officers, employees or invitees, Permittee shall, within thirty (30) days, commence and diligently pursue to completion the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises at Permittee's sole cost.

15. PERMITS. Permittor acknowledges that Permittee will contact the appropriate governmental agencies for the purpose of obtaining all permits and approvals necessary for the construction, operation, and maintenance of Permittee's communication facility. Permittor agrees to fully cooperate with Permittee in obtaining the necessary permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the permits.

16. MAINTENANCE.

A. PERMITTEE'S RESPONSIBILITIES. Permittee expressly agrees to maintain the Premises as set out in Section 3 (Premises) at Permittee's sole expense, in a safe, clean, wholesome and sanitary condition, to the complete satisfaction of Permittor and in compliance with all applicable laws, rules and regulations.

Permittee shall not allow any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Premises. It is expressly understood that Permittor shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to the Permittee's Premises.

B. PERMITTOR'S RESPONSIBILITIES. Permittor shall maintain the Property and common areas in good repair and tenantable condition so as to minimize breakdowns and loss of Permittee's use of the Property caused by deferred or inadequate maintenance including, but not limited to generally maintaining the Property in good, vermin free operating condition and appearance.

17. ALTERATIONS OR ADDITIONS. Permittee shall not make, construct, install or suffer to be made any alterations, additions (including antennas, wires, supports, poles or towers) or improvements to or on the Premises, the antenna tower or any part thereof, without the written consent of Permittor first had and obtained. Permittee may exchange or replace the communication equipment located on the Premises which has been previously approved by Permittor with similar equipment of substantially the same (or smaller) size and weight. In the event Permittor consents to the making of any alterations, additions or improvements to the Premises by Permittee, the same shall be made by Permittee at Permittee's sole expense.

18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION/TERMINATION. Upon the expiration or termination of this Permit for any reason, Permittee shall immediately (and in no event later than 96 hours after termination) remove from the Premises the equipment and any other property placed on the Premises by Permittee or any of Permittee's Agents. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Premises by Permittor and others. Permittee shall, at Permittee's sole expense, repair any damage to the Premises, or any facilities or equipment on the Premises, caused by such removal. Upon any failure of Permittee to remove the Equipment and any other possessions of Permittee pursuant to this Section, Permittor shall have the option, but not the obligation, to remove the Equipment and store the Equipment, all at Permittee's expense. Any damages to the Equipment occasioned by such removal and storage are expressly waived by Permittee. Any Equipment so removed will be returned to Permittee upon payment in full of all removal and storage costs, plus an administrative charge equal to ten percent (10%) of the total of said removal and storage costs. Notwithstanding the foregoing, any Equipment not retrieved by Permittee within one hundred eighty (180) days after removal from the Premises by Permittor shall be deemed abandoned by Permittee and shall become the property of Permittor without further action by either party. Such abandonment shall not relieve Permittee of liability for the costs of removal and storage of the Equipment.

19. FIXTURES. Permittor covenants and agrees that no part of the improvements constructed, erected, or placed by Permittee on the Premises or other real property owned by Permittor shall be or become, or be considered as being, affixed to, or a part of Permittor's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of Permittor to covenant and agree that all improvements of every kind and nature constructed, erected, or placed by Permittee on the Premises or other real property owned by Permittor, shall be and remain the property of the Permittee except as provided in Section 17 herein (Removal of Improvement) of this Permit.

20. EQUIPMENT CONFLICT. Permittee agrees to use equipment of a type and frequency which will not cause interference with communications equipment currently under the operation and

control of Permitter or any other communications provider under an existing, (at the time of execution of this Permit) agreement with Permitter. If Permitter's or an existing communication provider's equipment causes interference which cannot be corrected, Permittee shall have the rights set forth in Section 7A. herein (Option to Terminate) of this Permit.

Permitter and Permittee and any other communication providers located on the Property shall cooperate to prevent communication equipment interference and/or conflict.

Permittee represents and warrants that its equipment will not cause interference to the equipment or operations of Permitter or any other Permittee or other user of the Property with rights in time prior to those of Permittee. Permittee agrees that it will not modify the equipment or change the frequency or frequencies within which its equipment is operated without the prior written approval of Permitter.

Permitter agrees that subsequent to the date of this Permit it will not knowingly lease or permit another person or entity to use the Premises if the proposed new user's signal or frequency, or the physical location of the equipment, would cause interference with the Permittee's equipment.

