

RIGHT-OF-WAY GRANT/TEMPORARY CONSTRUCTION PERMIT

1. Subject to the following terms and conditions, stipulations and limitations, COUNTY OF LAKE, a political subdivision of the STATE OF CALIFORNIA (hereinafter "County" or "County of Lake"), hereby grants a non-exclusive right-of-way to DIGITALPATH, INC. its officers, employees, designees, contractors and agents (hereinafter "Holder").
2. Nature of Interest:
 - a. By this instrument, the Holder receives a right to construct, install, inspect, operate, and maintain, an underground conduit and fiber optic cable (hereinafter "Improvements"), of the type hereinafter specified, on the Public Lands described as follows and more particularly described in Exhibit A attached hereto.

Lots 1, 3 5 and 6 and the Southwest quarter of the Northeast quarter of
Section 8, Township 13 North, Range 8 West, M.D.M.
APN 009-002-09

- b. County hereby grants to Holder the right to ingress and egress the Public Lands as reasonably required to move workers, equipment, and materials over, within, and upon said Public Lands for the purpose of constructing, installing, inspecting, operating, and maintaining the Improvements.
3. Construction Period:

Notwithstanding the other rights granted herein, the right to construct and install the referenced underground conduit shall commence on the effective date of this instrument and shall terminate sixty (60) days thereafter.
4. Ownership of Conduit:

Upon completion of construction and installation of said Improvements, which shall be recognized no later than the end of the Construction Period set forth hereinabove, ownership of the underground conduit shall revert to the County of Lake, who thereafter shall have no obligation to maintain said conduit on behalf of Holder.
5. The right-of-way area granted herein on the Public Lands described above, as more particularly described in Exhibit A attached hereto, is 18 inches wide, 85 feet long, 18 inches deep.
6. This instrument shall terminate concurrently with Facility Space License Agreement by and between the County of Lake, Licensor, and Digital Path, Inc., Licensee, dated November 17, 2011, as said Agreement may be amended.
7. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the Holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of expiration, or prior termination, of the grant.
8. Consideration:

For and in consideration of the rights granted, the Holder agrees to ensure that the fiber optic cable installed hereby shall have the capacity for at least a 10-Gigabit circuit.
9. Terms and Conditions:
 - a. Failure of the Holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

- b. The Holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
 - c. Holder and its officers, employees, designees, contractors and/or agents shall exercise reasonable precautions necessary to protect and to prevent damage to the Public Lands described herein or this right-of-way during Holder's presence on the Property. If any County improvements are damaged or removed by Holder and/or its officers, employees, designees, contractor, and/or agents, these shall be promptly restored or replaced by Holder to as near original condition and location as possible.
 - d. Execution of a Right-of-Entry Permit obligates the Plan Holder to conduct all necessary environmental reviews in compliance with CEQA requirements. A copy of any environmental document so generated shall be provided to the County for review.
 - e. Holder shall comply shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and, and similar issues.
10. Stipulations for Right-of-Way
- a. Holder must comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Comprehensive, and Liability Act, 42 U.S.C. 9601 et seq., (CERCLA) and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.
 - b. The grant is subject to all valid rights existing on the effective date of this grant. The right-of-way shall be relinquished to the County of Lake if the authorized uses are no longer needed.
 - c. No assignment of this right-of-way grant shall be recognized unless and until it is approved in writing by the Authorized Officer of the County of Lake.
 - d. The Holder shall notify the County of Lake a minimum of five (5) business days prior to the commencement of construction.
 - e. If subsurface cultural resources or paleontological resources are identified during operations, activity in the vicinity of the resource will cease and the County of Lake Public Services Director notified immediately (16 U.S.C. 470aa-470mm; Public Law 96-95 and amendments). Pursuant to 43 C.F.R. 10.4 the Holder of this authorization must notify the County of Lake Public Services Director, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. The project permittee must stop activities within 100 ft. of the discovery and protect it for 30 days or until notified to proceed by the authorized officer. The Holder would be responsible for the cost of evaluation, and any decision made by the County of Lake as to proper mitigation measures.
 - f. Holder is responsible for informing all persons associated with this project that they would be subject to prosecution for knowingly disturbing Native American Indian shrines, historic and prehistoric archaeology sites, or for collecting artifacts of any kind, including historic items and/or arrowheads from Federal lands pursuant to the 1906 American Antiquities Act (P.L. 59-209; 34 Stat. 225; 16 U.S.C. 432, 433), the

Archaeological Resource Protection Act of 1979 (P.L. 96-95; 93 Stat. 721; 16 U.S.C. 470ee as amended), and/or other federal laws and regulations.

- g. No maintenance of equipment that might result in a spill of hazardous material, such as oil changes, is allowed on the Public Lands described herein or this right-of-way.
- h. All spills of hazardous materials on this right-of-way will be reported to the Lake County Environmental Health Department at (707) 263-1164.
- i. Indemnification:
Holder of this right-of-way shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Holder's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.
- j. Notices:
All notices between the parties shall be in writing addressed as follows:

County of Lake
Public Services Director
255 N. Forbes Street
Lakeport, CA 95453
(707)262-1618

Digital Path Inc.
1065 Marauder St
Chico, CA 95973
(530) 571-7667

11. Counterparts: This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

12. Effective Date: The effective date of this instrument is _____, 2018

IN WITNESS WHEREOF, the undersigned have executed the within instrument on the date first written above.

LICENSOR:
COUNTY OF LAKE

LICENSEE:
DIGITAL PATH, INC.

By: _____

By: _____

(Print Name and Position)

(Date)

Attest: Carol J. Huchingson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Anita L. Grant
County Counsel



By: _____

**BUCKINGHAM
PEAK**

928B KNOXCT RD
KELSEYVILLE, CA 95451

ISSUE STATUS	
Δ	REVISION
1	10/09/15
2	10/09/15
3	10/09/15
4	10/09/15
5	10/09/15
6	10/09/15
7	10/09/15
8	10/09/15
9	10/09/15
10	10/09/15
DRAWN BY: C. CODY	
CHECKED BY: M. FLEMING	
APPROVED BY: M. FLEMING	
DATE: 09/09/15	

Streamline Engineering
3248 Penny Rd, Suite 200, Loomis, CA 95650
Contact: Kevin Decker Phone: 916-660-1830
E-Mail: kevin@streamlineeng.com Fax: 916-660-1841

**LAKE COUNTY
FACILITIES**

SHEET TITLE	
SITE PLAN A &	
SITE PLAN B	
SHEET NUMBER	
A-2	

SITE PLAN A
1"=10'-0"

SHEET TITLE	
SITE PLAN A &	
SITE PLAN B	
SHEET NUMBER	
A-2	

SITE PLAN B
1"=10'-0"

Digital Path
Row