

**LEASE NO. 1297**

**COMMUNICATIONS SITE LEASE**

THIS LEASE ("Lease") is made and entered into this 28<sup>th</sup> day of November, 2012 by and between MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, a California special district, hereinafter called "District" and COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "Lessee."

**RECITALS**

WHEREAS, District and Lessee have established a communication facility site on the Russian Ridge Open Space Preserve (Rolfe Mountain) in San Mateo County; and

WHEREAS, District and Lessee desire to enter into a new lease for the continued operation of said communications site by Lessee; and

WHEREAS, District and Lessee desire to concurrently enter into permit agreements (the "Permit Agreements") for the placement of District radio equipment on the Lessee controlled communication facilities at Rolfe Mountain (Agreement No. 5350) and Pise Hill (Agreement No. 5351), which Permit Agreements are attached hereto as Exhibits B and C.

NOW THEREFORE, District and Lessee agree:

- 1) Premises. District hereby leases that certain parcel of land shown on Exhibit A attached hereto and incorporated herein ("Premises") to Lessee, and Lessee hereby leases the Premises from District, subject to the terms of this Lease.
- 2) Permit Agreement. District and Lessee shall concurrently execute the Permit Agreements in substantially the same form as set forth in Exhibits B and C attached hereto and incorporated herein.
- 3) Term.
  - a) Initial Term. The term of this Lease shall commence on December 1, 2012 ("Commencement Date"), and shall expire five (5) years thereafter, unless sooner terminated in accordance with the provisions hereof, or unless extended pursuant to an option to extend the Lease term expressly granted herein.
  - b) Options to Extend Term. District hereby grants to Lessee four (4) options (each, an "Option") to extend the term of this Lease for four (4) additional periods of five (5) years each. If exercised, each Option Term would commence upon expiration of the preceding term. Accordingly, the maximum term of this Lease, including the initial five years of this Lease, is twenty-five (25) years. Each of said Options shall be exercised by Lessee, if at all, by Lessee's delivery of written notice of intent to exercise such option ("Option Notice") to District no less than three (3) months, but not more than nine (9) months, prior to expiration of the then-current Lease term. Each of said term extension(s) shall be subject to the provisions contained in this Lease, except for the rent, which shall be adjusted in accordance with Section 4(c), below. Notwithstanding the foregoing, if Lessee is in default hereunder on the date of delivery of any Option Notice, said Option Notice shall be rendered ineffective. Additionally, if Lessee is in default on the date the extended term referred to in any such Option Notice is to commence, such extended term

shall not commence and this Lease shall expire at the end of the then-current term during which such Option Notice is given. Lessee shall not be entitled to exercise any of the Options following the first Option to extend unless each and all of the preceding Options have been properly exercised in accordance herewith. In the event the term of this Lease shall for any reason expire or terminate, all Options which have not been exercised shall be deemed terminated upon such expiration or sooner termination, and shall thereafter be of no further force or effect. The Options granted by District to Lessee are personal to Lessee and may not be exercised by or assigned, voluntarily or involuntarily, to anyone other than Lessee. After Lessee's exercise of any one or more of said Option to extend, all references in this Lease to the term shall be considered to mean the term as extended, and all references to expiration or termination of the term of this Lease shall be considered to mean the expiration or termination of the term as extended.

- c) Lessee acknowledges that California Public Resources Code Section 5563 provides in part that: "When land or property is temporarily unnecessary for park or open space purposes, it may be leased for other purposes for a term not exceeding 25 years with an express provision in the lease that should the board by ordinance determine to use the lands for park, open space, or other District purposes, the lease shall thereby be terminated." Accordingly, notwithstanding anything to the contrary herein contained, District shall be entitled to terminate this Lease at any time during the term hereof pursuant to said Section 5563, provided only that District delivers to Lessee written notice of such termination at least 120 days prior to the date on which such termination shall become effective.
- d) Lessee may terminate this Lease at any time upon no less than 120 days written notice to District.

