

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Lease") is made and entered into this 4th day of August, 2020 ("Effective Date"), by and the COUNTY OF FRESNO, a political subdivision of the State of California, 333 W. Pontiac Way, Clovis, CA 93612, ("Lessor"), and Vast Networks/CVIN, 7447 N. Palm Bluffs Ave., Ste. 105, Fresno, CA 93711 ("Lessee"). Lessor and Lessee may be referred to in this Lease individually as a "Party" or collectively at times as the "Parties".

WITNESSETH

WHEREAS, Lessor owns that certain plot, parcel or tract of land, together with all rights privileges arising in connection therewith, located at the North East corner of East Jensen and the Fowler Switch Canal, identified as APN 315-021-22T, as described on the attached Exhibit A, in the County of Fresno, State of California ("Property");

WHEREAS, a certain portion of the Property is not currently needed for use by Lessor; and

WHEREAS, Lessee desires to use a portion of the Property in connection with its federally licensed communications business.

1. OPTION TO LEASE

- a. Lessor hereby grants Lessee the option to lease ("Option") a portion of the Property measuring approximately 1,200 square feet, as described on the attached Exhibit B, which is incorporated by this reference ("Premises").
- b. During the Option Term, as defined in Section 3, herein, and any extension thereof, and during the term of this Lease, Lessee and its agents, engineers, surveyors, and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate, at Lessee's sole discretion, for its use of the Premises, and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off

1 the Property that, in the opinion of Lessee, are necessary, in Lessee's sole
2 discretion, to determine the physical condition of the Property. These activities may
3 include evaluations of the environmental history of the Property, Lessor's title to the
4 Property, and the feasibility or suitability of the Property for Lessee's Permitted Use,
5 all at Lessee's expense. Lessee will not be liable to Lessor or any third party on
6 account of any pre-existing defect or condition on or with respect to the Property,
7 whether or not such defect or condition is disclosed by Lessee's inspection. If Lessee
8 does not exercise the Option, Lessee must return the Premises to the condition
9 existing upon the Effective Date of this Lease within 10 days of the expiration of the
10 Option Term.

11 c. In consideration of Lessor granting Lessee the Option, Lessee hereby agrees to pay
12 Lessor the sum of \$500.00 upon execution of this Lease.

13 d. During the Option Term and any extension thereof, Lessee may exercise the Option
14 by notifying Lessor in writing. If Lessee exercises the Option, then Lessor shall lease
15 the Premises to the Lessee subject to the following terms and conditions. If Lessee
16 does not exercise the Option during the Option Term, this Lease shall terminate, and
17 the parties will have no further liability to each other. Lessee is not obligated to
18 provide notice to Lessor that Lessee will not exercise the Option.

19 **2. PERMITTED USE** – After exercise of the Option, Lessee may use the Premises for the
20 transmission and reception of communications signals and the installation, maintenance, operation,
21 repair and replacement of its communication fixtures and related equipment, cables, accessories and
22 improvements (collectively the "Communication Facility"); such use includes the right to test, survey and
23 check title on the Property, and the right to construct an equipment shelter or cabinet, and fencing and
24 any other items necessary to the successful and secure operation of the Communication Facility.
25 Lessor and Lessee agree that Exhibit B shows the initial installation of the Communication Facility, and
26 that it does not limit Lessee's rights under this Section 2. Lessor's execution of this Lease will signify
27 Lessor's approval of Exhibit B. Lessee has the right to install and operate transmission cables from the
28 equipment shelter or cabinet, in a location not on the Premises and shown on Exhibit B, electric lines

1 from the main feed to the equipment shelter or cabinet, and underground communication lines from the
2 main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations
3 or additions ("Lessee Changes") appropriate for Lessee's use. Lessee Changes include the right to
4 construct a fence around the Premises, and undertake any other appropriate means to secure the
5 Premises. Lessee agrees to comply with all applicable governmental laws, rules, statutes and
6 regulations relating to its use of the Communication Facility on the Property. Lessee has the right to
7 modify, supplement, replace, upgrade, expand the equipment, or relocate the Communication Facility
8 within the Premises at any time during the term of this Lease, subject to Lessor approval. Lessee will
9 be allowed to make such alterations to the Property in order to accomplish Lessee's Changes, or to
10 ensure that Lessee's Communication Facility complies with all applicable federal, state or local laws,
11 rules or regulations.

12 **3. TERM**

- 13 a. The Option Term shall be 6 months from the Effective Date of this Agreement.
- 14 b. The initial lease term will be fifteen (15) years ("Initial Term"), commencing upon the
15 Commencement Date, as defined in Section 4(a), herein. The Initial Term will
16 terminate on the last day of the month in which the fifteenth (15th) annual
17 anniversary of the Commencement Date occurred.
- 18 c. This Lease will automatically renew for three (3) additional five (5) year term(s) (each
19 an "Extension Term"), upon the same terms and conditions contained herein, unless
20 the Lessor or Lessee notifies the other of its intention not to renew this Lease at least
21 three hundred and sixty five (365) days prior to the expiration of the existing Term.
- 22 d. If Lessee remains in possession of the Premises after the termination or expiration
23 of this Lease, then Lessee will be deemed to be occupying the Premises on a month
24 to month basis (the "Holdover Term"), subject to the terms and conditions of this
25 Lease.
- 26 e. The Option Term, Initial Term, the Extension Term and the Holdover Term may be
27 collectively referred to as "the Term."