In the event Permittee has reason to believe that Permitter or a subsequent Permittee is causing interference with Permittee's frequency or signal or with the Equipment, Permittee immediately shall notify Permitter in writing of such belief. Permittee shall in no way interfere with, tamper with or modify any equipment on the Premises belonging to Permitter or any other Permittee user of the Premises. Notwithstanding the provisions of any section or other provision of this Permit, Permittee shall have the immediate right to terminate the Permit upon any violation by Permitter of this section. Upon notice of interference, Permitter agrees to take reasonable steps to eliminate, in a timely manner and without cost to Permittee, any interference with the Equipment caused by Permitter's or any of Permitter's users subsequent installation of equipment or machinery on the Premises, which steps may include, without limitation, enforcing provisions in any Permit or other agreement between Permitter and the person or entity causing such interference. If Permitter is unable to eliminate such interference with the Equipment within thirty (30) days after receiving notice of the interference, Permittee shall have the immediate right to terminate the Permit, and shall have no further recourse against Permitter.

21. TAXES.

A. REAL PROPERTY TAXES. Permitter shall pay all real property taxes, if any levied against the Premises. Permittee shall not be required to pay for any general and special assessments, if any assessed against the Premises during the term of this Permit.

B. PERSONAL PROPERTY TAXES. Permittee shall pay, or cause to be paid, before delinquency, any and all applicable taxes and assessments levied against Permittee's personal property located on the Premises. CJA

22. RIGHTS ON DEFAULT.

A. PERMITTEE'S DEFAULT. If Permittee vacates or abandons or does not use the Premises (it is hereby understood that the Premises and the Permittee's communication facility will be unmanned and unoccupied by any of Permittee's employees, however, if Permittee otherwise fails to use or occupy the Premises for thirty (30) consecutive days, such failure shall be deemed a vacation or abandonment), or fails to perform any obligation under this Permit, then unless Permittee promptly rectifies, or commences to rectify, the default, Permitter may, at Permitter's option, upon written notice to Permittee, take any or all of the following actions:

- i. Perform such obligation, in which event the cost thereof becomes immediately due and payable to Permitter; and/or,
- ii. Terminate this Permit.

If the nature of Permittee's default is such that more than thirty (30) days are reasonably required for cure thereof, then Permittee shall not be in default if Permittee shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

B. PERMITTOR'S DEFAULT. If Permittee is prevented from occupying the Premises in the manner and for the purpose authorized by this agreement after Permittee has complied with all requirements for such possession and use. Permitter shall not be considered to be in default under this Permit unless:

- i. Permittee has given notice specifying the default; and
- ii. Permitter has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within thirty (30) days.

23. LIABILITY - VANDALISM. Permittee agrees that Permitter shall not be responsible for any damage to Permittee's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

24. MUTUAL HOLD HARMLESS.

(A) It is agreed that Permittee shall defend, hold harmless and indemnify Permitter, its Officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property which result from the negligent acts or omissions of Permittee, its officers, agents and/or employees, in the performance of this Agreement.

(B) It is further agreed that Permitter shall defend, hold harmless and indemnify Permittee, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property which result from the negligent acts or omissions of Permitter, its officers, agents and/or employees, in the performance of this Agreement.

(C) In the event of the concurrent negligence of Permittee, its officers, agents and/or employees, and Permittor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned under "California's Theory of Comparative Negligence" as presently established, or as may be hereafter modified.

25. ENTRY BY PERMITTOR/PERMITTEE.

A. BY PERMITTEE. Permittee shall give ten (10) days advance written notice to Permittor prior to the commencement of Permittee's installation and construction of its communications facility. Thereafter, and subject to the provisions of Section 10 herein (Access) and Section 14 herein (Permits) of this Permit, Permittee has the right to enter the Premises at any time without prior notice being given to Permittor for the installation, construction, maintenance, operation, modification or addition of Permittee's existing communication facilities.

B. BY PERMITTOR. Permittor reserves and shall have the right to enter the Premises at any and all reasonable times, to inspect, same, supply any services to be provided by Permittor to Permittee hereunder, to show the Premises to any prospective purchasers or Permittees, to post notices of non-responsibility, and to alter, improve, repair or restore the Premises as Permittor may deem necessary or desirable, so long as Permittor does not unreasonably interfere with Permittee's operations. For each of the aforesaid purposes, Permittor shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Premises, excluding Permittee's vaults, cabinets, safes and files..

