

**Paging Transmitter Permit Agreement
(No. 5286)
Hall of Justice and Records, Redwood City**

This Permit, dated for reference purposes only, this _____ day of _____, 2002, between **County of San Mateo**, a political subdivision of the State of California, ("Permitter"), whose address is:

County of San Mateo
County Manager's Office
455 County Center
Redwood City, California, 94063
Attention: Real Property Services Manager

and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**, ("Permittee"), whose address is:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Both parties agree as follows:

1. Use of Premises and Permit Fee. Permitter is the owner of that certain real property located at 400 County Center, Redwood City, more commonly known as the "Hall of Justice and Records" (the Site). Permittee is hereby granted permission to use and occupy that certain real property, located at the Site, consisting of space located in the Communications Building roof of the upper floor of the Hall of Justice and Records for the installation, operation and maintenance of a paging transmitting station as detailed in attached Exhibit "A" ("Premises") and for no other purposes without the prior written consent of Permitter. Installation and maintenance of Permittee's equipment shall be coordinated with and at the direction of the Permitter's Communication Systems Manager.

Permittee will install, operate, maintain and remove this station under the provisions of this Permit and the Verizon Wireless Messaging Services Service Agreement (hereinafter referred to as "Service Agreement") previously executed between Permitter and Permittee on May 14, 2001. In consideration of the Permittee providing paging services to Permitter under the service agreement Permitter will provide space, electrical power and telephone access to house and operate this station at no charge to Permittee.

2. Access to Premises. Permittee agrees to coordinate all access to Premises through the Permitter's Communications Maintenance Supervisors at the following address:

County of San Mateo
Radio Services Supervisor
Information Services Department
455 County Center
Redwood City, CA 94063
Telephone No. (650) 363-4443

Permitter will require at least one (1) day prior notice to arrange an escort, except in the event of an emergency, when an escort shall be provided by Permitter with one hour's notice.

3. **Term.** The term of this Permit shall commence upon the date on which Permittee begins installing its transmitting station, and shall run concurrent with the Service Agreement. If the Service Agreement is not renewed upon expiration this Permit shall terminate on the date of expiration of said Service Agreement. Permittee will remove all transmitting station equipment within sixty (60) days of termination of this Permit.

4. **Equipment Conflict.** Permittee agrees to use equipment of a type and frequency which will not cause interference with Permitter's communications equipment. If Permittee's equipment causes interference, Permittee agrees to correct such interference and if it cannot be corrected, Permittee agrees to remove that equipment, which causes said interference in a timely manner and at Permittee's sole cost and expense.

5. **Option to Terminate.** Either party shall have the option to terminate this Permit at any time, at will and without cause by giving notice to the other party one hundred twenty (120) days in advance. In the event Permitter terminates this Permit, Permitter shall also terminate the Service Agreement.

6. **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 County.

7. **Utilities.** Permitter shall supply both electrical power and telephone access for the operation of Permittee's equipment on the same basis as Permitter uses for its equipment.

8. **Costs to Recover Premises.** Permittee agrees to pay Permitter all costs and expenses in any action brought by Permitter to recover possession of the Premises or to enforce any rights of Permitter hereunder.

9. **Relationship.** Permitter shall not become or be deemed a partner or joint venturer with Permittee by reason of this Permit or any provision hereof.

10. **Licenses.** Permittee shall secure any necessary licenses and approvals applicable to the use of the Premises for which this Permit is granted.

11. **Reservations.** 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 Recorder's Office, or in the other public records of County. Permittee covenants that its use of the Premises will at all times be conducted with proper regard for any party having rights, title or privileges in the Premises.

12. **Law and Regulations.** Permittee shall at all times maintain, occupy and use the Premises in compliance with all laws, rules and regulations which may be applicable thereto.

13. **Maintenance.**

A. **PERMITTEE'S RESPONSIBILITIES.** Permittee expressly agrees to maintain that portion of the Premises occupied by Permittee at Permittee's sole expense, in a safe, clean, wholesome and sanitary condition, to the complete satisfaction of Permitter 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 Permitter shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to the Premises. Permittee hereby accepts the Premises "AS IS."

B. PERMITTOR'S RESPONSIBILITIES. Except as limited above, Permittor will maintain the County building and common areas in good repair and tenantable condition, so as to minimize breakdowns and loss of Permittee's use of the Premises caused by deferred or inadequate maintenance including, but not limited to:

- (1) Generally maintaining the Premises in good, vermin free, operating condition and appearance.
- (2) Furnishing prompt, good quality repair of the Premises, equipment and appurtenances.
- (3) Furnishing preventive maintenance, including but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), electrical heating and ventilating equipment, and fixtures.
- (4) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast's, starters, and filters for the heating, ventilating, and air conditioning equipment as required.