28 **4. RENT**

1 a. Commencing on the date that Lessee commences construction (the
2 "Commencement Date"), Lessee shall provide the County of Fresno, Internal
3 Services Department, a monthly credit on the County's bill for its 10 Gigabit Internet
4 Connection equivalent to the value of a 1 Gigabit Internet Connection.

5 **5. APPROVALS**

6 a. Lessor agrees that Lessee's ability to use the Premises is contingent upon its
7 suitability for Lessee's intended use, and Lessee's ability to obtain all necessary
8 Governmental Approvals. Lessor authorizes Lessee to prepare, execute and file all
9 required applications, to obtain Governmental Approvals for Lessee's use under this
10 Lease, and agrees to reasonably cooperate with such applications.

11 b. Lessee has the right to obtain a title report or commitment for a leasehold title policy
12 from a title insurance company of its choice, and to have the Property surveyed by
13 a surveyor of its choice. Lessee shall provide a copy of any such title report and
14 survey to Lessor.

15 c. Lessee may also obtain, at Lessee's sole cost and expense, soil boring, percolation,
16 engineering procedures, environmental investigation or other tests or reports
17 ("Tests") on, over, and under the Property, necessary to determine if the Lessee's
18 use of the Premises will be compatible with Lessee's engineering specifications,
19 system, design, operations or Governmental Approvals.

20 **6. TERMINATION** – This Lease may be terminated, without penalty or further liability, as

21 follows:

22 a. By either party on thirty (30) days prior written notice, if the other party remains in
23 default under Section 15 of this Lease after the applicable cure periods;

24 b. By Lessee upon written notice, if Lessee is unable to obtain, or maintain, any
25 required approval(s) or the issuance of a license or permit by any agency, board,
26 court or other governmental authority necessary for the construction or operation of
27 the Communication Facility as now and hereafter intended by Lessee, or if Lessee
28

1 determines, in its sole discretion, that the cost of obtaining or retaining the same is
2 commercially unreasonable;

3 c. By Lessee on sixty (60) days written notice for any reason other than (a) or (b) above,
4 or in Section 8, herein, so long as Lessee pays Lessor a termination fee equal to six
5 (6) months' rent, at the current rental rate;

6 d. By Lessor any time after the Initial Term on one hundred eighty (180) days written
7 notice should Lessor need the Property for any reason, including, but not limited to,
8 other public uses, as determined by Lessor.

9 **7. INSURANCE** – Without limiting the Lessor's right to obtain indemnification from Lessee
10 or any third parties, Lessee, at its sole expense, shall maintain in full force and effect, the following
11 insurance policies or a program of self-insurance throughout the term of the Lease:

12 a. Commercial General Liability - Commercial General Liability Insurance with limits of
13 not less than Two Million Dollars (\$2,000,000) per occurrence and an annual
14 aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per
15 occurrence basis. LESSEE may require specific coverages including completed
16 operations, products liability, contractual liability, Explosion-Collapse-Underground,
17 fire legal liability, or any other liability insurance deemed necessary because of the
18 nature of this contract.

19 b. Property Insurance – All-Risk property insurance.

20 c. Worker's Compensation - A policy of Worker's Compensation insurance as may be
21 required by the California Labor Code.

22 Lessee shall obtain endorsements to the Commercial General Liability insurance naming
23 the County of Fresno ("County"), its officers, agents, and employees, individually and collectively,
24 as additional insured, but only insofar as the operations under this Lease are concerned. Such
25 coverage for additional insured shall apply as primary insurance and any other insurance or self-
26 insurance maintained by its officers, agents, and employees shall be excess only and not
27 contributing with insurance provided under Lessor's policies herein. This insurance shall not be
28

1 cancelled or changed without a minimum of thirty (30) days advance written notice given to
2 County.

3 Lessee hereby waives its right to recover from Lessor, its officers, agents, and employees
4 any amounts paid by the policy of worker's compensation insurance required by this Agreement.
5 Lessee is solely responsible to obtain any endorsement to such policy that may be necessary to
6 accomplish such waiver of subrogation, but Lessee's waiver of subrogation under this paragraph
7 is effective whether or not Lessee obtains such an endorsement.