C. EMERGENCY - BY PERMITTOR. In the event of an emergency, Permittor shall have the right to use any and all means which Permittor may deem proper to gain entry to the Premises without liability to Permittor except for any failure to exercise due care for Permittee's property. Any entry to the Premises obtained by Permittor by and said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Permittee from the Premises or any portion thereof.

26. HOLDING OVER. In the event that Permittee, with Permittor's consent, holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Permittee continue to abide by all provisions of this Permit except those pertaining to the duration of the term of this Permit or any extensions thereof. Permittee's use and occupancy will continue from month-to-month, at will, until terminated by Permittor or Permittee by the giving of thirty (30) days written notice to the other. Nothing in this section is to be construed as a consent by Permittor to the occupancy or possession of the Premises by Permittee after the expiration of the term or any extension thereof.

27. AUTHORIZED REPRESENTATIVE OF THE PERMITTEE. The Assistant County Manager shall be the only authorized agent of the County of San Mateo for purposes of giving any notices or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit. This Permit shall not be valid unless executed by the President of the Board of

Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code. The Chief Information Officer of the County of San Mateo's Information Services Department shall be responsible for the day-to-day operations of Permittee's communication facility.

28. NOTICE. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Permittee: County of San Mateo, County Manager's Office
Real Property Services Division
455 County Center, 5th Floor
Redwood City, CA 94063-1663
Telephone: (650) 363-4047

Permitter: Larry Whitney, Chief of the La Honda Fire Brigade
8945 Highway 84
P. O. Box 97
La Honda, CA 94020
Telephone: (650) 747-0381

The address to which any notice or demand may be given to either party may be changed by written notice.

29. ASSIGNMENT BY PERMITTEE. The Permittee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Permittee's interest in this Permit or in the Premises without Permitter's prior written consent. Any assignment or encumbrance without Permitter's consent shall be voidable and, at Permitter's election, shall constitute a default. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section. Notwithstanding the foregoing, Permittee shall have the right to assign this Permit, without Permitter's consent to any organization, body or entity that provides similar public safety communications authorized by the Permit.

30. CONSENT. Whenever under this Permit the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or unreasonably delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

31. ENTIRE AGREEMENT AND BINDING EFFECT. This Permit and any attached exhibits, as signed by the parties hereto, constitute the entire agreement between Permitter and Permittee; no prior written promises, and no prior contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither

limit nor amplify the provisions of this instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Permitter and Permittee.

32. RESERVATIONS. This Permit shall at all times be subject to such rights-of-way for such sewers, pipe lines, conduits, and for such telephone, telegraph, light, heat or power lines, as shall have been duly established or as may from time to time be reasonably determined by Permitter.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, leases, easements or licenses of any kind whatsoever as the same appear on record in the San Mateo County Recorder's Office, or in the other public records of County. Permittee covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Premises and that the use of the Premises by Permittee shall at all times be conducted with proper regard for such rights, titles, interests and privileges.

33. LIENS.

A. Permittee shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Permittee.

B. If any lien is filed against the Property as a result of the acts or omissions of Permittee, or Permittee's employees, agents, or contractors, Permittee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Permitter within thirty (30) days after Permittee receives written notice from any party that the lien has been filed.

C. If Permittee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Permitter, Permitter may, at Permitter's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Permitter provided that such methods are specified in writing by Permitter to Permittee.

D. Permittee must pay on demand any amount paid by Permitter for the discharge or satisfaction of any lien, incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

34. SAN MATEO COUNTY NO SMOKING ORDINANCE. Permitter is aware that the County of San Mateo has adopted an Ordinance (No. 3239) which prohibits smoking in all County facilities whether owned or leased. Permitter understands that said Ordinance authorizes Permittee to enforce the provisions contained therein and Permitter agrees to allow the Permittee to enforce the provisions of said ordinance.

35. NON-DISCRIMINATION.

A. Each Party shall comply with section 504 of the Rehabilitation Act of 1973, which

provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or subjected to discrimination under this Agreement.

B. No person shall, on the grounds of race, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), physical disability, sexual orientation, Pregnancy, childbirth or related medical condition, marital status, or political affiliation, be subject to discrimination under this agreement.

C. Each Party shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Each party's equal employment policies shall be made available to the other party upon request.

