COMMUNICATIONS GROUND LEASE FORM
MODEL

Note: This model was adapted form a State DGS document from 2005

LEASE COVERING PREMISES LOCATED AT:           Lease No.: 

AGENCY: 

THIS LEASE, made and entered into this ___ day of ___, 20 ___, by and between the State of California acting by and through its Director of General Services, with the approval of the __________ (agency), hereinafter called State, and the __________ (tenant), hereinafter called Lessee.

WITNESSETH:

PROPERTY DESCRIPTION

WHEREAS, State has under its control certain real property located in the County of, State of California, commonly known as the (property name); and more particularly described as follows: (Legal Description)

WHEREAS, States policy is to make said real property available for lease as an electronic communications site when it is for the benefit of the public and same is consistent with the State of California’s programs and needs; and

WHEREAS, it is in the best interest of the State that such a lease be consummated on the terms and conditions herein contained:

NOW, THEREFORE, it is hereby mutually agreed as follows:

AREA

1. The State does hereby lease to Lessee, and Lessee does hereby hire from State, approximately square feet of land located within the boundaries of the, situated in the County of, State of California, hereinafter called the Premises, as outlined in Exhibit “ ” and more particularly described in Exhibit “ ” herein and made part hereof.

USE

2. The State grants to lessee the right to construct, maintain and operate a telecommunications facility on the Premises subject to the restrictions herein.

(a) The leased Premises shall be used during the term hereof solely for the purpose of constructing, operating, and maintaining a telecommunications (cell site/broadcast/receiver/repeater) facility as described in Lessee’s Site Application, State Form (COM-311/TD-3 12) and further described in Lessee’s proposal attached hereto and made a part hereof, marked Exhibit(s) “” and “”, and all facilities necessary thereto and such other transmitting and receiving equipment as State may from time to time consent to in writing, and for no other purpose or purposes, whatsoever. All leases shall comply with standards as shown in Exhibit “”.

CRL026 2005
(b) Prior to any construction or reconstruction, the Lessee shall submit a complete set of plans to State and construction is not to proceed prior to approval of said plans by State. After construction, State will inspect construction for conformity to plans, prior to issuance of permission of use by Lessee.

(c) Lessee shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances, and regulations now in force, or which may be in force pertaining to the Premises.

(d) Lessee shall provide the maintenance and repair of the building(s) and tower(s), including but not limited to the foundations, floors, exterior and interior walls, ceilings, roof and all structural portions of the building(s) and tower(s). The Lessee shall not be responsible in any manner for the maintenance and repair of the equipment of the State, or its political subdivisions within the facilities provided to the State.

(e) Any physical change to the improvements at the facility’ shall comply with the California Environmental Quality Act.

TERM

EITHER

3. The term of this lease shall be commencing on the first day of and ending on.

   {Lessee shall have the right of first refussal to enter into a new ground lease upon terms and conditions to be negotiated at the expiration of this lease.}

   All of Lessee’s right, title and interest in the building(s) shall, at the option of the State, pass to the State of California upon the expiration of the original term of this lease.

   Except, however, if the State shall choose not to exercise its option to acquire title to the improvements constructed by the Lessee, the Lessee shall remove the same within a reasonable time and restore the land to its original condition prior to construction. Should the Lessee fail to remove the property subject to this lease, the State may perform this work or have it done, and the Lessee shall assume liability for the cost of this removal and restoration of the site.

   All equipment in the building(s) or on the tower(s) shall remain Lessee’s personal property and will be removed or caused to be removed by Lessee at the end of the term of the ground lease or any extension thereof.

   This lease may be canceled by either party at any time upon giving written notice to the other party at least sixty (60) days prior to the date when such termination shall become effective.

TERM

OR (For Federal Only)

3. The term of this lease shall commence on October 1, 20XX, and shall terminate on September 30, 20XX with Lessee having four successive one-year options to renew on a federal fiscal year basis (October 1 through September 30), with the last of the four one-year terms ending September 30, 20. Said option shall be deemed exercised and the lease renewed each year, for one year, unless the Lessee gives sixty (60) days prior written notice that it will not exercise its option. Any extension or renewal of this lease and compliance with the conditions thereof is conditional upon passage of an appropriation by Congress from which expenditures thereunder may be made.
**RENT**

**EITHER**

4(a.) Lessee shall make rental payments for the leased Premises monthly in advance, the sum of *(S)* commencing on the first day of.