#### 4) Rent

- a) Base Annual Rent. Lessee agrees to pay District, without deduction, offset, abatement, demand or prior notice, rent annually on or before each anniversary of the Commencement Date. The annual rent for the first year of the Term shall be FORTY FIVE THOUSAND AND NO/100 (\$45,000.00).
- b) Annual Rental Increase. The rent for the second year of the Term, and for each subsequent year thereof, shall be increased by three percent (3%) on the anniversary of the lease commencement date.
- c) Extended Term Rent Adjustment. During the first year of each Option Term, if exercised, the Base Annual Rent shall be adjusted as set forth in 4b (Annual Rental Increase) above or, at the election of District delivered to Lessee in writing within thirty days of receipt of Lessee's notice, shall be adjusted to equal 95% of then current fair market rental rates for like space, provided, however, in no event shall the Base Annual Rent be reduced below the Base Annual Rent for the year prior to commencement of such Option Term. The Base Annual Rent for the initial year of each Option Term shall be determined and agreed to by both parties at least sixty (60) days prior to the commencement date of the applicable Option Term. If an agreement on fair market rates cannot be reached by the parties within sixty (60) days prior to the commencement date of the applicable Option Term, the Base Annual Rent for the Option Term shall be the rate proposed by the District provided, however, that Lessee may, at any time during the subsequent twelve months, terminate this Lease by giving District thirty (30) days written notice. If Lessee does not, within such twelve-month period, deliver to District written

notice of termination, this Lease shall continue in full force and effect for the entire Option Term. All other terms and conditions hereof shall apply.

- d) Rent Credit. Lessee's annual rent payment owed to the District shall be reduced by an amount equal to the corresponding annual Permit Fees charged by the Lessee as outlined in the Permit Agreements. At such time as one or both of the Permit Agreements are no longer in effect, Lessee shall be required to pay the remaining or full rent amount including any annual increases that accrue over the term of this Lease. The additional rent due shall be prorated based on the Permit Agreements' termination date or dates and paid during the next scheduled annual rent payment.
- 5) Taxes. Lessee shall pay any and all possessory taxes levied against the Premises, if any, and/or the improvements during the Lease term. Lessee shall pay such taxes no less than ten (10) days prior to delinquency thereof, and shall promptly thereafter deliver to District written receipts or other reasonable evidence of the payment thereof.
- 6) Use.
  - a) The Premises may only be used by Lessee for purposes of installing, operating and maintaining equipment for transmission and reception of electromagnetic and other communications signals, and for all lawful uses incidental thereto, and for no other purpose without District's prior written consent. Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with this Section 6 and any statute, ordinance, rule, regulation, or other statement of lawful governmental authority now in force or which may hereafter be promulgated (collectively "Regulations"), and shall at its own expense abide by and comply with any and all such Regulations regulating the use of the Premises. Such Regulations shall be deemed to include the then current "Regulations for Use of Midpeninsula Regional Open Space District Land" and "Item No. 3 of the Midpeninsula Regional Open Space District Basic Policy" incorporated herein by this reference.
  - b) Notwithstanding the foregoing, District reserves the right to enter on the Premises and to use the same in any manner District shall desire, including without limitation for purposes of constructing, installing, operating, maintaining, repairing, replacing, altering, and moving pipelines, conduits, culverts, ducts, fences, power and communication poles and lines, and District reserves the right to grant easements over, across, under, or upon the Premises, or for ingress and egress thereto, or for any other purpose, provided only that any such use by District and District's granting of any such easements shall not result in any unreasonable interference with Lessee's use of the Premises.
- 7) Access to Premises.
  - a) District hereby grants to Lessee a non-exclusive revocable license ("Roadway License") permitting Lessee, Lessee's authorized agents, employees, contractors, and sub-lessees to use a segment of that certain road providing access to the Premises, which segment is situated on land owned by District and is more particularly outlined in Exhibit D attached hereto and incorporated herein by this reference (the "Roadway License Area"). The License granted pursuant to this paragraph may be revoked by District at any time by delivery of a written notice to Lessee no less than six month prior to such revocation, and shall terminate automatically without notice and without need for further documentation upon the expiration or sooner termination of the Lease term. Lessee shall at all times secure the gated Roadway License Area to the District's satisfaction.

