

COUNTY OF SAN MATEO

**Permit Agreement
(No. 5397)**

**Pigeon Point Communication Site
440 Pigeon Point Road, Pescadero, California**

PERMITTEE: COUNTY OF SANTA CRUZ

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PERMIT AGREEMENT

No. 5397

PIGEON POINT COMMUNICATION SITE

1. PARTIES. This Permit Agreement ("Permit"), dated for reference purposes only this 16th day of August, 2017, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Permittor"), and the COUNTY OF SANTA CRUZ ("Permittee"). Permittor and Permittee agree as follows:

2. PREMISES. Permittor entered into a Lease, hereinafter referred to as the "Master Lease", with Allan J. Bernardi and Carolyn S. Bernardi, Landlord, as successor in interest to Mary E. Leeman, on January 20, 1987, amended by the First Amendment of Lease Agreement dated May 21, 1996, the Second Amendment dated April 24, 2001, the Third Amendment dated November 9, 2004, the Fourth Amendment dated August 4, 2009, the Fifth Amendment dated July 29, 2014, and the Sixth Amendment dated May 8, 2017, for approximately 500 square feet of land as shown on Exhibit "A" attached and made a part hereof ("Premises"), located in the County of San Mateo, commonly known as 440 Pigeon Point Road, Pescadero, California, for the installation, maintenance and operation of a Radio Communication Facility. Under the terms of the Lease, the Permittor has the right to sublease all or any part of the Premises at anytime, with notice to Landlord.

Permittee is hereby granted permission to use and maintain the following equipment on Permittor's existing antenna tower located within the Premises and shall install no other equipment without the prior written consent of Permittor:

One T1 circuit to be routed from Half Moon Bay to Pigeon Point

One tower mounted VHF YAGI antenna

One equipment rack with 2 Motorola Base Stations, IMACS Multiplexers, GPS Clock, VHF RF Combiner, and backup power module

Maintenance of Permittee's equipment shall be coordinated with and at the direction of the Permittor's Communications Systems Manager.

3. PERMIT SUBJECT TO MASTER LEASE. Permittee acknowledges that this Permit is subject to the terms and conditions of the Master Lease, as amended, between Permittor and Master Landlord, first adopted on January 20, 1987. Should the Master Lease, as amended, or future amendments to the Master Lease be terminated for any reason during the term of this Permit, this Permit shall automatically terminate, and Permittee shall not be entitled to any damages or other remedy as a result thereof.

4. IMPROVEMENTS AND INSTALLATIONS. Permittee shall obtain the prior written consent of Permittor, which consent shall not be unreasonably withheld, conditioned or delayed, for any modifications to the Premises. Permittee shall obtain all necessary governmental approvals and permits prior to commencing any improvements or modifications, and shall provide Permittor with ten (10) days written notice prior to the start of construction. All contractors and subcontractors of Permittee for work performed at the Premises shall be duly licensed by the State of California, and all work shall be performed in a good, safe and workmanlike manner.

Prior to the installation of equipment, Permittee must obtain any and all licenses required in order to operate the site for the intended use. Copies of said license(s) shall be provided by Permittee to Permittor upon receipt by Permittee.

5. USE. Permittee may use and occupy the Premises for the maintenance and operation of a wireless communication site, as defined in Section 2, and for no other equipment or purposes without the prior written consent of Permittor, which consent shall not be unreasonably withheld, conditioned or delayed.

Permittee acknowledges that, subject to the limitations set forth in Section 21(Equipment Conflict) but otherwise without affecting the rights and obligations of the Parties hereunder, Permittor may, in its sole discretion, grant to other operators the right to install and use similar facilities in the Premises.

Permittee shall not do or permit anything to be done in or about the 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 Premises 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 Premises. Permittee shall not commit or suffer to be committed any waste in or upon the Premises.

PERMITTEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. PERMITTEE REPRESENTS AND WARRANTS TO PERMITTOR THAT PERMITTEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF PERMITTEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR PERMITTEE'S INTENDED USE. PERMITTEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR PERMITTEE'S BUSINESS AND INTENDED USE. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER PERMITTOR NOR ANY OF ITS AGENTS HAVE MADE, AND PERMITTOR HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RENTABLE AREA OF THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE

PREMISES OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR PERMITTEE'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. PRIMARY TERM. Unless sooner terminated pursuant to the provisions hereof or sooner extended pursuant to Section 7, the primary term of this Permit shall be for five (5) years commencing on the date the County of San Mateo Board of Supervisors shall have authorized the execution of the Permit, in its sole and absolute discretion ("Primary Term") subject to the Master Lease specified in Section 3 of this Permit. Payment of the Base Permit Fee due hereunder shall commence on the date of commencement. In the event the Effective Date falls on a day other than the first day of a calendar month, said partial month, together with the first twelve (12) full calendar months, shall be deemed to be the first year of the Primary Term and each successive twelve (12) full calendar months shall be the successive year of the Term.

7. EXTENDED TERM. Subject to the limitations set forth in this section and the Master Lease as specified in Section 3 of this Permit, Permittee shall have the option to renew this Permit for one (1) additional five (5) year term beyond the Primary Term (the "Extended Term").

This agreement shall be automatically extended for the Extended Term, unless Permittee provides written notice of its intention not to renew the Permit no later than six (6) months prior to the expiration date of Primary Term.

The Extended Term shall be under the same terms, covenants and conditions as the initial agreement, except for adjustment of the Permit Fee as specified in Section 8(D) of this Permit, provided, however, if Permittee is in material default under this Permit on the date of giving such notice and fails to cure such default as set forth in Section 23, Permitter may reject such exercise by delivering written notice thereof to Permittee promptly after such failure to cure.

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

A. **ASSIGNMENT:** Except for the permitted assignment pursuant to Section 30 (Assignment by Permittee), 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.

B. **CONTINUOUS OPERATION:** Permittee must have been in continuous operation in accordance with Section 5 (Use) except for reasonable periods of downtime and to the extent within Permittee's reasonable control during the Primary Term in effect at the time Permittee exercises its options.

C. **PERMITTOR'S RIGHT TO TERMINATE OPTION:** In the event Permittor determines, in its sole and absolute judgment, that the Premises have a more appropriate use including, but not limited to, any Permittor or public use, the Permittor (or its authorized agent as set forth in Section 28), shall have the right to refuse to grant Permittee's option to extend by giving Permittee written notice within three (3) months of Permit expiration date, and this Permit shall terminate at the expiration of the term then in effect.

8. PERMIT FEE.

A. **BASE PERMIT FEE.** Subject to the adjustments hereinafter set forth, Permittee agrees to pay Permittor, as Base Permit Fee for the Premises, the annual sum of FIFTEEN THOUSAND THREE HUNDRED NINE AND 60/100 DOLLARS (\$15,309.60) payable in equal monthly installments of ONE THOUSAND TWO HUNDRED SEVENTY FIVE AND 80/100 DOLLARS (\$1,275.80) in advance on or before the first day of each and every calendar month ("Base Permit Fee"). Within ten (10) days after the parties execute this Permit, Permittee shall pay to Permittor the Base Permit Fee for the first full month. All payments shall be delivered to Permittor at the following address, or such other address as Permittor shall designate in writing to Permittee:

Information Services Department
Accounts Receivable (Ref. No. 5397)
455 County Center, 3rd Floor
Redwood City, CA 94063

B. **PRORATED PERMIT FEE.** The Base Permit Fee and all other fees and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of that calendar month.

C. **BASE PERMIT FEE ADJUSTMENT.** On each Adjustment Date, the Base Permit Fee for the following twelve-month period shall be adjusted to equal one hundred three percent (103%) of the Base Permit Fee for the permit year preceding such Adjustment Date. By definition herein, the first Adjustment Date shall occur on the first day of the first full month following the first twelve (12) months after the Effective Date of the Primary Term. By example, if the Effective Date of this Permit is September 26, 2017, the first Adjustment Date for the permit fee adjustment would be October 1, 2018, and annually thereafter on each October 1st throughout the Primary Term, or any extension thereof as provided in Section 7 herein (Extended Term) of this Permit.