Payments shall be made to:
(State Agency name & address)

{(b.) Until such time, Lessee will be credited a sum of $, as specified in Paragraph , commencing with the execution of the lease effective.)

(c) Beginning, and each year thereafter during the term of this lease, the State will automatically increase, and Lessee shall automatically pay, the monthly rent, payable under this lease. The amount of the annual rent increase shall be determined by multiplying the previous monthly rent by five percent (5%).

**RENT**

**OR (For Federal Only)**

4(a). Lessee shall make rental payments for the leased Premises annually in arrears, the sum of *(S)* beginning one year from the commencement date of this lease.

Payments shall be made to:
(State Agency name & address)

(b.) Beginning ________, and each year thereafter during the term of this lease, the State will automatically increase, and Lessee shall automatically pay, the annual rent, payable under this lease. The amount of the annual rent increase shall be determined by multiplying the previous annual rent by five percent (5%).

**ADMINISTRATIVE CHARGE/FEES**

5. Lessee shall pay, at the time of the execution of this lease a one-time charge of $1,500 to cover the costs associated with the preparation and the engineering and technical analysis of this lease to assure complete compatibility of operations at the site. Payment shall be made to the agency name and address in Paragraph 4(a.)

**DEFAULT**

6. Lessee shall pay said rent to the State without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from State to Lessee of such default, this lease shall be terminated. In the event of termination of this lease, it shall be lawful for State to reenter into and upon the Premises and every part thereof and to remove and store at Lessee’s expense all property there from and to repossess and occupy’ the Premises. In the event State terminates this lease pursuant to this paragraph, the State shall not be required to pay’ Lessee any sum or sums whatsoever.

**STANDARDS**
7. Lessee agrees to install, maintain, and operate its electronic equipment in accordance with the specific site standards more particularly described in Exhibit “ and any other statutes pertaining to the use of electronic equipment. If Lessee was in occupancy under a previous lease, Lessee will have 180 days from the commencement of this lease to conform to the new site standards. In the event Lessee’s installation, or operation, in any way hinders, obstructs, or interferes with, the radio or electronic equipment of the State, or any tenant at said site, Lessee shall, at its sole cost and expense, upon receipt of written notification, forthwith cease the interfering installation or operation.

ELIMINATION OF INTERFERENCE

8(a.) If such hindrance, interference or obstruction cited in Paragraph 7 is not eliminated or does not fully cease within thirty (30) days after receipt by Lessee from State of a notification of the existence thereof, State shall have the right to order cessation of Lessee’s equipment as may be necessary to continuously eliminate said interference. In the event of Lessee’s inability or refusal to eliminate such interference, State may at its option, immediately terminate this agreement and evict Lessee.

(b.) Any interference and compatibility testing required hereunder for radio interference with other equipment at the Premises, of such equipment installed, or changes to said equipment, shall at the sole cost of Lessee, be made by a qualified technical person representing Lessee and a representative designated by State. If the test is satisfactory to both the technical person and the State representative, a certification of such test signed by both the technical person and the State representative shall be forwarded to State at locations indicated in Paragraph 13. Any costs incurred by the State to conduct compatibility testing shall be reimbursed to the State within thirty (30) days upon receipt of billing or lease will be terminated.

(c.) Any interference of the State electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Lessee’s equipment. Failure to do so immediately upon notification of such interference will be grounds for immediate termination of lease and eviction of Lessee.

COMPLIANCE TO STATUTES

9(a.) The installation and maintenance of the radio equipment of Lessee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the State. Lessee shall at all times comply with the statutes, laws, ordinances and regulations of any competent government authority which are applicable to the operation and maintenance of such radio equipment.