- b) The Roadway License Area shall be used by Lessee, if at all, only for purposes of obtaining ingress to and egress from the Premises. Lessee shall exercise its access rights pursuant to the Roadway License granted herein only in such manner as will minimize erosion or other damage to the Roadway License Area, and shall refrain from using the same to the extent reasonably practicable when weather conditions render the Roadway License Area subject to greater than normal erosion or other damage. Lessee shall not permit trucks and/or other machinery or equipment weighing in excess of ten (10) tons to use the Roadway License Area, except during the time of construction of Lessee's Improvements on the Premises, or with District's prior written consent
  - c) Lessee shall, at Lessee's sole cost and expense, maintain and repair the Roadway License Area, as well as repair all damage to the Roadway License Area, including improvements within or adjacent to the Roadway License Area designed to protect the surface of the Roadway License Area (water drains, berms, or culverts), caused by use of the Roadway License Area by Lessee or its agents, employees, or contractors. Lessee shall cause such repairs to return the Roadway License Area to the District's rural road standard. Lessee shall be liable for any damage to the Roadway License Area and its immediate surroundings arising from its use thereof, or its repair or failure to repair the same as hereinabove required
  - d) Lessee hereby expressly acknowledges that District does not warrant or otherwise guarantee to Lessee continuous access to the Premises by way of the Roadway License Area or otherwise. Notwithstanding the foregoing sentence, District shall use its best efforts to provide access to the Premises across other land owned by District, in the event the Roadway License Area shall be rendered impassable due to causes beyond the reasonable control of Lessee, or if District shall for any reason terminate the Roadway License herein granted, provided only that Lessee agrees to pay its pro-rata share of any and all additional expenditures incurred by District as a result thereof. Any permits, licenses or easements as may be required from time to time in order to cross over lands not owned by District in order to gain access to the Premises shall be obtained by Lessee at its sole cost and expense.
- 8) Maintenance and Repair. Lessee acknowledges that it has inspected the Premises, and Lessee accepts the Premises "as is" in the condition existing at commencement hereof. Lessee shall, at Lessee's expense, maintain the Premises in good, safe and sanitary condition, order and repair, and shall keep the Premises free from trash and other debris. Lessee shall promptly remove from the Premises any vehicles, machinery, equipment or other items which Lessee from time to time no longer uses in the conduct of its business on the Premises. As needed, Lessee agrees to repaint the buildings the color specified by District staff so as to blend in with surrounding open space land. As fencing is moved and/or replaced, dark green fencing shall be required.
- 9) Fire Clearance. Lessee understands and acknowledges that defensible space of at least 100 feet in width around the perimeter of the Premises is required by law (Public Resource Code 4291). Accordingly, Lessee shall cause such defensible space to be maintained free of all low-lying brush, dry weeds, and similar flammable materials (excluding trees) at Lessee's expense. Annual site inspections of the Premises will be conducted by District staff to ensure that the defensible space is properly maintained. As needed, the District will arrange for the removal of brush, weeds, and flammable materials. Upon completion of work, Lessee will be billed for the work performed which shall be paid to District within 30-days of billing.

10) Alterations.