36. GENERAL PROVISIONS.

A. COMPLIANCE WITH LAW. Permittee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation not in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use of occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permitter be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Permitter and Permittee.

B. RULES AND REGULATIONS. Permittee shall faithfully observe and comply with the rules and regulations that Permitter shall from time to time promulgate. Permitter reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Permittee upon delivery of a copy of them to Permittee. Permitter shall not be responsible to Permittee for the nonperformance of any said rules by any other Permittees or occupants, or the public.

C. AUTHORITY OF PARTIES.

i. Corporate Authority. If either party hereto is a corporation, each party executing this Permit on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of the corporation or in accordance with the by-laws of the corporation, and that this Permit is binding upon the corporation in accordance with its term.

ii. Partnership. If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.

D. OTHER TERMS. Clauses, plats, exhibits and riders, if any, initialed and dated by Permitter and Permittee and endorsed on or affixed to this Permit are a part hereof.

E. WAIVER. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

F. JOINT OBLIGATION. "Party" shall mean Permitter or Permittee; and if there be more than one Permittee or Permitter, the obligations hereunder imposed upon Permittees or Permitters shall be joint and several.

G. TIME. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

H. RECORDATION. Neither Permitter nor Permittee shall record this Permit, except that if either party requests the other to do so, the parties shall execute a short form memorandum hereof in recordable form.

I. WARRANTY OF TITLE AND QUIET ENJOYMENT. Permitter warrants that: (i) Permitter owns the Property in fee simple and has rights of access thereto; (ii) Permitter has full right to make and perform this Permit; and (iii) Permitter covenants and agrees with Permittee that upon Permittee observing and performing all the terms, covenants and conditions on Permittee's part to be observed and performed, Permittee may peacefully and quietly enjoy the Premises.

J. INABILITY TO PERFORM. This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permitter is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Permitter.

K. NEGATION OF PARTNERSHIP. Permitter shall not become or be deemed a partner or a joint venturer with Permittee by reason of the provisions of this Permit.

L. SALE OR TRANSFER OF PROPERTY AND PREMISES. In the event of any sale or transfer of the Premises, Permitter shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Permit arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer; and the purchaser or transferee, at such sale or transfer or any subsequent sale or transfer of the Property and Premises shall be deemed, without any further agreement between the parties or their successors

in interest or between the parties or their successors in interest or between the parties and any such purchaser or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Permittor under this Permit.

M. NAME. Permittee shall not use the name of the Premises or of the development, building or facility in which the Premises may be situated for any purpose other than as an address of the business to be conducted by Permittee in the Premises.

N. SEPARABILITY. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

O. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

P. SIGNS AND AUCTIONS. Permittee shall not place any sign upon the Property and Premises or conduct any auction thereon without Permittor's prior written consent.

Q. PROVISIONS, COVENANTS AND CONDITIONS. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

R. CAPTIONS, TABLE OF CONTENTS. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

S. PAYMENTS IN U.S. MONEY. Fees and all sums payable under this Permit must be paid in lawful money of the United States of America.

T. SINGULAR AND PLURAL. When required by the context of this Permit, the singular shall include the plural.

U. CHOICE OF LAW. This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.

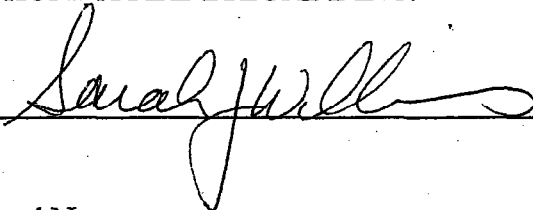
V. VENUE. The venue for any court action to interpret or enforce this Permit or to litigate any claim arising out of this Permit shall be had in State Court of the County of San Mateo.

IN WITNESS WHEREOF, Permittor and Permittee have executed this Permit as of the date and year first above written.

All parties executing this Permit acknowledge receipt of a copy thereof.

"PERMITTOR"

LA HONDA FIRE BRIGADE INC.

By: 

Printed Name:

Sarah Williams

Title:

President - La Honda Fire Brigade Inc.