(b.) All work shall meet requirements of Division 12.5 of the Health and Safety Code, Section 1, Chapter 2, “Essential Services Buildings.” (See attached Design Requirements, Exhibit “’.)

(c.) If any of Lessee’s improvements or equipment are destroyed by acts of nature, Lessee may replace them with improvements and equipment of the same general type that meets or exceeds the technical specifications of the original equipment. The improvements shall occupy no more land area and the equipment shall consume no more electrical power than contained in the original specifications. Lessee shall immediately notify State of such items and the date the replacement is completed.

SUBLET CLAUSE AND CHANGE IN USE

10. Lessee shall not transfer nor assign this lease, and shall not sublet, license, permit or suffer any use of
the leased Premises or any part thereof, or lease space in any building constructed on said land, provide radio equipment for the use of others, or cause or permit any change of any equipment installed in such Premises, including power outputs or changes in the use of the frequencies described in Exhibit “”, except upon making a written request to State for each such transaction and the obtaining of State’s prior written consent thereto. Lessee shall display on each piece of equipment the appropriate license from the federal regulation agency.

ACCESS TO PREMISES

11. Only the Lessee, its properly qualified and its authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said leased Premises. If communication equipment of Lessee is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon the express consent of State having first been obtained.

RIGHTS RESERVED BY STATE

12(a.) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to use for grazing purposes, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.

(b.) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said property. This lease is subject to all existing easements and rights of way. State further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easement. The public utility will be required to reimburse Lessee for any damages caused by the construction work on the easement area.

(c.) No priority or other rights shall attach to the use of any space in State’s building or on said site other than those specifically provided for in this lease.

(d) State reserves the right to enter on the leased Premises and into the Lessee’s improvements in a emergency incident. The State further reserves the right to temporarily correct any problems the State may have with the Lessee’s equipment that interferes with the State’s ability to communicate during the emergency incident.

NOTICES

13. All notices herein provided to be given or which may be given, by any party to the other parties, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed to the other parties at their addresses set forth below. The addresses to which the notices shall be mailed as aforesaid may be changed by written notice given by subject party to the other parties; but nothing herein contained shall preclude the giving of any such notice by personal service.

State:
List addresses of OREDS, Agency, and DGS Telcomm

Lessee:
List addresses of tenant and others Lessee requires notice to
HAZARDOUS WASTE

The following activities are prohibited on the premises:

14(a). Use or storage of any hazardous substance or hazardous chemical as those terms are used in CERCLA (42 USC 9601(14)); or SARA (42 USC 110211 (e)) or any similar State law, or any pesticide, oil, petroleum product or fuel; except only materials packaged and purchased for consumer use in containers not to exceed one gallon, or fuel in a vehicle fuel tank is prohibited. Use of pesticides should be minimized, and will be applied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions. Aerial application is prohibited.

(b.) Accumulation, storage, treatment, or disposal of any waste material is prohibited; excepting only temporary storage, not to exceed fourteen (14) days or non-hazardous solid refuse produced from activities on the Premises for pick up by municipal or licensed commercial refuse service, and lawful use of sanitary sewers (if any) for domestic sewage.

(c) Manufacturing; maintenance of equipment or vehicles, or use, installation or construction of vessels, tanks, (stationery or mobile), dikes, sumps, or ponds; or any activity for which a license or permit is required from any government agency for (1) transportation, storage, treatment, or disposal of any waste, (2) discharge of any pollutant including but not limited to discharge to air, water, or a sewer system is prohibited.

(d.) Any spill or release of a hazardous material to the air, soil, surface water, or groundwater will be immediately reported to the State as well as to appropriate government agencies, and shall be promptly and fully cleaned up and the Premises (including soils, surface water, and groundwater) restored to its original condition.

(e.) Should Lessee desire to use pesticides on the area (either herbicides, rodenticides, or insecticides) all applicable Environmental Protection Agency (EPA) standards must be met and prior approval must be received from the State and not all EPA approved pesticides will be permitted. No dumping of hazardous wastes (petroleum) shall be permitted. Lessee will fill out form FG-880 and submit it to the area manager at least seven (7) days prior to application of pesticides. State reserves the right to disapprove the use of any pesticide. Lessee shall obtain all county, state or federal permits required, including restricted pesticide use and burning permits and comply with all conditions of those permits. Lessee shall submit to the area manager a copy of all permits.

