

**Montara Sanitary District Communication Site
Communications Lease Agreement
County Lease No. 1249**

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, by and between the MONTARA SANITARY DISTRICT, a political subdivision in the County of San Mateo, State of California, hereinafter referred to as "District" and COUNTY OF SAN MATEO, a political subdivision of the State of California hereinafter referred to as "County".

WITNESSETH:

WHEREAS, District owns a three-car garage located adjacent to its Administrative Offices at 8888 Cabrillo Highway, Montara, California, and further identified as Assessor's Parcel Number 037-310-010, and

WHEREAS, Sprint Spectrum, LP, a Delaware limited partnership, hereinafter referred to as "Sprint Spectrum", operates and maintains a communications facility in a portion of said garage together with an appurtenant monopole antenna structure within and upon District's property; and

WHEREAS, District's agreement with Sprint Spectrum provides that other parties including business enterprises may jointly use the monopole antenna structure; and

WHEREAS, County owns real property identified as Assessor's Parcel Number 037-310-030 which adjoins the District property identified above; and

WHEREAS, District is agreeable to allow the County to lease its real property identified above for County communication purposes and District hereby authorizes County to lease said real property and improvements hereinafter described upon the terms and conditions as set out in this agreement; and

WHEREAS, County is agreeable to allow the District to lease its property identified above for District purposes and County hereby authorizes District to lease said real property upon the terms and conditions set out in this agreement:

NOW, THEREFORE, it is mutually agreed as follows:

1. DESCRIPTION AND USE OF DISTRICT PROPERTY. District owns all that certain real property located in the unincorporated Montara area of the County of San Mateo, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("District Property"). Said property is also identified as Assessor's Parcel Number 037-310-010. District hereby leases to County a portion of District Property, consisting of real property and improvements being a portion of the three-bay garage and a one hundred (100) square foot portion of land adjacent to the garage where the (1) antenna structure is located. District shall also permit County to use corridor space for underground conduits from the garage to the antenna, other necessary corridors for utilities and access rights for ingress, egress and parking, collectively referred to as the District Site. Hereinafter the term 'District Site' is

alternatively referred to as 'Leased Site(s)' where provisions of this agreement apply to both the District Site and the County Site (County Site is defined in Section 5). The District Site is more particularly shown on Exhibit "B" attached hereto and incorporated herein by reference. County is hereby authorized to install, operate, repair, maintain, replace, and modify communications equipment on the District Site, to provide public safety radio communications services. The District shall consent to the County's use of the existing Sprint Spectrum antenna structure. The District Site may be used by County for any lawful activity in connection with providing public safety radio communications services, including without limitation, the transmission and reception of radio communication signals on various frequencies and the construction, maintenance, and operation of facilities necessary for that purpose. County shall apply for all permits and other necessary approvals that may be required for any construction or modification in connection with the County's intended use of the District Site.

2. GARAGE JOINT USE. All of the County's communication equipment except the pole and antennas, shall be housed in said garage described below. District shall provide County one bay or approximately one hundred sixty (160) square feet, the middle section of said garage, to house equipment as shown on and listed on Exhibit B. County will have access through a separate entry within the garage for exclusive occupancy. County shall be responsible for installation, maintenance, operation, and replacement of equipment and utilities for its section of the garage. County acknowledges and agrees that the District may authorize others to use other portions of said garage provided that the use or uses provided under such other agreement(s) shall not obstruct or interfere with County use of the District Site. County acknowledges and agrees that its use of the District Site shall not obstruct or interfere with the District or other tenant uses of the District Site.

3. CO-LOCATION. District and County acknowledge that, subsequent to entering into this Agreement, District may enter into agreements with other telecommunication service providers for uses similar to County's and Sprint Spectrum's, for space in District's garage, identified above. Both parties acknowledge that if District enters into such agreements with others then the use or uses shall not conflict the County or Sprint Spectrum's use in contemplation of joint use by such other Licensee(s) with Sprint Spectrum's monopole antenna structure. District agrees that subsequent to the date of this agreement it will not knowingly lease or authorize another person or entity to use the District property identified above if the proposed user's signal or frequency, or the physical location of the equipment, would cause interference with the County's equipment. Any subsequent agreement entered into by District shall include a clause that prohibits any interference with County communication equipment. The County agrees that it will not sublease or in any way share occupancy of District site with any other user without the expressed written consent of the District.

Enforcement of this section does not prohibit assignments as allowed in section 16.