D. **EXTENDED TERM FEE ADJUSTMENT.** During the first year of the extended term, if exercised, the Base Permit Fee shall be adjusted as set forth in Section 8C (Base Permit Fee Adjustment) above, or at the election of Permittor, delivered to Permittee in writing within three (3) months of the commencement of the Extended Term, shall be adjusted to the then current fair market permit fees for like space. Current fair market permit fees shall be established in accordance

with the County of San Mateo's radio site equipment rates or any replacement schedule formulated by the County of San Mateo, provided, however, in no event shall the Base Permit Fee be reduced below the Base Permit Fee for the permit year prior to commencement of such Extended Term. The Permit Fee for the initial year of the Renewal Term shall be determined and agreed to by both parties at least sixty (60) days prior to the commencement date of the applicable Renewal Term. If an agreement on fair market permit fees cannot be reached by the parties within sixty (60) days prior to the commencement date of the applicable Renewal Term, the Base Permit Fee for the Renewal Term shall be the rate proposed by the Permittor provided, however, that Permittee may, at any time during the subsequent twelve months, terminate this Permit by giving Permittor thirty (30) days written notice. If Permittee does not, within such twelve-month period, deliver to Permittor written notice of termination, this Permit shall continue in full force and effect for the entire Extended Term. All other terms and conditions hereof shall apply.

E. LATE CHARGES. Permittee hereby acknowledges that late payment by Permittee to Permittor of the Permit Fee or other sums due under the provisions of this Permit will cause Permittor to incur costs not contemplated by this Permit, the exact amount of which would be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of the Permit Fee or of any sum due from Permittee is not received by Permittor or postmarked within five (5) days after said amount is due, then Permittee shall pay to Permittor a late charge equal to five percent (5%) of the permit fee in effect at that time or Fifty Dollars (\$50.00), whichever is greater. A late charge shall be applied each month that the permit fee or any sum due is delinquent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Permittor will incur by reason of the late payment by Permittee. Acceptance of late charges by Permittor shall in no event constitute a waiver of Permittee's default with respect to such overdue amount, nor prevent Permittor from exercising any of the other rights and remedies granted under the provisions of this Permit.

Any Fee, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under the law (the "Interest Rate"). However, interest shall not be payable on late charges incurred by Permittee nor on any amounts on which late charges are paid by Permittee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Permittee.

F. PERMIT FEE SCHEDULE

PRIMARY TERM:

Year 1:	Monthly Rent: \$1,275.80
Year 2:	Monthly Rent: \$1,314.07
Year 3:	Monthly Rent: \$1,353.50
Year 4:	Monthly Rent: \$1,394.10
Year 5:	Monthly Rent: \$1,435.92

9. TERMINATION.

A. **BY PERMITTEE:** Permittee shall have the right to terminate this Permit at any time upon ninety (90) 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 Premises is not appropriate for locating Permittee's communication facility for environmental and/or technological reasons including, but not limited to, signal interference.

B. **BY PERMITTOR:** Permitter shall have the right to terminate this Permit at any time upon ninety (90) 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, or
- ii. If Permitter determines that the Property or any portion thereof, including the Premises, has a more appropriate use including, but not limited to, any Permitter or public use, or sale; or
- iii. If Permittee remains in default under Section 23 (Default; Remedies) of this Permit after the applicable cure periods.

C. **NOTICE.** Upon termination as provided for under the terms of Section 9A (Termination by Permittee), or Section 9B (Termination By Permitter), neither party will owe the other party any further obligation under the terms of this Permit, except as may otherwise be specifically provided herein and except for Permittee's responsibility to remove all of Permittee's communications equipment from the Premises and restore the Premises 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 unless said damage was caused by the negligence or willful misconduct of the party issuing such notice. Permittee acknowledges that it has no property interest in the Premises and that Permittor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises, except for any relocation payments owing to Permittee under California law. Upon the expiration or termination of this Permit for any reason, Permittee shall remove its equipment and all personal property in accordance with Section 19 (Removal of Improvements) hereof.