8 Within (30) days from the date Lessor executes this Lease, Lessee shall provide
9 certificates of insurance and endorsement as stated above for all of the foregoing policies, as
10 required herein, to the County of Fresno, Attn: ISD Lease Services (AntL – 061), 333 W. Pontiac
11 Way, Clovis, CA 93612, stating that such insurance coverages have been obtained and are in full
12 force; that the Lessor, its officers, agents and employees will not be responsible for any premiums
13 on the policies; that for such worker's compensation insurance the CONTRACTOR has waived
14 its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under
15 the insurance policy and that waiver does not invalidate the insurance policy; that such
16 Commercial General Liability insurance names the Lessor, its officers, agents, and employees,
17 individually and collectively, as additional insured, but only insofar as the operations under this
18 Lease are concerned; that such coverage for additional insured shall apply as primary insurance
19 and any other insurance or self- insurance shall not be cancelled or changed without a minimum
20 of thirty (30) days advance written notice given to Lessee.

21 In the event Lessee fails to keep in effect at all times insurance coverage as herein
22 provided, the Lessor may, in addition to other remedies it may have, suspend or terminate this
23 Lease upon the occurrence of such event.

24 All policies shall be with admitted insurers licensed to do business in the State of
25 California. Insurance purchased shall be purchased from companies possessing a current A.M
26 Best Company rating of A FSC VII or better.

1 Lessor shall maintain during the term of this Lease the following policies of
2 insurance, which coverages may be provided in whole or in part through one or more programs
3 of self-insurance:

4 a. Commercial General liability insurance with limits of not less than One
5 Million Dollars (\$2,000,000.00) per occurrence and an annual
6 aggregate of not less than Two Million Dollars (\$4,000,000.00). This
7 policy shall be issued on an occurrence basis.

8 b. All-Risk property insurance.

9 **8. INERFERENCE**

10 a. Lessor will not grant, after the date of this Lease, a lease, license or any other
11 right to any third party for use of the Premises, if such use may adversely affect
12 or interfere with Lessee's Communication Facility. Lessor will notify Lessee and
13 receive Lessee's written approval prior to granting any third party the right to
14 install and operate communications equipment on the Property. Nothing
15 contained herein will restrict Lessee nor its successors and assigns from
16 installing and modifying its communications equipment.

17 b. Lessor will not use, nor will Lessor permit its employees, Lessees, licensees,
18 invitees or agents to use, any portion of the Property in any way which
19 interferes with the operations of Lessee or the rights of Lessee under this
20 Lease. Lessor will cause such interference to cease upon not more than
21 twenty-four (24) hour notice from Lessee.

22 **9. INDEMNIFICATION**

23 Lessee agrees to indemnify, save, hold harmless, and at Lessor's request, defend the
24 Lessor, its officers, agents, and employees from any and all costs and expenses (including
25 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to Lessor
26 in connection with the performance, or failure to perform, by Lessee, its officers, agents, or
27 employees under this Lease, and from any and all costs and expenses (including attorney's fees
28 and costs), damages, liabilities, claims, and loses occurring or resulting to any person, firm, or

1 corporation who may be injured or damaged by the performance, or failure to perform of Lessee,
2 its officers, agents, or employees under this Lease.

3 The provisions of this Section 9 shall survive termination of this Lease.

4 **10. WARRANTIES**

5 Lessee and Lessor each acknowledge and represent that they are duly organized, validly
6 existing, and in good standing, and have the right, power and authority to enter into this Lease,
7 and bind themselves hereto through the party set forth as signatory for the party below.

8 **11. ENVIRONMENTAL**

9 a. Lessee agrees that it will be responsible for compliance with any and all
10 environmental and industrial hygiene laws, including any regulations,
11 guidelines, standards, or policies of any governmental authorities regulating or
12 imposing standards of liability or standards of conduct with regard to any
13 environmental or industrial hygiene condition or matters as may now, or at any
14 time hereafter be in effect, that are related to Lessee's activity conducted in, or
15 on the Property.

16 b. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all
17 duties, responsibilities, and liabilities at its sole cost and expense (for payment
18 of penalties, sanctions, forfeitures, losses, costs, or damages) and for
19 responding to any action, notice, claim, order, summons, citation, directive,
20 litigation, investigation or proceeding which is related to:

21 i. Failure to comply with any environmental or industrial hygiene law,
22 including without limitation any regulations, guidelines, standards or
23 policies of any governmental authorities regulating or imposing
24 standards of liability or standards of conduct with regard to any
25 environmental or industrial hygiene conditions or matters as may now
26 or hereafter be in effect, and

27 ii. Any environmental or industrial hygiene conditions that arise out of or
28 are in any way related to the condition of the Property or activities

1 conducted by Lessee thereon, unless the environmental conditions are
2 directly caused by Lessor.

3 c. The indemnification provisions of this Section 11 specifically include
4 reasonable costs, expenses, and fees incurred in connection with any
5 investigation of Property conditions or any clean-up, remedial, removal or
6 restoration work required by any governmental authority. The provisions of this
7 Section 11 shall survive the expiration or termination of this Lease.