4. CONSTRUCTION ON DISTRICT SITE. County shall maintain, and operate on the District Site a public safety radio communications facility, including, but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements. In connection therewith, County may prepare, improve and alter the District Site for County's communications operations and install utility lines and transmission lines connecting antenna to transmitters and receivers. District shall review and approve within twenty (20) working days of

receipt of plans from County (subject to such reasonable revisions as District may require) all associated drawings and District Site plans. All of County's construction and installation work shall be performed at County's sole cost and expense and in a good and workmanlike manner, compatible with the architectural character of the District Site. Title to County's improvements and any equipment placed on the District Site by the County shall be held by County. All of County's improvements shall be deemed personal property. County shall remove all County facilities at its sole expense on or before the termination of this agreement.

5. DESCRIPTION AND USE OF COUNTY SITE. County owns all that certain real property located in the unincorporated Montara area of the County of San Mateo, California, more particularly shown on Exhibit "C" attached hereto and by this reference incorporated herein ("County Site"). Said property is also identified as Assessor's Parcel Number 037-310-030. Hereinafter the term 'County Site' is alternatively referred to as 'Permitted Site(s)' where provisions of this agreement apply to both the County Site and the District Site (District Site is defined in Section 1). District is hereby authorized to use the County Site for the purpose of parking (including any necessary or convenient paving), storage, landscaping, and other lawful uses. District shall apply for all permits and other necessary approvals including an encroachment permit from the Public Works Department of the County, which may be required for any construction or modification in connection with the District's intended use of the County Site. The approval of an encroachment permit by Public Works shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

6. INCOMPATIBLE USE. Neither party shall do or permit anything to be done in or about the Permitted Sites, nor bring or keep anything thereon which will in any way increase the existing rate of or affect any fire insurance or other insurance upon the Permitted Sites or any of the contents, or cause cancellation or any insurance policy covering the either Permitted Site or any part thereof or any of the contents. Neither party shall allow the Permitted Sites to be used for any improper, immoral, unlawful or objectionable purpose, nor shall either party cause, maintain or permit any nuisance in, on or about the Permitted Sites covered by this Agreement. Neither party shall commit or suffer to be committed any waste in or upon the Permitted Sites.

7. MUTUAL CONSIDERATION. The promises and covenants given by each of the parties herein to the other are deemed to be full consideration for the promises and covenants given by the other party herein.

8. TERM. (a) Other than as provided in Section 9 (Early Termination) or Section 10 (Default/Remedies), the term of this lease agreement shall commence upon the execution by both parties and shall continue for a period of ten (10) years and expiring upon the last day of the 10th year thereafter, unless sooner terminated as provided herein: (b) each party is hereby granted an option to extend and renew this lease (the "Option") for a period of ten (10) years, provided that the party exercising the Option shall not be in default at any time during the last six months of the first term of the lease and that notice of the exercise of the Option is given by first class mail, postage prepaid, to the other party, at least sixty (60) days prior to the expiration of the first term of this lease. The exercise of the Option by one party shall extend and renew the lease on the District Site and on the County Site. Notwithstanding anything to the contrary, the Option must be approved by both parties to this Lease Agreement. Approval of the extension and renewal of the Lease Agreement by the District shall be pursuant to and in accordance with the procedure set forth by Section 6514.1 of the Health and Safety Code.

9. EARLY TERMINATION. Notwithstanding the provisions of Section 8 (Term) or Section 10 (Default/Remedies), either party may terminate this agreement without further liability to the other party at any time upon one hundred and eighty (180) days written notice for any of the following reasons:

A. Either party is unable to, through no fault of its own, maintain permits or other approvals necessary to the construction or operation associated with the intended use, or

B. Either Party is unable to occupy or utilize its Permitted Site due to a ruling or directive of any body, governmental or regulatory agency having jurisdiction.

10. DEFAULTS, REMEDIES; IMPOSSIBILITY OF PERFORMANCE. (a) The occurrence of any of the following shall constitute a default by either party under this agreement:

A. Either party's failure to perform any obligation under this Agreement if the failure continues for sixty (60) days after the date of delivery of written notice of such failure from the other party; or

B. Either party's abandonment of the Permitted Site while in default of any provision of this lease;

C. To the extent permitted by law, a general assignment by either party or any Guarantor of the Agreement for the benefit of creditors; or

D. Any execution or judicially authorized seizure of all or substantially all of the assets of either party which are located on the Permitted Sites, or of its interest in the agreement, unless such seizure is discharged within thirty (30) days; or

E. The committing of waste by either party on the Permitted Sites.

If the nature of any default is such that more than thirty (30) days are reasonably required for cure thereof, then neither party shall be in default if the party commences such cure within said thirty (30) days and thereafter diligently prosecute such to completion.

Upon the occurrence of a default by either party and after expiration of applicable cure periods, either party shall have the right to pursue any remedies now or which may hereafter become available to either party, at law or in equity.

Either party may terminate this agreement and recover possession of the Permitted Site. Upon termination, either party shall immediately surrender the Permitted Site to the other party.