10. HAZARDOUS MATERIALS ACTIVITY. Permittee shall not store, handle or generate hazardous materials/waste/underground tanks on the Premises except for fuel, batteries, and solvents used in connection with an emergency generator and only in the event of disruption of electrical service to the Premises. In the event that Permittee does store, handle, or generate hazardous materials on the Premises, Permittee shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to Permittor 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 Permittor 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 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.

Permittor 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. Permittor further represents and warrants, to the best of Permittor's knowledge, that there are no Hazardous Materials present in, on, under or around the Property and/or Premises in violation of any applicable law.

11. NATURE OF PERMIT. This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property interest.

12. ACCESS. Permittee agrees to coordinate all access to the premises through the County's Radio Services Supervisor at the following address:

Information Services, Radio Services Supervisors
Telephone No. (650) 363-4443

13. GOVERNMENT CODE SECTION 14662.5. Permittee shall at all times indemnify and save Permittor harmless pursuant to Government Code section 14662.5 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. Permittee expressly agrees to maintain the Premises of Permittee's area at Permittee's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of Permittor and in compliance with the Master Lease and all laws, rules, and regulations applicable to Permittee's specific use thereof.

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 Permittee's Premises.

17. UTILITIES. Permittor shall supply both commercial power and emergency power for operation of Permittee's equipment on the same basis as Permittor uses for its equipment at no additional cost to Permittee.

18. 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 monopole, or any part thereof, without a TD-207 work authorization and the written consent of Permittor first had and obtained, except that 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.

19. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION.

Upon the expiration, or termination of this Permit for any reason, including but not limited to bankruptcy, Permittee shall within sixty (60) 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. 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 from the Premises and store the Equipment, all at Permittee's expense, upon sixty (60) days advance written notice to Permittee. 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 and any past due Permit Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due Permit Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Permittee within ninety (90) 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.

20. 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 19 herein (Removal of Improvements Upon Expiration or Termination) of this Permit. Permittee has the right to remove all Permittee's Equipment at its sole expense on or before the expiration or termination of this Permit. Permittor acknowledges that Permittee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Permittee's Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing

arrangements with other financing entities. In connection therewith Permittor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Permittee's Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any permit fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

21. 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 Permittor or any other communications provider under an existing Permit with Permittor as of the Effective Date hereof. If the Permittor's communication equipment involves public safety communications and if the Permittee's equipment causes any interference to public safety communications, the Permittee's equipment will be immediately taken out of service without exception by Permittee. If Permittee's equipment interferes with the Permittor's public safety communications, the determination to take out of service the Permittee's equipment shall be at the Permittor's sole discretion. Except as provided above:

- A. Permittee will not cause radio frequency and/or electrical interference to the existing equipment of Permittor or to any other occupant, tenant, or any other user ("Existing User") of the Property whose equipment was located at the Property upon the earlier of: (i) the Effective Date; or (ii) the date Permittee installs its Communications Equipment, provided that the equipment used by any Existing User or Permittor is operating within the technical parameters specified by its manufacturers and as defined by the FCC. Upon written notice from Permittor to Permittee of such interference, Permittee will take all reasonable steps to correct such interference in a timely manner. If such interference cannot be corrected within five (5) business days from receipt of Permittor's Notice, Permittee will cease using its Communications Equipment, except for testing, until such time as Permittee corrects the interference to Permittor's satisfaction. In the event Permittee cannot correct the interference, Permittee will have the option to terminate this Permit without further liability hereunder, upon (60) days written Notice to Permittor and Permittee shall remove its equipment in a timely manner and at Permittee's sole cost and expense.
- B. During the term of this Permit, Permittor will not grant a Permit to any other party for use of the Property or modify any existing agreement for use of the Property, or change its use of the Property or permit an existing occupant, tenant, permittee or other user of the Property to make any changes to its use of the Property, if such use would in any way materially adversely affect or interfere with the operation of Permittee's Communication Equipment. If another occupant, tenant, permittee or other user of the Property causes uncorrected radio frequency and/or electrical interference with Permittee's

Communication Equipment, Permittor will require the party causing such interference to either correct such interference or stop using the equipment that is causing the interference. If the interference cannot be corrected within five (5) business days from receipt of Permittee's Notice, Permittor will cause the party creating the interference to cease using its equipment, except for testing, until the interference has been corrected. If after thirty (30) days such interference has not been completely corrected to Permittee's reasonable satisfaction, Permittee will have the option to terminate this Permit without further liability hereunder.