8 **12. ACCESS** – At all times throughout the term of this Lease, and at no additional
9 charge to Lessee, Lessee and its employees, agents, and subcontractors, shall have twenty-four
10 hour, seven-days per week access to and over the Property, from an open and improved public
11 road to the Premises for the installation, maintenance and operation of the Communication Facility
12 and any utilities serving the Premises. In the event any public utility is unable to use the access
13 provided to Lessee, Lessor hereby agrees, upon review and written approval by Lessor, to grant
14 an additional access either to Lessee or to the public utility, for the benefit of Lessee, at no cost
15 to Lessor.

16 **13. REMOVAL** – All portions of the Communication Facility brought onto the Premises
17 by Lessee will be and remain Lessee's personal property and, at Lessee's option, may be
18 removed by Lessee at any time during the Term. Lessor covenants and agrees that no part of the
19 Communication Facility constructed, erected or placed on the Premises by Lessee will become,
20 or be considered as being affixed to or a part of, the Premises. It is the specific intention of the
21 Lessor that all improvements of every kind and nature constructed, erected, or placed by Lessee
22 on the Premises will be and remain the property of the Lessee, and may be removed by Lessee
23 at any time during the Term. Within one hundred twenty (120) days of the termination of this
24 Lease, Lessee shall remove all such improvements at Lessee's sole cost and expense. All
25 footings, foundations, and concrete shall be removed by Lessee, at Lessee's sole cost and
26 expense.

27 **14. MAINTENANCE AND UTILITIES**

- 1 a. Lessee shall keep and maintain the Premises and access thereto in good
2 condition, reasonable wear and tear and damage from the elements excepted.
3 Lessee further agrees to maintain fire breaks as necessary to protect the
4 Premises from fire, and to control the growth of noxious weeds and wild
5 grasses.
- 6 b. Lessor shall have no maintenance or utility costs or responsibility associated
7 with the Premises.
- 8 c. Lessee shall be solely responsible for and promptly pay all utilities charges for
9 electricity, telephone service or any other utility used or consumed by Lessee
10 on the Premises. Lessor will review and process for approval requests from
11 any utility company requesting an easement over, under and across the
12 Property in order for the utility company to provide service to the Lessee. In the
13 event Lessee cannot secure its own metered electrical supply, Lessee will
14 have the right, at its own cost and expense, to submeter from the Lessor.
15 Lessee will pay on a monthly basis the current local utility company rate for sub
16 metered electric, after the meter is read by the Lessor and billed to Lessee.
17 Lessor will not be responsible for interference with, interruption of or failure,
18 beyond the reasonable control of Lessor, of such services to be furnished or
19 supplied by Lessor.

20 **15. DEFAULT AND RIGHT TO CURE**

- 21 a. The following shall be deemed a default by Lessee, and a breach of this Lease:
- 22 i. Non-payment of Rent, if such rent remains unpaid for more than thirty
23 (30) days after receipt of written notice of such failure to pay from
24 Lessor; or
- 25 ii. Lessee's failure to perform any other term or condition under this Lease
26 within forty-five (45) days after receipt of written notice from Lessor
27 specifying the failure. No such failure, however, will be deemed to exist
28 if Lessee has commenced to cure such default within such period, and

1 provided that such efforts are prosecuted to completion with reasonable
2 diligence. Delay in curing a default, other than non-payment of rent, will
3 be excused if due to causes beyond the reasonable control of Lessee.
4 If Lessee remains in default beyond any applicable cure period, Lessor
5 shall have the right to exercise any and all rights and remedies available
6 to it under law and equity.

- 7 b. The following will be deemed a default by Lessor, and a breach of this Lease.
8 Lessor's failure to perform any term or condition under this Lease within forty-
9 five (45) days after receipt of written notice from Lessee specifying the failure.
10 No such failure, however, will be deemed to exist if Lessor has commenced to
11 cure the default within such period, and provided such efforts are prosecuted
12 to completion with reasonable diligence. Delay in curing a default will be
13 excused if due to causes beyond the reasonable control of Lessor. If Lessor
14 remains in default beyond any applicable cure period, Lessee will have the
15 right to exercise any and all rights available to it under law and equity.

16 **16. ASSIGNMENT/SUBLEASE** – The parties hereby each bind themselves, their
17 respective successors and assigns with respect to all terms and conditions of this Lease. Lessee
18 may assign, sell or transfer its interest under this Lease without the approval or consent of Lessor,
19 to the Lessee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which
20 acquires all or substantially all of the Lessee's assets. Upon notification to Lessor of such
21 assignment, transfer or sale, Lessee will be relieved of all future performance, liabilities and
22 obligations under this Lease. Lessee shall not otherwise assign or transfer its rights or obligations
23 under this Lease, or sublease said Premises or any portion thereof, without the prior, written
24 consent of the Lessor.