(b) In the event that either party is not able to obtain all necessary permits and approvals to lawfully occupy and use the intended sites, this agreement shall terminate without any further liability to either party.

11. CONDITION OF PREMISES UPON TERMINATION. Upon termination of this agreement, the parties, at their sole cost and expense shall remove all items or material installed in connection with the intended use of the Permitted Sites, and return the Permitted Sites to the owner as nearly as possible in the condition in which it existed upon the commencement date of this agreement, reasonable wear and tear excluded.

12. UTILITIES/SERVICES PROVIDED. County shall make arrangements for and pay for janitorial services, if County requires same. County shall make all arrangements for and pay for electrical and telephone furnished to or used by it at the District Site, including connection charges. If necessary, County will have a meter installed at the District Site at County's expense and for County's utility use. The cost of such meter may install or improve existing utilities servicing the County's Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the communication facility.

The County is authorized to connect its communications equipment to the District's emergency generator and draw emergency power at such times as said generator is producing excess power, over and above that required to run the District's needs at the property. Said installation and connection by County shall be in accordance with Section 4 (Construction on District Site) of this Agreement. If the County elects to connect to the District's emergency power system, the County will pay to the District one-third the cost of fuel consumed by the emergency generator. County shall have no responsibility to provide utility services or any other service to the County Site.

13. ROUTINE MAINTENANCE. By each party taking possession of its Permitted Site, the parties shall be deemed to have accepted its Permitted Site as being in good, sanitary order, condition and repair. Either party shall, at its sole cost and expense, keep its Permitted Site and every part thereof in good condition and repair, damage thereto from causes beyond the reasonable control of the party in possession, ordinary wear and tear excepted. In the event County wishes to trim trees on the District Site near the antenna for the purpose of reducing signal interference, District will be contacted and arrange for a certified arborist to do the necessary trimming consistent with aesthetics and proper tree care, upon approval of the specifics by the District, and with any necessary permits from the County. The cost of this service will be paid by the County.

Both parties shall upon the termination of this agreement surrender the Permitted Site to the other party in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of the permitted party is excepted.

14. STRUCTURAL REPAIRS BY DISTRICT. Notwithstanding the provisions of Section 13 (Routine Maintenance), District shall repair and maintain the structural portions of the District Site including the roof, and electrical systems, installed or furnished by District, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by County, its agents, servants, employees or invitees, in which case County shall pay to District the reasonable cost of such maintenance and repairs. District shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after notice to District by County of the need of such repairs or maintenance.

15. ASSIGNMENT. Upon written notice from either party to the other party, said party may assign this agreement at any time during the Term to another public agency providing the same service and assignee shall assume in writing all of the other party's obligations under this agreement. Except as provided hereinabove, neither this agreement, or any rights hereunder,

shall be transferred or assigned by either party to any other person or entity, other than stated above, nor shall either party permit the use of any portion of the Permitted Site by others without the written consent of the party owning the Permitted Site having first been obtained, which consent shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

16. ACKNOWLEDGEMENT OF TITLE. It is understood and agreed that either party by the execution of this agreement and by the use of the Permitted Site, has not acquired and shall not acquire any right or claim to the use of the Permitted Site beyond that specified herein.

17. TAXES. If so required, either party shall pay all taxes assessed against its respective property, and any possessory interest hereunder. Each party represents and warrants that it is currently exempt from all real property taxes.

18. MUTUAL HOLD HARMLESS.

A. It is agreed that County shall defend, hold harmless and indemnify District, 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 County, its officers, agents and/or employees, in the performance of this Agreement.

B. It is further agreed that District shall defend, hold harmless and indemnify County, 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 District, its officers, agents and/or employees, in the performance of this Agreement.

C. In the event of the concurrent negligence of County, its officers, agents and/or employees, and District, 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.

19. GENERAL LIABILITY INSURANCE, COUNTY. The County is presently self-insured in the amount of \$250,000 each occurrence giving rise to personal injury and property damages liabilities for which County could be held responsible. In addition, County presently has in force excess insurance in the amount of \$1,750,000 per occurrence with an annual aggregate. Said self-insurance and excess insurance provide coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of County, its officers, agents, contractors and employees, while on the Premises. County upon request of District shall furnish District with a Certificate of Insurance which shall provide that District would receive ten (10) days' prior notice of cancellation, change in scope or modification in coverage of such coverage. Nothing herein shall be interpreted to require County or its insurer to provide a defense for, to provide insurance for, or to indemnify District except as may be otherwise required by law.

20. GENERAL LIABILITY INSURANCE, DISTRICT. The District is presently insured in the amount of \$1,000,000 each occurrence giving rise to personal injury and property damages liabilities for which District could be held responsible. Said insurance provides coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of District, its officers, agents, contractors and employees, while on the Premises. District upon request of County shall furnish County with a Certificate of Insurance which shall

provide that County would receive ten (10) days' prior notice of cancellation, change in scope or modification in coverage of such coverage. Nothing herein shall be interpreted to require District or its insurer to provide a defense for, to provide insurance for, or to indemnify County except as may be otherwise required by law.