Dated: Jan. 7, 2002

"PERMITTEE"
COUNTY OF SAN MATEO

By _____
Michael D. Nevin
President, Board of Supervisors

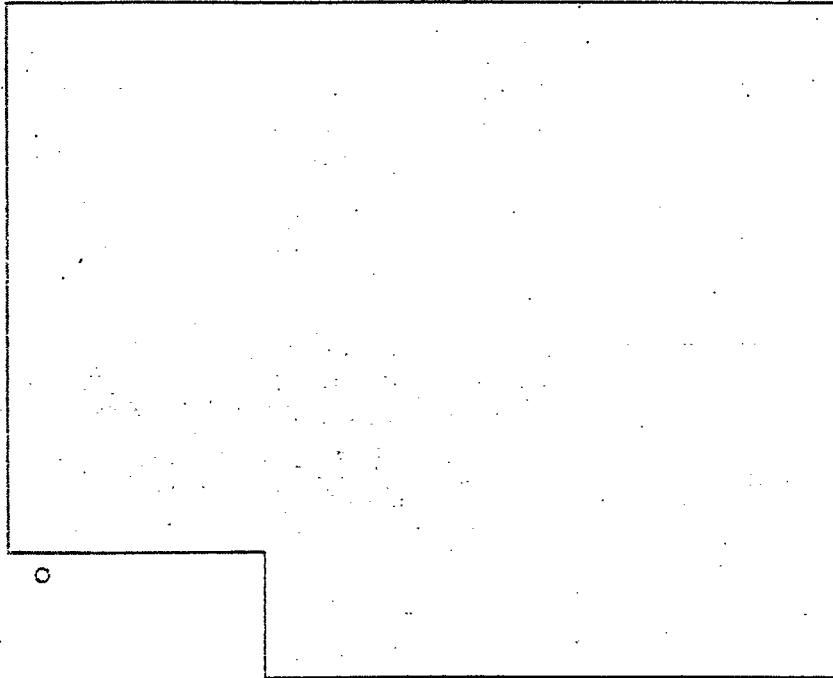
ATTEST:

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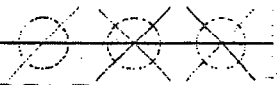
EXHIBITS

Exhibit A: Permittee's Site Plan

F.I.T.



PG&E

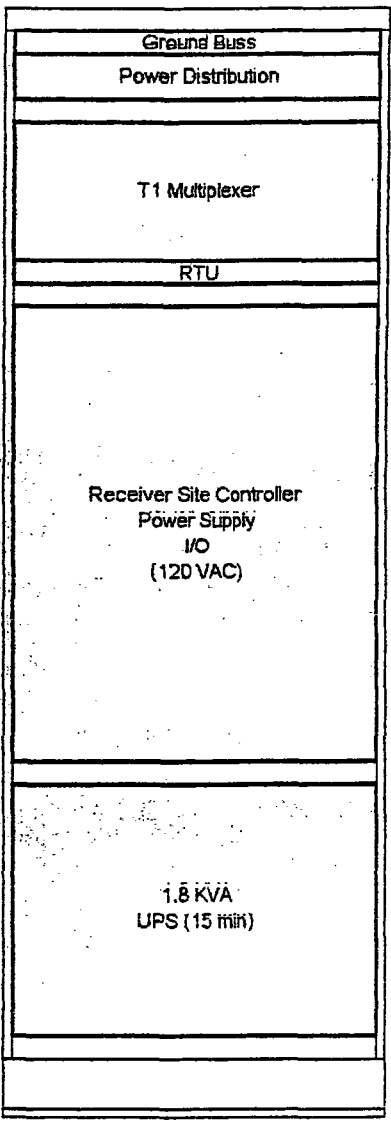
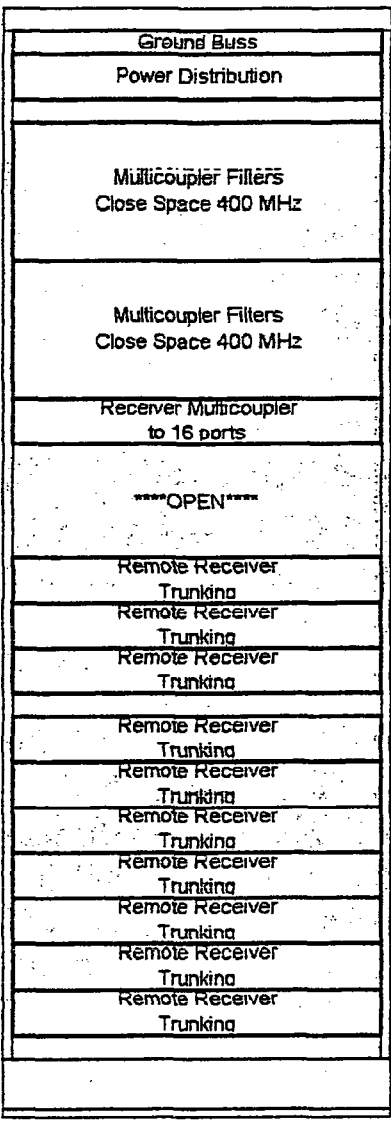