- C. Permittee shall not, subsequent to its initial installation of equipment, make any modification to its equipment or the use thereof during the Term that will cause radio frequency and/or electrical interference to the equipment of Permittor then in operation, nor to that of any other occupant, tenant, permittee or other user of the Premises. Any such user in operation at the time of such modification or change in use shall be considered an Existing User as set forth in Section 21(A) above, and the provisions of that Section shall apply.

22. TAXES.

- A. **REAL PROPERTY TAXES.** Permittor shall pay all real property taxes, if any, levied against the Premises. Permittee shall pay its share of any general and special assessments, if any, to the extent assessed against the Premises as a result of Permittee's improvements thereto or use thereof during the term of this Permit.
- B. **PERSONAL PROPERTY TAXES.** Permittee shall pay, or cause to be paid, before delinquency, any and all taxes and assessments levied against Permittee's personal property in the Premises.
- C. **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 of San Mateo 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 Possessory Interest Tax imposed on its interest in the Premises and/or Property.

23. DEFAULT; REMEDIES

- A. **EVENTS OF DEFAULT.** Any of the following shall constitute an event of default (the "Event of Default") by Permittee hereunder:
 - 1. A failure to comply with any covenant, condition or representation made under this Permit and such failure continues for fifteen (15) days after the date of written notice by Permittor, provided that if it is not feasible to cure such default within such 15-day period, Permittee shall have a reasonable period to complete such cure if Permittee promptly undertakes action to cure such default within such 15-day period and thereafter diligently pursues the same to completion within sixty (60) days after the receipt of

notice of default from Permittor. Permittor shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by Permittee during such 12-month period shall constitute an Event of Default hereunder;

2. A vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or

3. An appointment of a receiver to take possession of all or substantially all of the assets of Permittee, or an assignment by Permittee for the benefit of creditors, or any action taken or suffered by Permittee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

B. REMEDIES. Upon the occurrence of an Event of Default Permittor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

i. Permittor may terminate Permittee's right to possession of the Premises at any time by written notice to Permittee. Upon such termination in writing of Permittee's right to possession of the Premises, this Permit shall terminate and Permittor shall be entitled to recover damages from Permittee as provided in California Civil Code Section 1951.2 or any other applicable existing or future legal requirement providing for recovery of damages for such breach.

ii. Permittor may continue this Permit in full force and effect and may enforce all of its rights and remedies under this Permit, including, but not limited to, the right to recover any fee as it becomes due.

iii. During the continuance of an Event of Default, Permittor may enter the Premises without terminating this Permit and remove all Permittee's Personal Property, Alterations and trade fixtures from the Premises and store them at Permittee's risk and expense. If Permittor removes such property from the Premises and stores it at Permittee's risk and expense, and if Permittee fails to pay the cost of such removal and storage after written demand therefore and/or to pay any fee then due, then after the property has been stored for a period of thirty (30) days or more Permittor may sell such property at public or private sale, in the manner and at such times and places as Permittor deems commercially reasonable following reasonable notice to Permittee of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for and the conducting of such sale, any delinquent amount due under this Permit,

and for attorneys' fees and other legal expenses incurred by Permittor in connection therewith.

Permittee hereby waives all claims for damages that may be caused by Permittor's re-entering and taking possession of the Premises or removing and storing Permittee's personal property pursuant to this Section, and Permittee shall indemnify, defend and hold Permittor harmless from and against any and all Claims resulting from any such act. No re-entry by Permittor shall constitute or be construed as a forcible entry by Permittor.

iv. Permittor may require Permittee to remove any and all Alterations from the Premises or, if Permittee fails to do so within ten (10) days after Permittor's request, Permittor may do so at Permittee's expense.

C. **PERMITTOR'S DEFAULT.** Permittor shall not be considered to be in default under this Permit unless:

- i. Permittee has given written notice specifying the default; and
- ii. Permittor 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 sixty (60) days.

This Permit may be terminated without further liability on thirty (30) days prior written notice by Permittee if Permittor does not cure a default as set forth herein.