14. Indemnification and Insurance. Permittee shall at all times relieve, indemnify, protect and hold harmless, Permittor, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including Permittee or damage to property of any kind whatsoever and to whomever belonging, that may in whole or in part arise from, or be caused by:

1. The operation, maintenance, use, or occupation of the Site by Permittee and defects in the property of Permittee in which the County has no control;
2. The acts or omissions of Permittee, its officers, agents, employees, servants, or invitee or permittees; or
3. The failure of Permittee, its officers, agents, employees, servants, or invitees to observe or abide by any of the terms, covenants, and conditions of this Permit or applicable federal, state, county, or municipal law, rule, or regulation.
4. Any other loss or cost, including but not limited to, the concurrent active or passive negligence of Permittor, its officers, agents, employees, or servants resulting from the performance of any work required of Permittee or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the Permittor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Permittee to relieve, indemnify, protect, and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. General Liability and Property Damage Insurance. Permittee at its cost shall maintain combined general liability and property damage insurance with liability limits of not less than One Million Dollars (\$1,000,000) insuring against all liability of Permittee and its authorized representatives arising out of and in connection with Permittee's use or occupancy of the Premises.

C. Workers' Compensation and Employer's Liability Insurance. During the Primary Term and any Extended Term of this Permit, Permittee shall have in effect Workers' Compensation and Employer's Liability Insurance providing full statutory coverage for all its employees. In executing this Permit, Permittee makes the following certification:

I am aware of the provisions of Section 3700 of the California Labor Code which

Require every employer (1) to be insured against liability for Workers' Compensation
Or (2) to undertake self-insurance in accordance with the provisions of the Code. I
Will comply with such provisions.

A valid Workers' Compensation Certificate shall be deposited with the Permitter within ten (10) days of written request of Permitter after the execution of this Permit Agreement by Permitter.

D. Miscellaneous Insurance Provisions. Permittee shall pay the premiums for maintaining the insurance required herein. All the insurance required under this Permit shall:

- (1) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an AV status as rated in the most recent edition of Bests Insurance Reports.
- (2) Be issued as a primary policy.
- (3) Require thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope or amount of any policy.
- (4) Permitter shall be named as "additionally insured" on each liability policy.
- (5) Each liability policy shall contain cross-liability provisions.

E. Certificate of Insurance. A certificate of insurance evidencing coverage as required under this Section shall be deposited with Permitter within ten (10) days of written request of Permitter after the execution of this Permit by Permitter.

In the event Permittee fails to deliver the certificate of insurance verifying insurance coverage as required, Permitter shall have the option to terminate this Permit immediately.

15. Operations Liability. Permittee agrees that Permitter shall not be responsible in any way for any loss, damage, or interruption to operations which may take place from any cause whatsoever while the Permittee's equipment is housed at the Site.

16. 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 of the Premises or any part thereof without the written consent of Permitter first had and obtained. Permittee shall be permitted to repair and replace the equipment as well as to perform routine equipment upgrade as long as said upgrade or replacement occupies the same or comparable space, without such Permitter consent. In the event Permitter 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, and such consent shall specify whether such alterations are to be removed upon Permittee's surrender of the Premises. Upon the expiration or termination of this Permit, Permittee shall, upon demand by Permitter, given at least sixty (60) days written notice prior to the expiration or termination of this Permit, at Permitter's sole expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Permittee which Permitter specified in its consent to such alterations, was to be removed at the termination of this Permit. Permittee shall, forthwith and with all due diligence at its sole expense, repair any damage to the Premises caused by such removal. Should the Permittee fail to remove said alterations, additions, or improvements required to be removed hereunder in a reasonable period of time, the Permitter may perform this work or have it done, and the Permittee shall assume liability for the cost of this removal and restoration of the site.

17. Fixtures. Permitter covenants and agrees that no part of the improvements constructed, erected, or placed by Permittee on the Premises or other real property owned by Permitter shall be or become, or be considered as being, affixed to, or a part of Permitter's real property, and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Permitter 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 Permitter, shall be and remain the property of the Permittee.

18. Possessory Interest Tax. Permittee recognizes and understands in executing this Permit that its interest in the Premises created herein may be subject to a "possessory interest tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee. Permittee agrees to pay promptly when due, any applicable possessory interest tax imposed on its interest in the Premises.