PROHIBITED USES

15. Lessee shall not commit, suffer, or permit any waste on the leased Premises or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the leased Premises for any illegal or immoral purposes.

((b.) Since the Premises are situated on the grounds of (name of institution), Lessee will comply with all rules and regulations adopted by said institution. Said rules prohibit but are not limited to, the possession or use of firearms, liquor, or illegal drugs. Any wilful violation of said rules and regulations of or terms of this lease will be grounds for immediate termination of this lease and eviction of Lessee.)

HOLD-OVER AND LEASE RENEWAL

16(a.) Should Lessee hold over after the expiration of the term of this lease with the consent of State, expressed or implied, said tenancy shall be deemed to be a tenancy only from month-to-month subject to a
rent increase of 5% from the rate specified in Paragraph 4, and payable on a monthly basis in advance, subject otherwise to all the terms and conditions of this lease insofar as applicable.

(b.) State offers and Lessee accepts no assurance that the leased Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

FIRE AND CASUALTY DAMAGES

17. State will not keep improvements which are constructed or installed by Lessee under the provisions of this lease insured against fire or casualty, and Lessee will make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State of California in the course of their employment.

IMPROVEMENTS AND MODIFICATIONS

18. Lessee shall at its sole cost and expense, have the right from time to time during its tenancy of the leased Premises to:

(a) Improve the leased Premises in a manner consistent with the purposes of this agreement as set forth in Paragraph 2 hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the leased Premises under control of the State or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement shall be submitted to State in advance of such construction or enlargement, and shall be subject to written approval by State. State will not unreasonably withhold such approval, and such approval shall not constitute approval of any radio or electronic equipment installed or to be installed by Lessee, and shall not relieve Lessee of the obligation of complying with any and all terms and conditions of this agreement; Lessee shall notify the State thirty (30) days prior to the actual installation.

(b.) Furnish, install and use in, upon, and under, and to remove from the leased Premises such wires, equipment and other property of whatsoever kind and nature as Lessee deems necessary consistent with the purpose of this agreement as set forth in Paragraph 2 hereof, and

(c.) Connect such wires and equipment to lines adjoining the leased Premises. All work done by Lessee on the leased Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations. and shall in no way impair visibility from any other improvement or installation of the State or anyone claiming under it, and provided further that the leased Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contribution to any work thereon.

DISPOSITION OF LESSEE’S IMPROVEMENTS

19. All improvements constructed on and all other improvements placed on the leased Premises or its appurtenances by Lessee, and all wires, equipment, and other property placed in, upon, or under the leased Premises or its appurtenances by Lessee shall remain the property of Lessee and shall be removed by Lessee, at its sole cost and expense, within sixty (60) days after termination of Lessee’s tenancy of the leased Premises, but should Lessee fail to do so within sixty (60) days after termination, State may do so at the risk of Lessee, and all cost and expense of such removal as aforesaid shall be paid by Lessee on demand; provided, however, upon said termination of Lessee’s tenancy, Lessee may, with the written consent of State, abandon in place any and all of said improvements, whereupon title to said improvements as abandoned by Lessee shall vest in State.
CONDITION OF IMPROVEMENTS

20. Lessee shall not call on State to make any repairs or improvements on the leased Premises and Lessee shall keep the same in good order and condition at its own expense.

ACCESS ROAD

21. State hereby grants to Lessee a nonexclusive right to use, during the term of this instrument, the access road which serves (site project name). Said right shall be subject to provisions of Paragraph 9 hereof, and to the following conditions and terms:

(a.) Lessee shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them, or any of them to have access to Lessee’s facilities, now or hereafter located on said (site project name).

(b.) Lessee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Lessee shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

(c.) In the event locked gates are placed in fences now or hereafter crossing said road, Lessee shall provide locks in such a manner that the gates may be used without disturbing the locks of others.