24. LIABILITY; VANDALISM. Permittee agrees that Permittor 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.

25. INDEMNIFICATION AND INSURANCE.

A. Permittee agrees to indemnify and save harmless Landlord, County, County's officers and employees 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 or damage to property of any kind whatsoever and to whomsoever belonging, from any cause or causes whatsoever arising from this Permit or any actions of Permittee related to or in any way connected with, the Premises during the term of this Permit or any extension hereof.

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

B. Permittee, at no cost to Permittor, shall procure and keep in effect at all times during the Term insurance as follows:

- i. Commercial general liability insurance with limits of One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000)), personal injury, products and completed operations, and explosion, collapse and underground (XCU).
- ii. Worker's Compensation Insurance with Employer's Liability Limits of not less than \$1,000,000 each accident.
- iii. Business automobile liability insurance with limits not less than \$500,000
- iv. each accident combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, as applicable, if Permittee uses automobiles in connection with its use of the Premises.
- v. Such other insurance as is generally required by commercial owners on properties similar in size, character, use and location as the Property, as may change from time to time.

C. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the expiration or termination of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Permit, such claims shall be covered by such claims-made policies.

D. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

E. All liability insurance policies shall provide the following:

- i. Include as additional insured the County of San Mateo, its officers, agents and employees.
- ii. Include as additional insured Allan J. and Carolyn S. Bernardi.
- iii. That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.

F. Each insurance policy required pursuant to Section 25.A.i. above shall be issued by an insurance company authorized in the State of California and with a general policyholders' rating of "A-" or better and a financial size ranking of "Class

VIII" or higher in the most recent edition of Best's Insurance Guide.

G. All policies shall provide that insurers will endeavor to provide at least thirty (30) days' advance written notice to Permittor of cancellation or intended non-renewal (or ten (10) days' advance written notice in case of nonpayment of premium), mailed to the address(es) for Permittor set forth in Section 29.

H. Permittee shall deliver to Permittor certificates of insurance in form and from insurers satisfactory to Permittor, evidencing the coverage required hereunder, on or before the Effective Date and Permittee shall provide Permittor with certificates or policies thereafter at least ten (10) days before the expiration dates of expiring policies. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, Permittor may procure, at its option, without waiving any rights or remedies which Permittor may have for Permittee's default hereunder, the same for the account of Permittee, and the reasonable cost thereof shall be paid to Permittor within five (5) days after delivery to Permittee of bills therefore.

I. Upon Permittor's request, Permittee and Permittor shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the County of San Mateo is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Premises, then Permittee shall, at Permittor's request, increase the amounts or coverage carried by Permittee to conform to such general commercial practice.

J. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease any of Permittee's obligations under this Permit.

K. Notwithstanding anything to the contrary in this Permit, if any of the required insurance coverage lapses and is not immediately renewed nor replaced, Permittor may elect, at its sole discretion, to terminate this Permit by delivering to Permittee five (5) days written notice of termination and, if so delivered, this Permit shall so terminate unless Permittee renews the insurance coverage within the five (5) day notice period.

25.1 PERMITTEE'S PERSONAL PROPERTY. Permittee shall be responsible, at no cost to the Permittor, for Permittee's Personal Property.

25.2 PERMITTOR'S SELF INSURANCE. Permittee acknowledges that Permittor self-insures against casualty, property damage and public liability risks and agrees that Permittor may at its sole election, but shall not be required to, carry any third party insurance with respect to the Property, the Premises or otherwise.

25.3 WAIVER OF SUBROGATION. Notwithstanding anything to the contrary contained herein, Permittor and Permittee each agree that the Permittee will be

responsible for Permittee owned equipment located at the Premises and the Permittor will be responsible for the Permittor owned property of which the Premises is a part and each party hereby waives their right of recovery against the other as a result of any loss or damage to the respective property located at the Premises regardless of the proximate cause of said loss or damage.

26. ENTRY BY PERMITTOR/PERMITTEE.

A. BY PERMITTEE. Subject to the provisions of Section 12 herein (Access) and Section 15 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 maintenance, operation, modification or addition of Permittee's existing communications facilities.