21. HAZARDOUS MATERIALS ACTIVITY. Neither party shall store, handle or generate hazardous materials/waste/underground tanks on the Permitted Sites unless that party has completed and filed a San Mateo County Hazardous Material Response Plan and Inventory with the San Mateo County Environmental Health Division. Both parties agree to not bring any hazardous materials on to the Permitted Sites except for those contained in back-up power batteries (lead-acid batteries) and common materials used in telecommunications and sanitary sewer treatment operations. Both parties will treat hazardous materials brought onto either Permitted Site by it in accordance with all Federal, State and Local laws and regulations. In the event that either party does store, handle, or generate hazardous materials on the Permitted Site, other than those allowed under this Agreement said party shall be deemed to be in breach of this Agreement and shall be subject to such remedies as are available to the other party under law, and as provided herein. Additionally, said party shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Permitted Site that may be required in the event that said party does store, handle, or generate hazardous materials on the Permitted Site, and shall relieve, indemnify, protect, and save harmless the other party 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 either Permitted Site by said party.

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.

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

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

In the event of damage to or destruction of the County property or any portion thereof by reason of the negligence or willful misconduct of District, its agents, officers, employees or

invitees, District shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction necessary to permit full use and occupancy of the County Site at District's sole cost.

23. PERMITS. Both parties acknowledge that each will contact the appropriate governmental agencies for the purpose of obtaining all permits and approvals necessary for the construction, operation, and maintenance of its owned or Permitted Site. Both parties agree to fully cooperate with the other party 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.

The parties hereto recognize and acknowledge that District may seek to expand or otherwise modify the uses it is currently making of District Property, and to construct improvements in connection therewith, at sometime in the future, and recognize that any such expansion or modification of use and construction of improvements, may, among other things, require various permits from the County and/or other jurisdictions, and may require the demonstration by District that it has adequate available parking to serve the expanded or modified use. County agrees that the County Site may be used to provide some or all of such required parking provided that all required permits are obtained, and further provided that the County may condition any required County permit to ensure that required parking to serve the expanded or modified use remains available for the term of the permit.

24. ACCESS. Subject to District's right to determine the allowable access route or utility corridors on the District Site, the County is granted permission to use existing roads, parking lots and driveways for ingress and egress to the District Site or across other property owned by District as may be required for the purpose of erection, installation, maintenance, removal and operation of County's communication facilities and other necessary appurtenances, and for telephone lines and power lines used in connection with the County's use. Said rights shall be over existing roads, driveways, parking lots or unimproved areas to the greatest extent possible.

District shall deliver to County all necessary keys or combinations to any locked gates or facilities so that the County has full access to the District Site. The rights of the County under this Section shall be limited to authorized employees or contractors of the County, Federal Communications Commission ("FCC") inspectors or persons under their direct supervision.

Notwithstanding the above, if County has equipment on the District Site, then County access to the facility will be subject to and limited by any reasonable security procedures instituted by District for the protection of its Property; however, County shall never be unreasonably denied access to any facility housing its Equipment.

In an emergency (as determined by District in its sole reasonable discretion), District shall have the right to modify the District Site for the purpose of eliminating or reducing, or attempting to eliminate or reduce the emergency. Upon execution of this Agreement, and at any time during the term of this Agreement, if District modifies said Site and changes the locks, it shall deliver to County all keys, combinations, and/or cards necessary to allow County access to the District Site.

25. CLAIMS. Both parties shall at all times indemnify and save the other party harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Permitted Site and from the cost of defending against such claims.

26. INSPECTION. Upon two (2) business days prior written notice, either party shall have the right at all times to enter upon the Permitted Sites to inspect the other party's facilities and determine whether the other party is in compliance with this agreement. District shall also have the right at any time to inspect the interior of County's space provided County's operations personnel are present and provided District has notified County as set forth above. Either party may contact Sprint Spectrum regarding problems or concerns associated with the antenna structure.

Both parties shall make its operations personnel available for said inspection within twenty-four (24) hours of verbal notice, unless a general emergency condition exists throughout the San Francisco Bay Area, in which case said personnel shall be available within forty-eight (48) hours of verbal notice.

27. REPAIRS. Both parties shall be responsible for any and all repairs or maintenance of the Permitted Site caused by the negligent, careless, or willful acts of the user, its employees, servants, or business visitors.