VACATING THE PREMISES

22. Lessee shall, on the last day of said term or sooner termination of this agreement, peaceably and quietly leave, surrender, and yield to State, all and singular, the leased Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. Upon termination, a qualified State representative shall inspect the Premises to determine that the Premises were left in accordance to the terms specified. In the event damage has occurred, Lessee shall assume liability for the cost to restore the leased Premises to its prior condition.

INDEMINIFICATION OF STATE

EITHER

23. Lessee does hereby agree to indemnify and save State, its officers, agents, and employees, harmless from any loss, damage, or liability which shall be caused by or may arise from the exercise by Lessee of any of the rights herein granted, and from all claims, demands, and causes of action that may be brought against State, its successors, or assigns, caused by, arising out of, or in any way connected with the exercise by Lessee of any of the rights herein granted.

OR (For Federal Only)

23. Lessee does hereby agree to indemnify and save State, its officers, agents, and employees, harmless from any loss, damage, or liability’ which shall be caused by or may arise from the exercise by Lessee of any of the rights herein granted, and from all claims, demands, and causes of action that may be brought against State, its successors, or assigns, caused by, arising out of, or in any way connected with the exercise by Lessee of any’ of the rights herein granted, limited to the extent that they are covered under the Federal Tort Claims Act, 28 US 267 1-2680.

TAXES

24. The Lessee agrees to pay all lawful taxes, assessments or charges which at any time may be levied by
any public entity upon any interest in this agreement or any possessory right which Lessee may have in or to
the leased Premises or the improvements thereon by reason of Lessee’s use or occupancy thereof or
otherwise as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances,
equipment and property owned by Lessee in or about said Premises. It is further understood that this lease
may create a possessory interest subject to property taxation and Lessee may be subject to the payment of
property taxes levied on such interest.

DISCRIMINATION

EITHER
25. Lessee will not discriminate against any employee or applicant for employment because of race,
color, religion, ancestry, sex, age, national origin, or physical handicap. The Lessee will take affirmative
action to insure that applicants are employed, and that employees are treated during employment, without
regard to their race, color, religion, ancestry, sex, age, national origin, or physical handicap. (See California
Government Code Sections 12920-12994 for further details.)

For Federal Only
25. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or
part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be
construed to extend to this lease contract if made with a corporation for its general benefit.

The State warrants that no person or selling agency has been employed or retained to solicit or secure this
lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
excepting bona fide employees or bona fide established commercial or selling agencies maintained by the
State for the purpose of securing business. For breach or violation of this warranty the Government shall
have the right to annul this lease without liability or in its discretion to deduct from the rental price or
consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance
with general business practice, and who have not obtained such licenses for the sole purpose of effecting
this lease, may be considered as bona fide employees or agencies within the exception contained in this
clause.)

26. Lessee shall furnish a certificate of insurance to State with amounts of public liability insurance of not
less than $300,000 for each person, $500,000 for each occurrence and property damage of at least
$100,000, or a combined single limit policy of not less than $500,000 naming the State of California, its
officers, agents and employees as additional insureds. It is agreed that State shall not be liable for the
payment of any premiums or assessments on the insurance coverage required by this paragraph. The
certificate of insurance shall provide that the insurer will not cancel the insured’s coverage without thirty
(30) days prior written notice to State. Lessee agrees that the insurance herein provided for shall be in effect
at all times during the term of the lease. In the event said insurance coverage expires at any time or times
during the term of this lease, Lessee agrees to provide State at least thirty (30) days prior to said expiration
date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than
one (1) year. In the event Lessee fails to keep in effect at all times insurance coverage as herein provided,
State may, in addition to any other remedies it may have, terminate this lease upon the occurrence of such
event.
If Lessee is self-insured, Lessee shall provide State with written acknowledgement of this fact at the time of the execution of this Lease. Lessee shall annually thereafter, on the anniversary of the date of execution of this Lease, provide State with a written acknowledgement of this continuation of its self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify State of this fact.

**ESSENCE OF TIME**

27. time is of the essence of each and all of the provisions, convenants and conditions of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the date first hereinafter written.

ADD SIGNATURE BLOCKS