- a) Except for those existing improvements depicted in Exhibit A, Lessee shall not make or permit to be made any alterations, additions or improvements ("alterations") to or of the Premises or any part thereof without the prior written consent of District, which consent shall not be unreasonably withheld and provided that Lessee shall have the right to make any alterations, additions or improvements to the interior of the Improvements and/or the antenna systems without securing District's prior approval.
- b) Except for those existing improvements set forth in Exhibit A, District shall be entitled to review and accept or reject the design of all alterations which Lessee may desire to make to the Premises. Prior to commencing construction or installation of any alteration the design of which District determines is acceptable, Lessee shall deliver to District detailed plans and specifications for such construction or installation and obtain District's consent thereto, which consent shall not unreasonably be withheld.
- c) All construction or installation work performed by Lessee or caused to be performed by Lessee in, on or about the Premises shall comply in all respects to all applicable statutes, ordinances, building codes, rules and regulations, including but not limited to fire, safety, and construction standards of lawful governmental authority, and shall furthermore comply with District's open space use and management guidelines then in effect.
- d) Any consent given by District pursuant to this Paragraph shall not constitute implied consent to any subsequent alteration upon or to the Premises, but shall apply only to those items or matters for which consent was expressly requested.
- e) Lessee shall notify District no less than ten (10) business days in advance of any construction on the Premises, and District shall be entitled to post on the Premises notices of non responsibility in favor of District prior to commencement of any such construction.

11) Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

12) Utilities. Lessee shall pay directly to the charging authority promptly as the same become due all bills for any and all services and utilities supplied to the Premises, including but not limited to telephone, water, gas, electricity and garbage removal.

13) Waiver of Claims and Indemnification. Lessee waives all claims against District for loss of business or for damage to property, including the improvements and any alterations thereto and any equipment or machinery therein, or injury or death to persons occurring in, on, or about the Premises, or the Roadway License Area, from any cause arising at any time, except as may be caused by the negligence or willful misconduct of District. Lessee, on behalf of itself and its Permittees, hereby indemnifies District and holds District exempt and harmless from and against any damage to property or injury or death to persons arising from the use by Lessee or its Permittees of the Premises, or the Roadway License Area, or from the failure of Lessee to keep the Premises, the Roadway License Area or the required defensible space in good and safe condition as herein provided. District shall not be liable to Lessee or its Permittees for any damage, injury, or death arising out of the act or negligence of any owner, occupant, or user of any property adjacent to or in the vicinity of the Premises and not owned by District. Lessee shall pay all damage to the Premises and surrounding areas caused by its Permittees, invitees, licensees, agents, contractors, and employees.

- a) Lessee's Indemnity. Lessee shall indemnify, defend and hold harmless ("Indemnify") District and its agents from and against any and all claims, costs and expenses (collectively, "Claims"), incurred as a result of (a) Lessee's use of the Premises, (b) any default by Lessee in the performance of any of its material obligations under this Lease, or (c) any negligent acts or omissions of Lessee or its Agents in, on or about the Premises or the Property; provided, however, Lessee shall not be obligated to Indemnify District or its Agents to the extent any Claim arises out of the negligence or willful misconduct of District or its Agents. Lessee shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that District shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. Lessee's obligations under this Section shall survive the termination of the Lease.
- b) District's Indemnity. District shall Indemnify Lessee and its Agents against any and all Claims incurred as a result of (a) any default by District in the performance of any of its obligations under this Lease or any breach of any representations or warranties made by District under this Lease, or (b) any negligent acts or omissions of District or its Agents in, on or about the Premises or the Property; provided, however, District shall not be obligated to Indemnify Lessee or its Agents to the extent any Claim arises out of the negligence or willful misconduct of Lessee or its Agents. In any action or proceeding brought against Lessee or its Agents by reason of any Claim Indemnified by District hereunder, District may, at its sole option, elect to defend such Claim by attorneys selected by District. District shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that County shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. District's obligations under this Section shall survive the termination of the Lease.

14) Insurance.