28. NOTICE. Any demand or notice which either party shall be required, or may desire, to make upon or give to the other shall be in writing and shall be delivered personally upon the other or sent by prepaid certified mail, addressed to the respective parties as follows:

DISTRICT: Montara Sanitary District
8888 Cabrillo Highway
P.O. Box 370131

Montara, CA 94037

Attn: District Manager

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

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

29. DESTRUCTION OF PERMITTED SITE. If either Permitted Site is destroyed or damaged so as to hinder the uses provided for in this Agreement, either party may elect to terminate this agreement as of the date of the damage or destruction by so notifying the other party no more than thirty (30) days following the date of destruction. In such event, all rights and obligations of the parties which do not survive the termination of this agreement shall cease as of the date of the damage or destruction.

30. INTERFERENCE. Other than specified elsewhere in this agreement, neither party shall use, allow or permit either Permitted Site or Property to be used in any manner which will limit, impair or restrict the use or operations of the other party or allow any use which could cause any destructive or conflicting interference with the other party's use of the Permitted Sites. In the event any harmful interference shall result from the operation of such transmitters, equipment, antennas, dishes or other equipment or devices to County's communications facility at the District Site, then District shall immediately cause such operations to cease until such interference is eliminated.

31. AUTHORIZED REPRESENTATIVE OF THE COUNTY. The Assistant County Manager shall be the only authorized agent of the County for purposes of giving any notices or exercising any rights, options, privileges, or obligations of the County under this agreement. This Agreement shall not be valid or have any legal effect unless executed by the President of the Board of Supervisors of the County pursuant to a Resolution adopted in accordance with the California Government Code. The Chief Information Officer of the County's Information Services Department shall be responsible for the day-to-day operations of the communication facility.

32. COMPLIANCE. Both parties represent and warrant that all operations they conduct in connection with the District Property and County Property meet all applicable state, federal, county and local codes and regulations. Both parties agree that it will conduct its operations in the future in accordance with all such codes and regulations. The parties agree that neither is required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering either Permitted Site from the other party in order for either party to construct, operate, maintain or access its Permitted Site.

33. RESERVATIONS. This agreement shall at all time 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 either party.

34. VANDALISM LIABILITY. Each party shall be responsible for any damage to its property due to vandalism, theft or natural disasters or for the cost of repair or replacement thereof.

35. LIENS. The Permitted Sites shall be kept free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of the Permitted Party. (As used in this paragraph the 'Permitted Party' is defined as the County in respects to the District Site and the District in respects to the County Site.) If any lien is filed against a Permitted Site as a result of the acts or omissions of the Permitted Party, or the Permitted Party's employees, agents, or contractors, the Permitted Party must discharge the lien or bond the lien off in a manner reasonably satisfactory to the other party within thirty (30) days after the Permitted Party has received written notice that the lien has been filed.

If the Permitted Party fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of the other party/property owner, that party/owner may, at its 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 the party/owner provided that such methods are specified in writing by the party/owner to the Permitted Party.

36. 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.

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

38. ENTIRE AGREEMENT AND BINDING EFFECT. This agreement and any attached exhibits, as signed by the parties hereto, constitute the entire agreement between the parties; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This agreement shall not be amended or changed except by written instrument signed by the parties hereto. Sections and captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this agreement shall be binding upon and inure to the benefit of successors and assigns of said parties.

39. RECORDATION. Neither party shall record this agreement.

40. CHOICE OF LAW. This agreement shall be interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written and have full power and authority to bind the principals to this agreement.

MONTARA SANITARY DISTRICT ("DISTRICT")

By: Kathryn V Slater-Carter

Printed Name: KATHRYN V SLATER-CARTER

Title: PRESIDENT

Date: Feb 7. 02

Witness/Attest:

By: Bob Ptacek

Printed Name/Title:

BOB PTACEK

SECRETARY

COUNTY OF SAN MATEO ("COUNTY")

By: _____

Jerry Hill, President
Board of Supervisors

Date: _____

Attest:

Clerk of the Board of Supervisors

EXHIBIT A

10

COMMUNICATIONS FACILITY LEASE AGREEMENT

Legal Description of DISTRICT'S Property

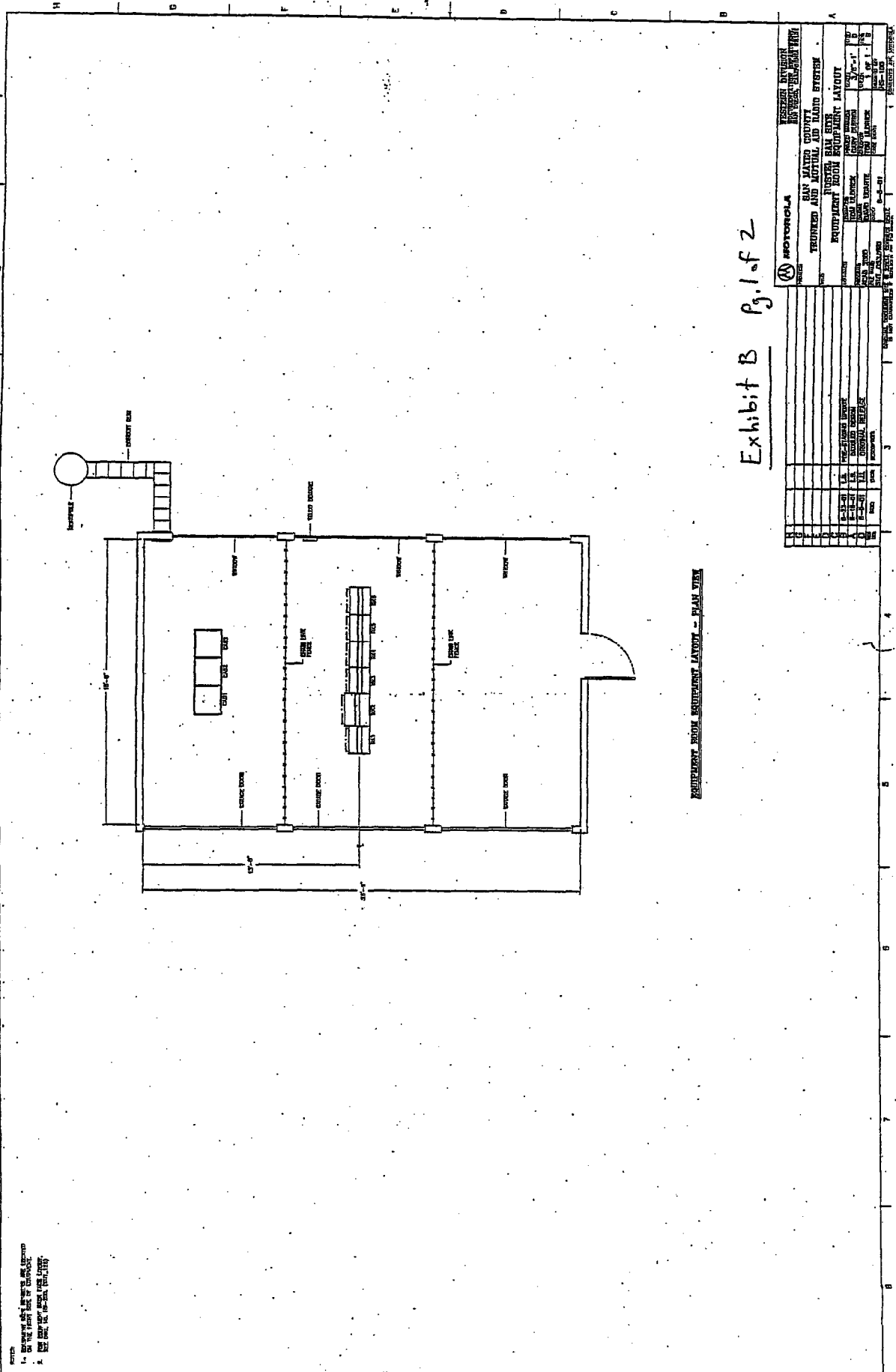
Site Name: Montara Sanitary

A parcel of land situated in the County of San Mateo, State of California, in the Rancho Corral de Terra, said parcel being a portion of the United States Light Station, Point Montara, California, and said parcel being also a portion of the Southerly 7.27 acres of that certain 11.80 acre tract of land conveyed by Victoriano Guerrero, sometimes called Victoriano Guerrero Palomares to the United State of America by Deed dated March 31, 1874, and recorded September 18, 1874, in Liber 23 of Deeds at Page 368, Records of San Mateo County, California, and the boundaries of said parcel being described as follows:

Beginning at a point on the easterly boundary of the above mentioned U.S. Light Station, said point of beginning being marked by a concrete monument with a bronze disc stamped "U.S.C.G.", said monument being South 1° 14' West 562.9 feet from an U.S.L.H. monument set at the Northeasterly corner of Light Station, and running thence from said point of beginning Southerly along the Easterly boundary of said 11.80 acre tract South 1° 14' West 937.1 feet to the Southeasterly corner thereof; thence Westerly along the Southerly boundary of said 11.80 acre parcel North 88° 46' West 165.58 feet; thence North 5° 46' West 944.1 feet; and thence South 88° 46' East 280.6 feet to the point of beginning.