19. Human Exposure to Radio Frequency Fields. Permittee is required by the Federal Communications Commission ("FCC") to comply with the FCC's Second Memorandum Opinion and Order and Notice of Proposed Rulemaking, ET Docket No. 93-62, adopted August 25, 1997, and any amendments thereto, (the "Order"). Permitter shall allow Permittee to take all steps necessary to comply with the Order, and agrees to require all parties transmitting radio frequency signals at the Premises to cooperate with each other and assist each other, including Permittee, in obtaining all information, measurements, and data necessary to comply with the Order. The order, in brief, establishes Maximum Permissible Exposure (MPE) limits for electro-magnetic field strength and power density for transmitters operating at frequencies up to 100 GHZ. The guidelines have been adopted to protect the public and workers from exposure to potentially harmful RF fields. The entire text of this document may be found on the Internet at <http://www.fcc.gov/oet/dockets/et93-62/>. Permitter shall also require all parties transmitting at the Premises to notify Permittee when any changes or modifications are made to their facilities located at the Premises, and Permitter shall immediately communicate those changes and modifications to Permittee. Permitter shall ensure that the location of Permittee's transmitting station and antenna system is not accessible by the general public and shall preserve all required notices installed by Permittee at the Premises, in compliance with all applicable standards, regulations, and requirements.

20. Rights on Default.

A. PERMITTEE'S DEFAULT: If Permittee vacates or abandons 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 five (5) consecutive days, such failure shall be deemed a vacation or abandonment), or fails to perform any obligation under this Permit within thirty (30) days, for any obligation, then unless Permittee promptly rectifies or commences to rectify the default, Permitter may, at Permitter's option and upon written notice to Permittee, take any or all of the following actions:

- 1) Perform such obligation; and/or,
- 2) 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 prosecute such cure to completion.

21. 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.

22. Negation of Partnership. Permitter shall not become or be deemed a partner or joint venturer with Permittee by reason of the provisions of this Permit.

23. 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.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall whenever possible, be cumulative with all other remedies at law or in equity.

25. Choice of Law. This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.

26. Authorized Representative of the County of San Mateo. 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 or have legal effect unless executed by 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 Information Services Department shall be responsible for the day-to-day operations of the Premises.

27. 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:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, N.J. 07921
Attn: Network Real Estate
(866) 862-4404

28. Assignment By Permittee. 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, Permitter's consent to an Assignment of this Agreement shall not be required if and only if the assignment is (I) to any parent or subsidiary of Permittee, or subsidiary of Permittee's parent, or of the parent or parents of Permittee's parent corporation (ii) in the event of a merger or consolidation of Permittee with another corporation, or (iii) in the event that Permittee has a public or private offering of its shares pursuant to the Security and Exchange Act of 1933 or any other comparable federal or state securities act, provided that such assignee assumes in full all of Permittee's obligations under this Permit.

29. 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.

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

31. Entire Agreement. The foregoing, including attached exhibits, constitutes the entire agreement between the parties and may be modified only by a writing executed by both parties.

IN WITNESS WHEREOF, Permitter 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"

County of San Mateo

By: _____
President, Board of Supervisors

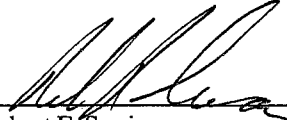
Dated: _____

ATTEST:

Clerk of the Board of the Board

"PERMITTEE"

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: 
Robert F. Swaine

Title: Area Vice President - Network West

Dated: 3-14-03

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Exhibit A

Satellite Receive Antenna

Dimensions	Requirements
<ul style="list-style-type: none"> • 40" in diameter • 3 feet from block wall to end of feed-horn assembly (maximum) • 40 pounds (maximum) 	<ul style="list-style-type: none"> • Clear view of SSE sky • Attach to existing mount on south wall of penthouse • Use existing 75-ohm cable already in place

Control and Transmit Equipment In Locked Steel Cabinet

Dimensions	Ratings	Requirements
<ul style="list-style-type: none"> • 2 feet wide • 2 feet deep • 4 feet high • 400 pounds (maximum) 	<ul style="list-style-type: none"> • 1500 watts electric input power (normal operation) • 125 watts RF output power (maximum) • Additional filtering for reduced ERP 	<ul style="list-style-type: none"> • 6 ft² of floor space (2 feet wide by 3 feet deep, to be placed in penthouse). • Dedicated branch electric circuit (120 volt/20 amp) • Access to dial-up telephone service from Pacific Bell (or analog PBX extension)

Transmit Antenna

Dimensions	Requirements
<ul style="list-style-type: none"> • 3 feet high • 2 inches diameter • 7 pounds 	<ul style="list-style-type: none"> • Extend 15 feet above roof of maintenance building on metal pole to ensure unobstructed radiation into all levels of buildings • Use existing antenna already in place.. • Use existing 1/2" cable and 1/2" jumpers already in place.

Initial

Permitter	Permittee
	