- a) Lessee, at Lessee's sole expense, shall obtain and keep in force during the term of this Lease a commercial general liability insurance policy with an insurance company satisfactory to District, protecting District and Lessee against any and all liability arising from Lessee's use of the Premises, or the License Area, or from any occurrence in, on, about, or related to the Premises, or the License Area with a single combined property damage and personal injury limit of Two Million Dollars (\$2,000,000). All such public liability insurance shall insure performance by Lessee of the indemnity provisions hereof, and the policy shall contain a cross-liability endorsement. Lessee agrees to furnish a certificate of such insurance to District naming District as an additional insured on or prior to the commencement hereof, and again upon any renewal or modification of such insurance. No such policy of insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to District. The limits of said insurance shall in no event be deemed to limit the liability of Lessee hereunder.
- b) District shall have no obligation to insure against loss to Lessee's leasehold improvements, fixtures, machinery, equipment, or other personal property in or about the Premises occurring from any cause whatsoever, and Lessee shall have no interest in the proceeds of any insurance carried by District.

15) Assignment and Subletting. The District acknowledges and recognized the following subtenants that are currently in place (existing subtenants):

- Permit Agreement with San Mateo County Transit District executed December 17, 1985
- Permit Agreement with State of California (CHP) executed August 22, 1995
- Permit Agreement with Pacific Gas & Electric executed October 10, 1995
- Permit Agreement with State of California (DOT) executed March 19, 1996

Lessee shall not assign this Lease or any interest therein to any additional subtenants other than those listed and approved above, without the prior written consent of District, which consent shall not be unreasonably withheld. Consent by District to any assignment, including to those subtenants listed above, shall not be deemed to be consent to any subsequent assignment or assignment renewal. An assignment without the prior written consent of District, or any assignment or subletting by operation of law, shall be void and shall, at the option of District, be cause for immediate termination of this Lease. A copy of approved Lessee sublease agreements will be submitted to the District upon signature. Lessee shall provide an annual statement of sublease income to the District upon each anniversary of the sublease commencement date. Any rental or sublease may be reviewed at any time by the District in accordance herewith. District may, for good cause shown, request that a rental or sublease be terminated; in such case, Lessee shall take necessary action to terminate such rental or sublease agreement. Lessee shall not, during the term of this Lease, encumber its interest in the Premises by mortgage or deed of trust or other security instrument, or otherwise use the Premises as security for any indebtedness of Lessee

16) Default.

- a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:
  - (i) The abandonment of the Premises by Lessee; or
  - (ii) A failure by Lessee to observe and/or perform any provision of this Lease to be observed or performed by Lessee.
- b) In the event of any such default by Lessee, and in addition to any other remedies available to District at law or in equity, this Lease and all rights of the Lessee hereunder shall be terminated immediately upon delivery by District of notice of such termination to Lessee. Upon such termination, District may recover from Lessee all amounts to which District may be entitled pursuant to Section 1951.2 of the California Civil Code, or any successor statute hereinafter enacted, including but not limited to (i) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided, discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), and further including (ii) any other amount necessary to compensate District for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to all expenses incurred by District in connection with demolishing all structures on the Premises and removing the debris therefrom, and removing any other property left by Lessee on the Premises.
- c) In addition to the remedies provided above, in the event Lessee fails to perform any of its obligations under this Lease, or fails to pay any sum it is required to pay under this Lease,

District may, but shall not be obligated to, perform or pay the same or cause the same to be performed or paid, and Lessee shall promptly upon demand by District therefore, reimburse to District all costs reasonably incurred by District in connection therewith, together with interest on such sums at the lower of fifteen percent (15%) per annum or the highest rate then permitted by law from the date incurred by District until repaid in full by Lessee.