25 **17. NOTICES** – The persons and their addresses having authority to give and receive
26 notices under this Lease include the following :

27 To Lessor: County of Fresno
28 Internal Services Department

1 333 W. Pontiac Way

2 Clovis, CA 93612

3 To Lessee: VAST Networks/CVIN

4 7447 N. Palm Bluffs Ave., Ste. 105

5 Fresno, CA 93711

6 All notices between the Lessor and the Lessee provided for or permitted under this Lease
7 must be in writing and delivered either by personal service, by first-class United States mail, by
8 an overnight commercial courier service, or by telephonic facsimile transmission. A notice
9 delivered by personal service is effective upon service to the recipient. A notice delivered by first-
10 class United States mail is effective three Lessor business days after deposit in the United States
11 mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial
12 courier service is effective one Lessor business day after deposit with the overnight commercial
13 courier service, delivery fees prepaid, with delivery instructions given for next day delivery,
14 addressed to the recipient. A notice delivered by telephonic facsimile is effective when
15 transmission to the recipient is completed (but, if such transmission is completed outside of Lessor
16 business hours, then such delivery shall be deemed to be effective at the next beginning of a
17 Lessor business day), provided that the sender maintains a machine record of the completed
18 transmission. For all claims arising out of or related to this Lease, nothing in this section
19 establishes, waives, or modifies any claims presentation requirements or procedures provided by
20 law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the
21 Government Code, beginning with section 810).

22 **18. SEVERABILITY** – If any term or condition of this Lease is found unenforceable,
23 the remaining terms and conditions will remain binding upon the parties as though said
24 unenforceable provision were not contained herein. However, if the invalid, illegal or
25 unenforceable provision materially affects this Lease, then the Lease may be terminated by either
26 party on ten (10) days prior written notice to the other party hereto.

27 **19. CONDEMNATION** – In the event Lessor receives notification of any condemnation
28 proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within

1 forty-eight (48) hours. If a condemning authority takes all of the Premises, or a portion sufficient;
2 in Lessor's sole determination, to render the Premises unsuitable for Lessee, this Lease will
3 terminate as of the date the title vests in the condemning authority. Lessee will be entitled to
4 reimbursement for any prepaid Rent.

5 **20. CASUALTY** – Lessor will provide notice to Lessee of any casualty affecting the
6 Premises within forty-eight (48) hours of the casualty.

7 **21. SUCCESSORS** – This Lease shall inure to the benefit of and be binding upon
8 the heirs, executors, administrators, successors and assigns of the respective parties hereto,
9 always providing that nothing in this Section 21 shall impair any of the provisions herein above
10 set forth prohibiting assignment or other transfer of this Lease by Lessee without the prior
11 written consent of Lessor.

12 **22. AUTHORITY** – Each individual executing this Lease on behalf of Lessee
13 represents and warrants that the individual(s) executing this Lease on behalf of Lessee are duly
14 authorized to execute and deliver this Lease on behalf of Lessee and that this Lease is binding
15 upon Lessee in accordance with its terms. The terms of this Lease are intended by the parties
16 as a final expression of their agreement with respect to such terms as are included in this
17 Lease, and may not be contradicted by evidence of any prior or contemporaneous agreement,
18 arrangement, understanding or negotiation (whether oral or written).

19 **23. DISCLOSURE OF SELF DEALING TRANSACTIONS** – This provision is only
20 applicable if the Lessee is operating as a corporation (a for-profit or non-profit corporation) or if
21 during the term of this Lease, the Lessee changes its status to operate as a corporation.
22

23 Members of Lessee's Board of Directors shall disclose any self-dealing transactions that
24 they are a party to while Lessor is providing goods or performing services under this Lease. A
25 self-dealing transaction shall mean a transaction to which the Lessee is a party and in which
26 one or more of its directors has a material financial interest. Members of the Board of Directors
27 shall disclose any self-dealing transactions that they are a party to by completing and signing a
28 *Self-Dealing Transaction Disclosure Form* Exhibit "B", attached hereto and by this reference

1 incorporated herein, and submitting it to the County of Fresno prior to commencing with the self-
2 dealing transaction or immediately thereafter.

3 **24. GOVERNING LAW** – Venue for any action arising out of or relating to this Lease
4 shall be in Fresno County, California. This Lease shall be governed by the laws of the State of
5 California.


6 **25. COUNTERPARTS** – This Lease may be executed in one or more counterparts
7 (which may be facsimile or .pdf e-mail counterparts followed by originals), each of which will be
8 deemed an original and all, taken together, will constitute one and the same instrument.