DISTRICT Initials

LESSEE Initials



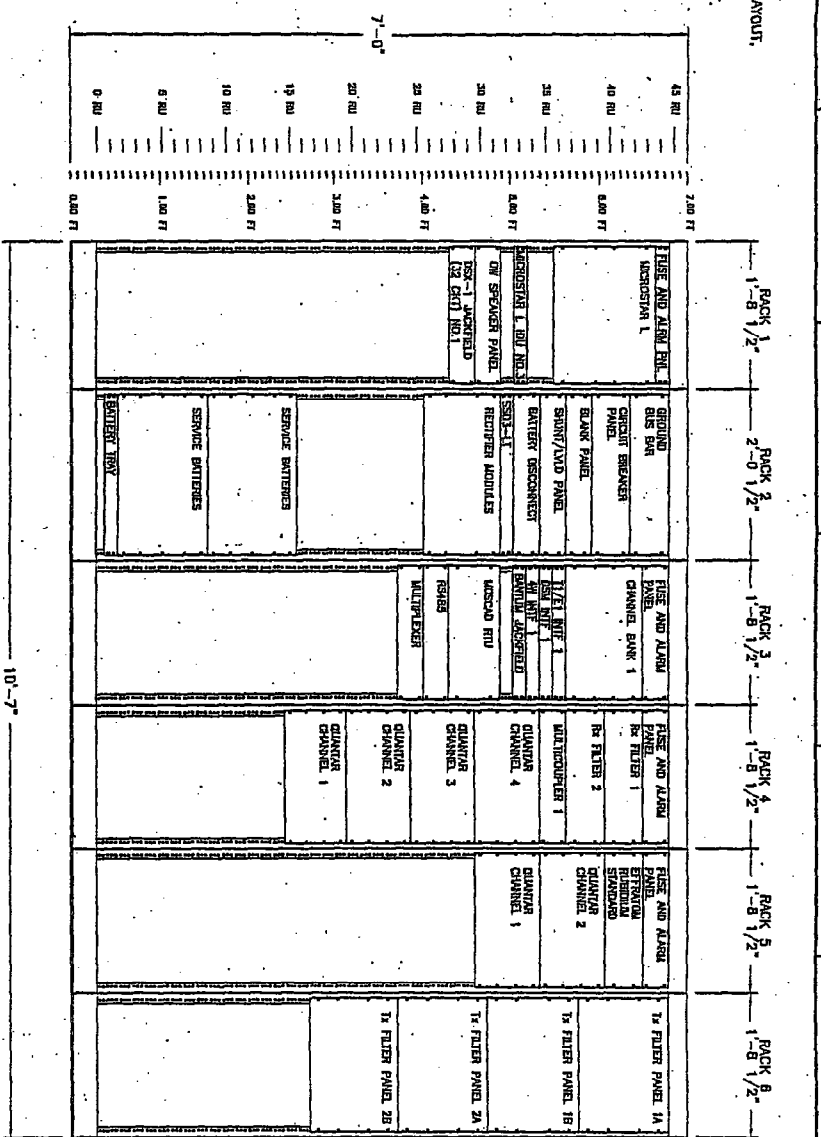
NOTES:
 1. ALL DIMENSIONS ARE GIVEN ON THE FRONT SIDE OF DRAWING.
 2. SEE DRAWING FOR ALL DIMENSIONS.
 3. SEE SPEC. FOR ALL MATERIALS.

EQUIPMENT ROOM EQUIPMENT LAYOUT - PLAN VIEW

Exhibit B Pg. 1 of 2

MOTOROLA FEDERAL BUREAU OF INVESTIGATION COMMUNICATIONS SECTION	
PROJECT:	BAN MATED COUNTY FURNISHED AND MUTUAL AID RADIO SYSTEM
DATE:	APRIL 1954
DESIGNER:	INDUSTRIAL BUREAU OF INVESTIGATION EQUIPMENT ROOM EQUIPMENT LAYOUT
CHECKED:	INDUSTRIAL BUREAU OF INVESTIGATION EQUIPMENT ROOM EQUIPMENT LAYOUT
APPROVED:	INDUSTRIAL BUREAU OF INVESTIGATION EQUIPMENT ROOM EQUIPMENT LAYOUT
SCALE:	AS SHOWN
NO. OF SHEETS:	1 OF 1
SHEET NO.:	1 OF 1
DATE:	APR 1954
BY:	INDUSTRIAL BUREAU OF INVESTIGATION EQUIPMENT ROOM EQUIPMENT LAYOUT

- NOTES:
1. FOR EQUIPMENT ROOM EQUIPMENT LAYOUT, SEE DWG. NO. HS-100. (SMI_053)
 2. CABLE TRAY IS LOCATED 7'-0" A.F.F.