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 RACK B 2 of 3

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Power Consumption (includes M/W):
 Peak W: 1000
 Avg. W: 1000

Note:
 1. Vendor may use 120 VAC inverter to support AC components instead of UPS.

FIA FRANK THATCHER ASSOCIATES, INC.
 Telecommunications Consulting Engineers
 564 Market Street, Suite 612
 San Francisco, CA 94104

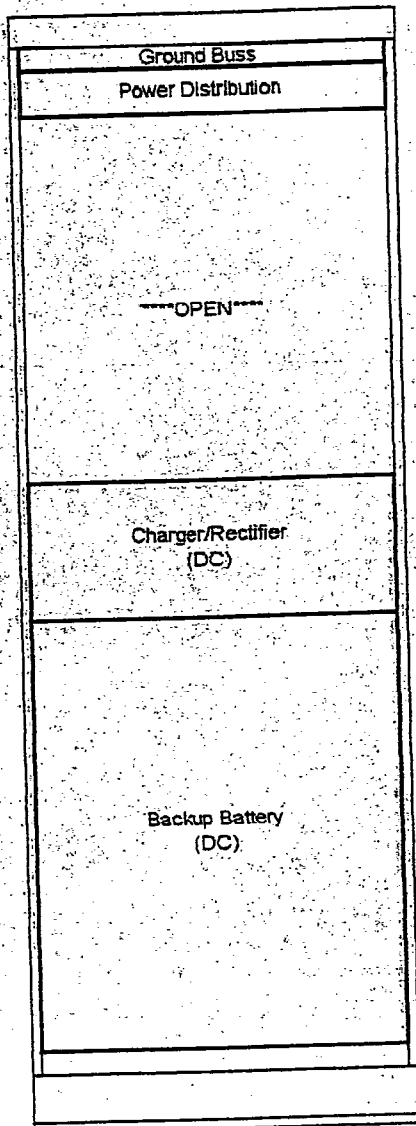
La Honda Fire Brigade
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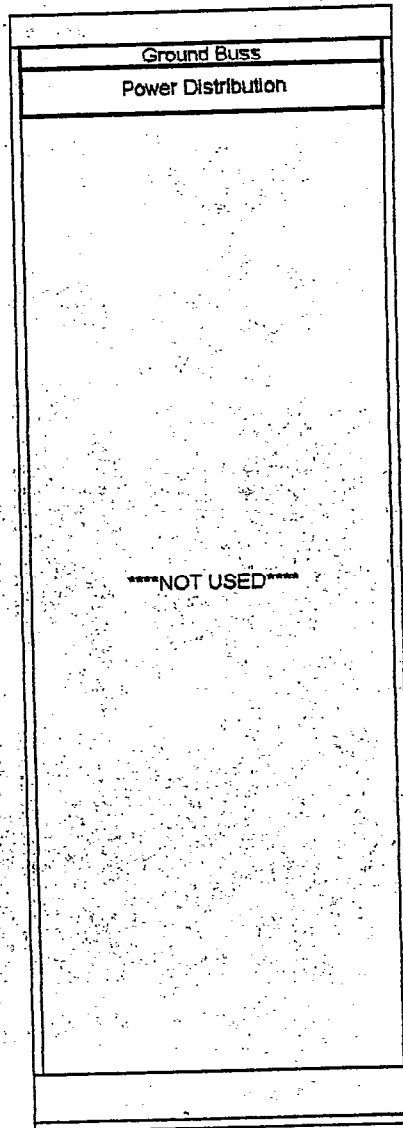
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FRANK THATCHER ASSOCIATES, INC.
 Telecommunications Consulting Engineers
 564 Market Street, Suite 612
 San Francisco, CA 94104

La Honda Fire Brigade

DRAWING

2

DATE: 8/09/00

Drawn by: GF