9 **26. ENTIRE AGREEMENT** – This Lease constitutes the entire agreement between
10 the Lessor and Lessee with respect to the subject matter hereof and supersedes all prior
11 leases, negotiations, proposals, commitments, writings, advertisements, publications, and
12 understandings of any nature whatsoever unless expressly referenced in this Lease.
13

1 IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first
2 hereinabove written.

3 LESSEE:
4 VAST NETWORKS/CVIN

LESSOR:
COUNTY OF FRESNO

5
6 By: 

By: 
Ernest Buddy Mendes, Chairman of the
Board of Supervisors, of the County of Fresno

ATTEST:
Bernice E. Seidel,
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

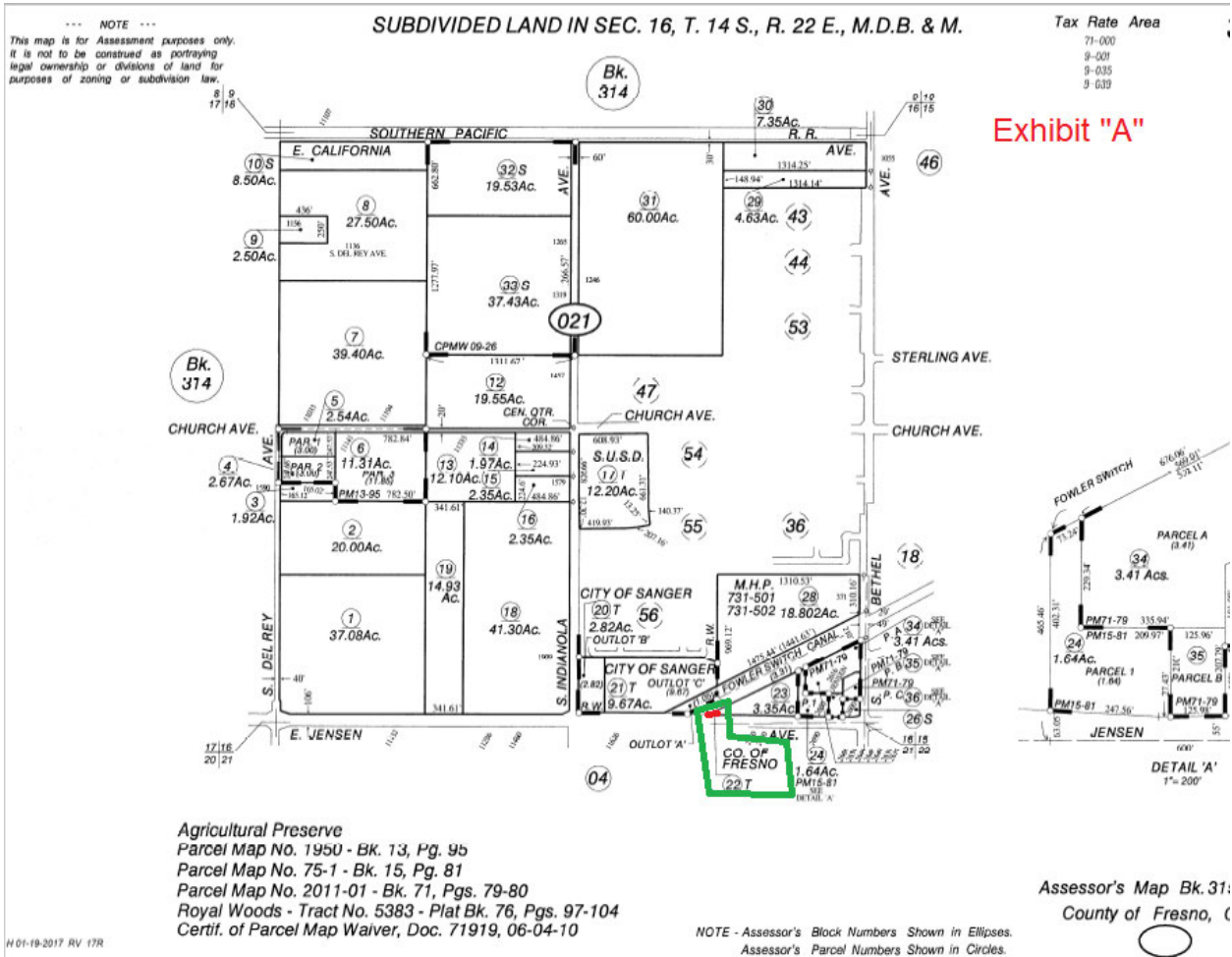
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14 FOR ACCOUNTING USE ONLY:

15 FUND:
16 SUBCLASS:
17 ORG NO:
18 ACT NO:

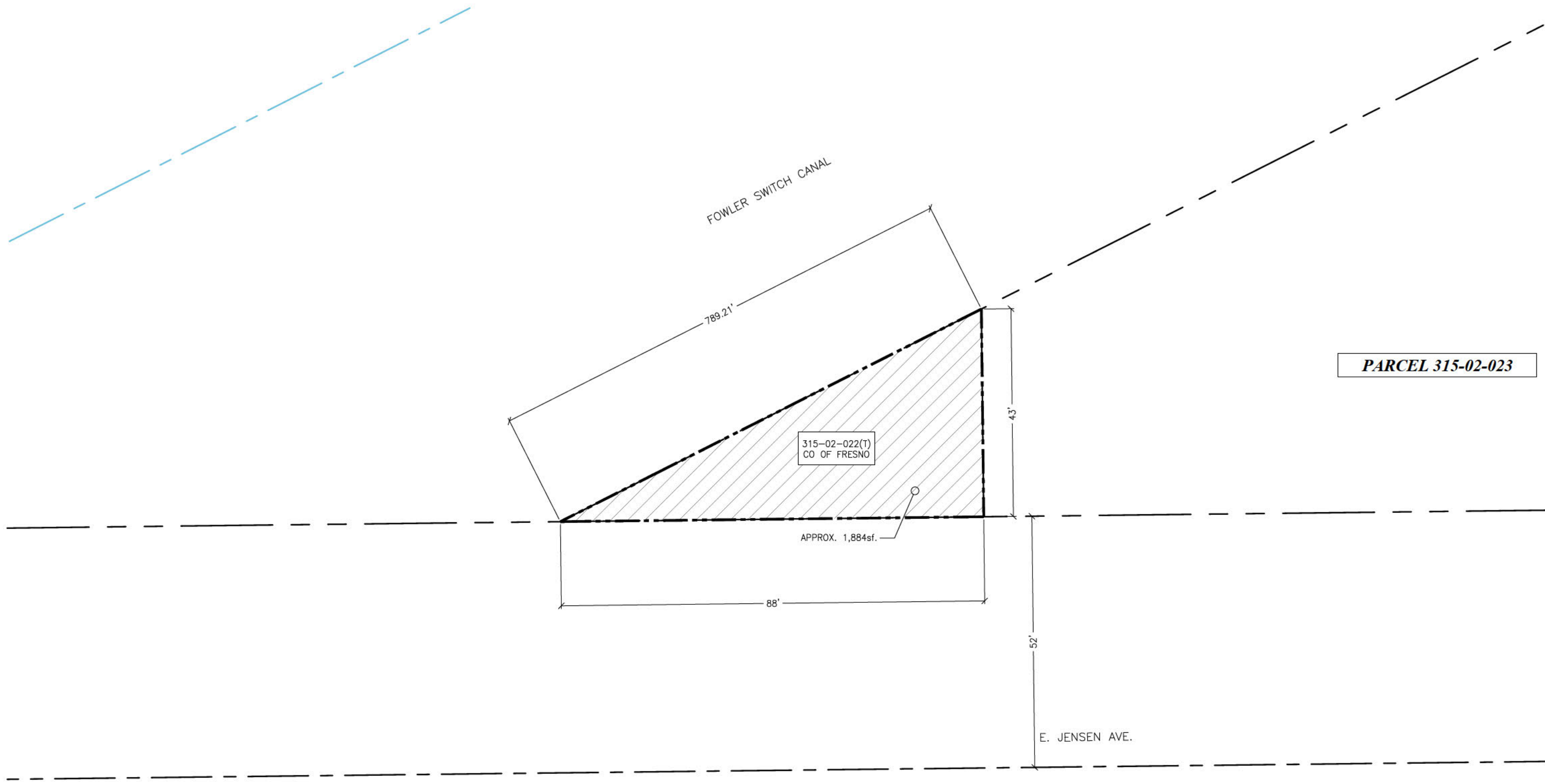
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Exhibit "A"



PLAN FOR CONSTRUCTION OFF GREAT PLACES - EDITION 1/15/15 - SOUTH VALLEY TO STATE TRAIL/ROADS - SANGER CARRIER SITE PLAN - PLT DATE 5/6/2020 8:41 AM - PLT BY: ROBERT EBB



PARCEL 315-02-023

315-02-023(T)
CO OF FRESNO

APPROX. 1,884sf.

FOWLER SWITCH CANAL

789.21'

43'

88'

52'