- 17) Entry by District. In addition to such rights to use the Premises as are reserved by District in Paragraph 6(b), District shall, at any and all reasonable times have the right to enter onto the Premises to inspect the same, to exhibit the Premises to prospective purchasers or Lessees, to post notices of non-responsibility, and to alter, improve or repair the Premises, all without abatement of rent payable by Lessee hereunder. Lessee hereby waives any claim for damages for any loss of occupancy or quiet enjoyment of the Premises occasioned thereby.
- 18) Waiver. The waiver by District of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition hereof. The subsequent acceptance of rent hereunder by District shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted.
- 19) Surrender of Premises.
  - a) At the expiration or sooner termination of this Lease, Lessee shall, at Lessee's sole cost and expense, remove all Improvements, including fixtures, equipment, furnishings and furniture, regardless of whether such items are affixed to the Premises, except for District owned equipment or improvements, and provided that any damage to the Premises occasioned thereby is promptly repaired by Lessee at Lessee's sole cost and expense (unless District expressly waives the need for such repairs).
  - b) Should Lessee terminate the Lease prior to the twentieth year hereof, Lessee shall leave any Improvements identified by District, including fixtures, equipment, furnishings and furniture, regardless of whether such items are affixed to the Premises, for the use and ownership of District. Parties shall negotiate in good faith to determine the Fair Market Value (FMV) of such Improvements by obtaining a joint appraisal of such Improvements from a qualified appraiser. District may purchase said Improvements for such FMV. Should District elect not to purchase any such Improvements, Section 19(a) above shall apply.
  - c) Lessee hereby specifically waives any rights to, and releases District from any and all claims for relocation benefits and/or relocation payments to which Lessee might otherwise be entitled pursuant to California Government Code Section 7260 *et seq.*, and any similar or successor statutes, Lessee shall hold District harmless from and indemnify District against any and all liability, cost, and expense suffered or incurred by District and arising in connection with any such right or claim.
- 20) Holding Over. Any holding over after the expiration of the term, with the consent of District, shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable including the annual rent adjustments. Upon any hold over period the annual rent payments shall be converted to a monthly basis and paid on the 1<sup>st</sup> of each hold over month.



- 21) Indemnification for Frequency Interference Claims. Lessee agrees to indemnify District, hold District harmless and defend District from and against any and all claims, demands, or actions arising from claims of other Lessees of the District of frequency interference caused by Lessee. The parties acknowledge that the Federal Communications Commission (FCC) has exclusive jurisdiction over disputes regarding frequency interference.
- 22) Notices. All notices, statements, demands, requests, approvals, or consents (collectively “notices”) given hereunder by either party to the other shall be made in writing and shall be served personally or by first class mail, certified or return receipt requested, postage prepaid, and addressed to the parties as follows:

District: Real Property Department  
Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022  
(650) 691-1200 (telephone)  
(650) 691-0485 (fax)

Lessee: County of San Mateo  
Information Services Department  
45 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

Or to such other address as either party may have furnished to the other as a place for the service of notice. Any notice so served by mail shall be deemed to have been delivered three (3) days after the date posted.

- 23) Attorneys Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the provisions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees, the amount of which shall be fixed by the court and shall be made a party of any judgment rendered.
- 24) General.
- a) This Lease contains all of the terms, covenants, and conditions agreed to by District and Lessee, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties to this Lease or their respective successors in interest.
  - b) The covenants and conditions hereof, subject to the provisions as to subletting and assignment, shall inure to the benefit of and bind the heirs, successors, executors, administrators, sub-lessees, and assigns of the parties.
  - c) When the context of this Lease requires, the masculine gender includes the feminine, a corporation, or a partnership, and the singular number includes the plural.
  - d) The captions of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.
  - e) This Lease shall be governed and construed in accordance with the laws of the State of California with venue in the County of San Mateo.
  - f) Time is of the essence as to all of the provisions of this Lease as to which time of performance is a factor.

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IN WITNESS WHEREOF, the parties hereto execute this Lease.

MIDPENINSULA REGIONAL OPEN SPACE  
DISTRICT

LESSEE

COUNTY OF SAN MATEO

\_\_\_\_\_  
Curt Riffle  
President, Board of Directors

\_\_\_\_\_  
Adrienne J. Tissier  
President, Board of Supervisors

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Attest: \_\_\_\_\_  
Michelle Radcliffe  
District Clerk

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form: \_\_\_\_\_  
General Counsel

