

RADIO SITE RENTAL AGREEMENT

OWNER / LESSOR	CUSTOMER / LESSEE
Name: KNVN	Name: County of Tehama
Address: 3460 Silverbell Rd. Chico, CA 95973	Address: 727 Oak St. Red Bluff, CA 96080
Site: Tuscan Tower	Phone: 530-527-4655

GENERAL TERMS

1. This agreement constitutes the entire understanding between Lessee and Lessor and may not be assigned, subleased, transferred, nor modified without the mutual consent of both parties.

AGREEMENT TERM

2. A. This agreement shall be for a term of (5) years, commencing 7/5/21 and terminating sixty (60) months thereafter. Lessee shall have the option, by written notice, given at least six months prior to the expiration of the term to renew this License for one (1) additional five (5) year term under the same terms and conditions.
- B. Notwithstanding any other provision of this Lease, Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate or allocate sufficient funds for this lease in any fiscal year, or reduce any such appropriation or allocation previously made. In the event Lessee elects to terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.
- C. If the radio site or any equipment or antenna therein is rendered unusable as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature (hereinafter "Casualty"), Lessee may terminate this agreement on 60 days' notice.

PROVISIONS

3. Lessor shall provide to Lessee designated space at the radio site named above for non-exclusively occupied installation of one radio equipment combination, one antenna system and commercial power necessary to transmit and receive emissions of Federal Communications Commission licensed radio system(s) for which Lessee operates equipment.
4. Lessor shall provide to Lessee uninsured physical site security for protection of Lessee's property, access to site as necessary for inspection and maintenance, and continuity of commercial power service as reasonably permitted by normal site conditions.
5. Lessor shall provide connection to a commonly shared equipment antenna combining system instead of Lessee's owned antenna system and make reasonable effort to provide continuity of service with optimum performance as permitted by normal equipment and site conditions. Lessor shall be solely responsible for electrical power for the commonly shared equipment antenna.

OBLIGATIONS

6. Equipment shall be installed in one (1) rack space. A rack space is 19 inches wide by 24 inches deep by 24 inches high and may consist of radio receiving and transmitting equipment. Anything in excess of these dimensions will

RADIO SITE RENTAL AGREEMENT

be considered an additional rack space and shall require an amendment to this agreement. Lessee shall notify Lessor of any changes in equipment installed on Lessor's site.

7. Lessee shall post at site and provide Lessor with current copy of FCC licenses applicable to equipment installed at Lessor's site.
8. Lessor shall not be responsible for property taxes on equipment owned by Lessee.
9. Lessee shall be responsible for any radio frequency interference caused by Lessee's equipment to other users at radio site and correct defects as necessary to mutual agreement with other users of Lessor.

LIMITATIONS

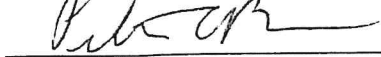
10. Lessee shall not alter nor damage Lessor's property in any way without specific permission and shall so instruct employees and contractors performing work for Lessee at Lessor's site.
11. Lessee or Lessee's representative shall not make claim to Lessor nor hold Lessor responsible for any injury, mishap, damage to or loss of property, unless caused by the negligence or intentional misconduct of Lessor, nor for inaccessibility due to weather, road or other conditions, accidental loss of radio use, loss of revenue, or any other factor beyond Lessor's responsible control.

PAYMENT

12. Lessee shall pay Lessor \$5871 annually for radio site occupancy of equipment specified in the Agreement. The first monthly charge shall be due on the first day of the month following Lessee's execution of this Agreement (July 1, 2021) and succeeding monthly charges due on the 1st of the month.
13. Commencing August 1, 2021, and each August 1st thereafter during the term of this agreement, rent will increase by 3% each year.
14. Lessor shall notify Lessee in writing at Lessee's address first written above if default of this Agreement should occur. Lessor acknowledges that Lessee intends to use the installed radio equipment for the provision of emergency services, and that such service consequently cannot be interrupted during the term of this agreement due to any dispute between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement this 21 day of June, 2021.

KNVN-TV Owner/Lessor



COUNTY OF TEHAMA, Customer/Lessee



E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: KNVN.

Contract Description: Agreement with KNVN for the use of the Tuscan Butte radio tower
for EMS.

APPROVED AS TO FORM:



Date: 06/01/2021

Office of the Tehama County Counsel
Richard Stout, County Counsel