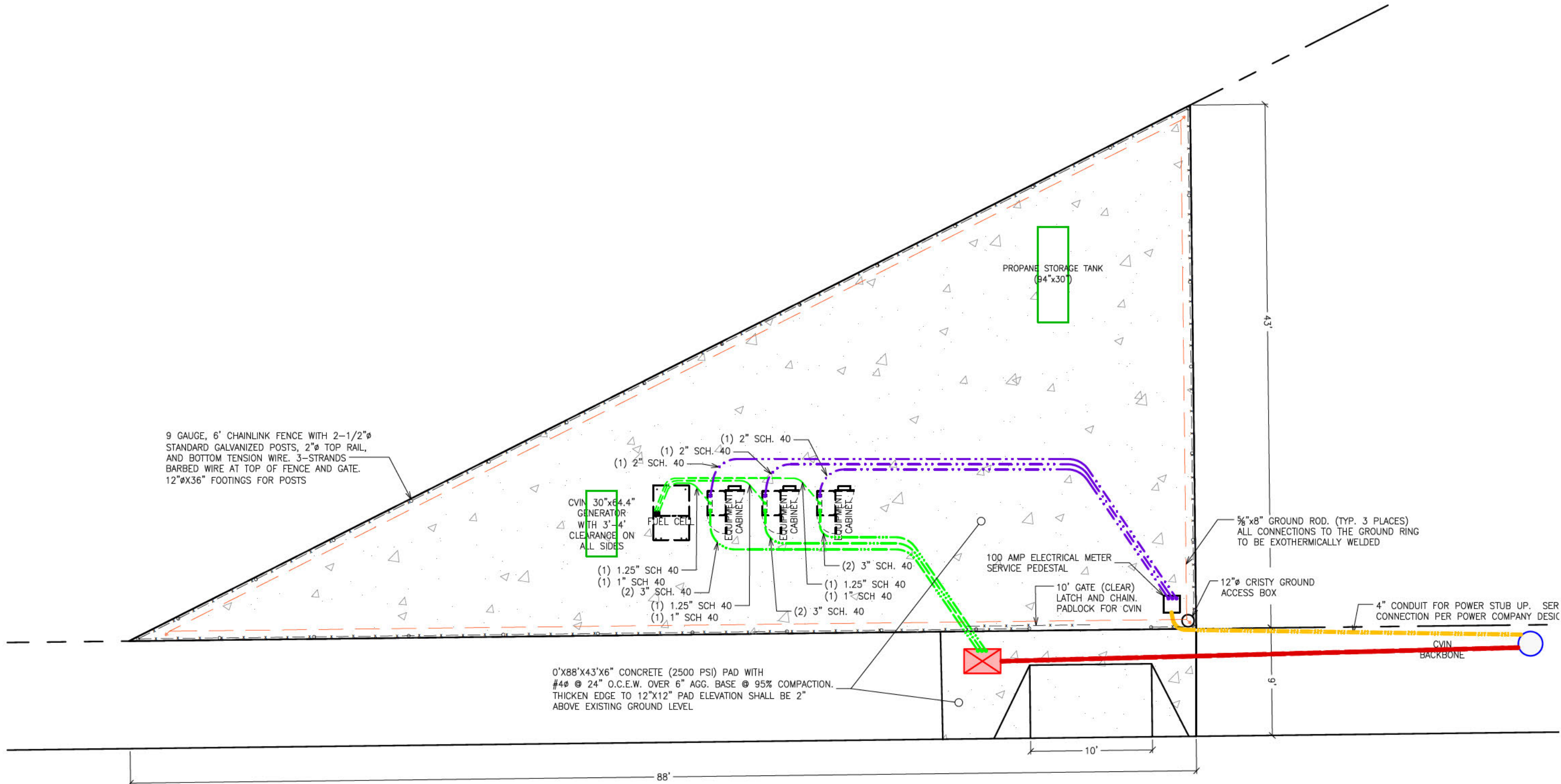
E. JENSEN AVE.



CITY OF SANGER PERMIT PLANS
 INSTALLATION OF FIBER OPTIC FACILITIES FOR
 SANGER CABINET SITE
 2740 E. JENSEN AVE., SANGER, CA

DATE:	5/6/20	WORK ORDER:	5085.10
SCALE:	1" : 20'	SHEET:	1 OF 2

PACIFIC CONSTRUCTION OFFSHORE SERVICES - EMISSION MONITORING - SOUTH VALLEY - SANGER CABINET SITE PERMITS - 5/6/2020 8:41 AM - PLUTE BY REQUEST 10/19/20



9 GAUGE, 6" CHAINLINK FENCE WITH 2-1/2"Ø STANDARD GALVANIZED POSTS, 2"Ø TOP RAIL, AND BOTTOM TENSION WIRE. 3-STRANDS BARBED WIRE AT TOP OF FENCE AND GATE. 12"ØX36" FOOTINGS FOR POSTS

CVIN 30'x64.4" GENERATOR WITH 3'-4" CLEARANCE ON ALL SIDES

PROPANE STORAGE TANK (94'x30')

0'x88'x43'x6" CONCRETE (2500 PSI) PAD WITH #4Ø @ 24" O.C.E.W. OVER 6" AGG. BASE @ 95% COMPACTION. THICKEN EDGE TO 12"X12" PAD ELEVATION SHALL BE 2" ABOVE EXISTING GROUND LEVEL

5/8"Øx8" GROUND ROD. (TYP. 3 PLACES) ALL CONNECTIONS TO THE GROUND RING TO BE EXOTHERMICALLY WELDED

100 AMP ELECTRICAL METER SERVICE PEDESTAL

12"Ø CRISTY GROUND ACCESS BOX

10' GATE (CLEAR) LATCH AND CHAIN. PADLOCK FOR CVIN

4" CONDUIT FOR POWER STUB UP. SER CONNECTION PER POWER COMPANY DESIG

CVIN BACKBONE



SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Mail the completed form to: County of Fresno
Attn: Lease Services (Antl - 061)
Internal Services Department
333 Pontiac Way
Clovis, CA 93612

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	