Resolution No.: \_\_\_\_\_

Exhibit A  
Leased Premises

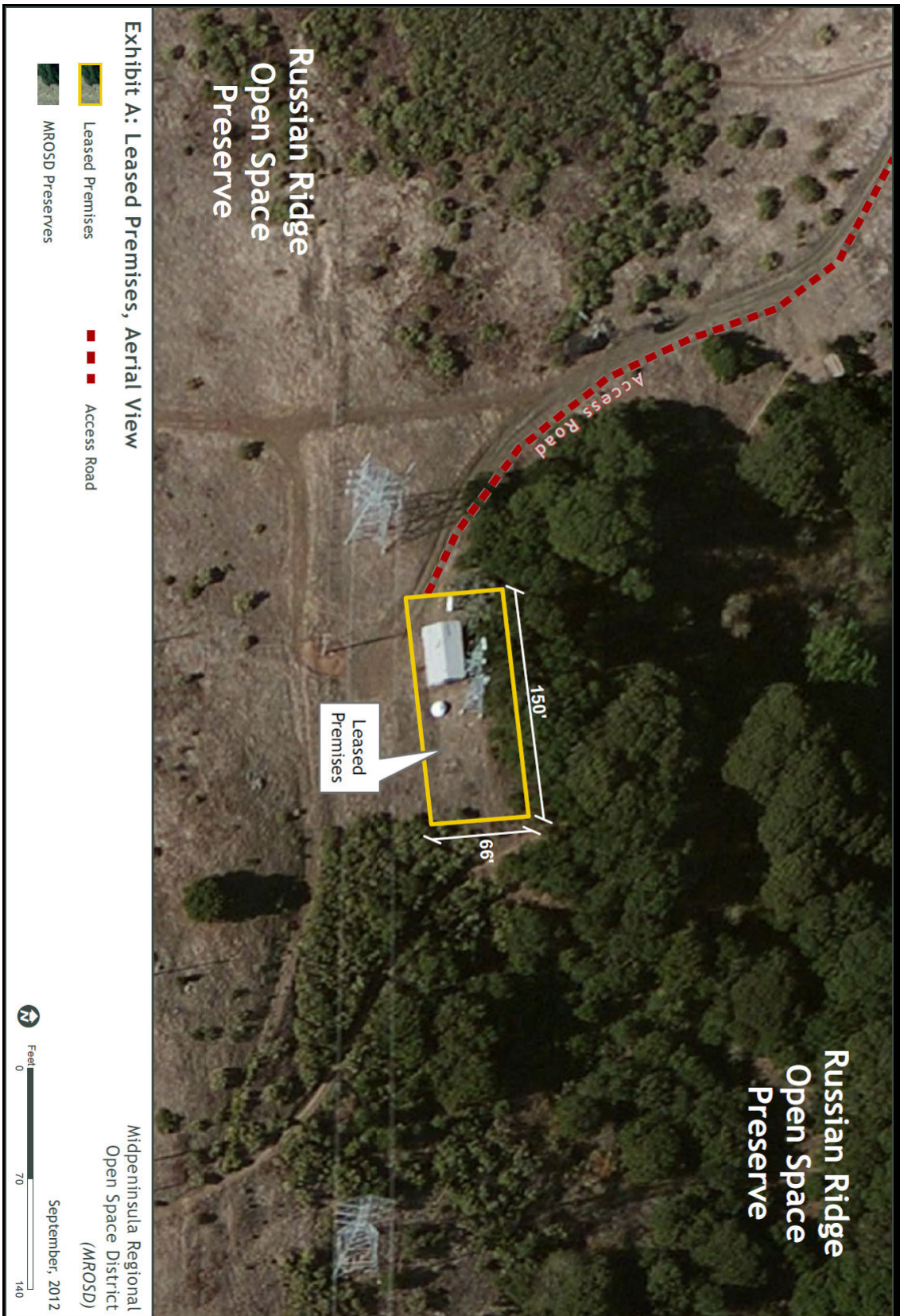


Exhibit B  
Permit Agreement at Rolfe Mountain  
(#5350)

Exhibit C  
Permit Agreement at Pise Hill  
(#5351)



Exhibit D  
Roadway License Area