REV	DATE	BY	DESCRIPTION
A	8-13-01	L.B.	ORIGINAL RELEASE
B			
C			
D			
E			
F			
G			
H			

MOTOROLA

SAN MATEO COUNTY
 TRUNKED AND MOTUAL AID RADIO SYSTEM
 HOSTEL SAM SITE
 EQUIPMENT RACK FACE LAYOUT

WESTERN DIVISION
 DOCUMENTATION DEPARTMENT
 SAN DIEGO, CALIFORNIA 92131

DESIGNED BY: GARY BORDONI
 DRAWN BY: GARY BORDONI
 CHECKED BY: TOLL LUDRICK

SCALE: 3/4" = 1'-0"
 SHEET: 1 OF 1

PROJECT: AUTOCAD 2000
 FILE NAME: SMI_126.DWG
 DATE PLOTTED: 8-2-01
 PLOT SCALE: 1/8" = 1'-0"

CONTENTS ARE UNOFFICIAL
 IF NOT DOCUMENTED BY REDUCED OR EXPANDED
 PROPORTION CONSIDERABLE

Exhibit B - Page 2 of 2

TAX CODE AREA

37-31

PACIFIC OCEAN

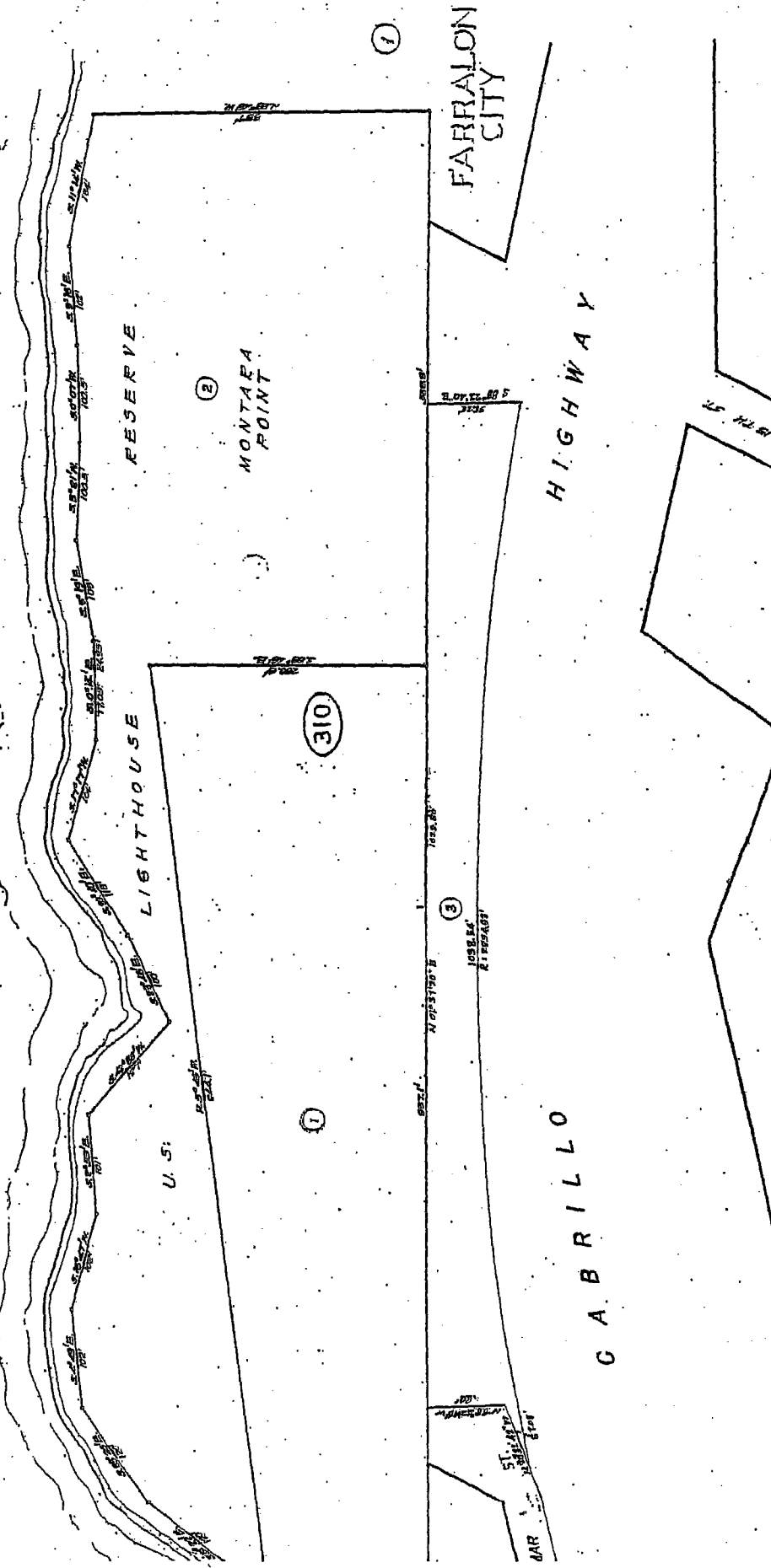


Exhibit C