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, without abatement of permit fee, 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. Permittor's right to enter the Premises is subject to: (a) Permittor having given not less than twenty-four (24) hours prior notice to Permittee, and (b) an employee or agent of Permittee being present during each and any entry to the Premises.

B. EMERGENCY - BY PERMITTOR. Other provisions of this Section notwithstanding, 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 any 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.

27. HOLDING OVER. In the event that Permittee, with Permittor's written consent, holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Permittee shall pay to Permittor a monthly permit fee increase of ten (10) percent above the monthly permit fee in effect upon the date of such expiration and otherwise subject to 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 consent by Permittor to the occupancy or possession of the Premises by Permittee after the expiration of the term or any extension thereof.

28. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO. The County Manager, or the designee of the County Manager, shall be the only authorized agent of the County of San Mateo for purposes of giving any notices (including, but not limited to, termination under the terms hereof), enforcing any provision, 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 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.

29. 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:

Permittor:

County of San Mateo
County Manager's Office
Real Property Division
555 County Center, 4th Floor
Redwood City, CA 94063
Phone: (650) 363-4047

Permittee:

Mike Del Fava
Communications Manager
Information Services Department
701 Ocean Street, Room 315
Santa Cruz, CA 95060
Phone: (831) 454-2719

The address to which any notice or demand may be given to either party may be changed by thirty (30) days prior written notice.

30. 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 Permittor's prior written consent. Any assignment or encumbrance without Permittor's consent shall be voidable and, at Permittor'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 Permittor's consent to any corporation which controls, is controlled by, or is under common control with Permittee, to any corporation resulting from merger or consolidation with Permittee, or to any partnership in which Permittee, the general partner of Permittee, or any corporation which controls, is controlled by, or is under common control with the general partner of Permittee, is a general partner, or to any person or entity which acquires substantially all of Permittee's assets, provided that such assignee assumes in full all of Permittee's obligations under this Permit. Notwithstanding anything to the contrary contained in this Agreement, Permittee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement 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 with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

31. 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 delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

32. 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. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

33. 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, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. 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.

34. 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 of 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, and all reasonable attorneys' fees and other

legal expenses of Permittor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

35. SAN MATEO COUNTY NO SMOKING ORDINANCE. Permittee is aware that on April 18, 2006, the County of San Mateo modified its Ordinance Code, adopting Section 4.96.040, which prohibits smoking in all County of San Mateo facilities whether owned or leased. Permittee understands that said Ordinance authorizes Permittor to enforce the provisions contained therein and Permittee agrees to enforce the provisions of said ordinance on the Premises.

36. NON-DISCRIMINATION.

A. Permittee shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

C. Permittee 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 Permit. Permittee's equal employment policies shall be made available to Permittor upon request.

D. With respect to the provision of employee benefits, Permittee shall comply with the County of San Mateo Ordinance that prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

37. 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 now 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 or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permittor 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 terms.

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. **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. The subsequent acceptance of the permit fee hereunder by Permitter shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit, other than the failure of the Permittee to pay the particular permit fee so accepted, regardless of Permitter's knowledge of such preceding breach at the time of the acceptance of such permit fee.

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

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

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

H. **QUIET POSSESSION.** Upon Permittee paying the permit fee and other fees or charges reserved hereunder and observing and performing all of the terms, covenants and conditions on Permittee's part to be observed and performed

hereunder, Permittee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Permit.

I. INABILITY TO PERFORM. This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permittor 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 Permittor.

J. NEGATION OF PARTNERSHIP. Permittor shall not become or be deemed a partner or a joint venturer with Permittee by reasons of the provisions of this Permit.

K. SALE OR TRANSFER OF PREMISES. In the event of any sale or transfer of the Premises, Permittor 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 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.

L. 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.

M. 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.

N. 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.

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

P. 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.

Q. 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.

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

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

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

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

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

PERMITTEE:

COUNTY OF SANTA CRUZ

By: 
Kevin Bowling
Director, Information Services

Date: 8/21/2017

PERMITTOR:

COUNTY OF SAN MATEO

By: _____
DON HORSELY
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

