



NOTICE OF BOARD OF DIRECTORS’ REGULAR BI-MONTHLY MEETING

MEETING DATE: 08-02-2022

TIME: 7:30 p.m.

LOCATION: This meeting will be held virtually, pursuant to Assembly Bill (AB) 361.

To participate online, go to <https://us06web.zoom.us/j/88134852296>. You can also participate by phone by calling **1-669-900-6833** and entering the **webinar ID#: 881 3485 2296**.

PARTICIPATION DURING MEETINGS: During the public comment periods, the public may comment by clicking the “raise hand” button on the bottom of the Zoom screen; if you are joining by phone and would like to comment, press *9 and we will call on you as appropriate.

EMAILED PUBLIC COMMENTS: You may submit your comments in advance of the meeting by emailing them to BoardComment@MarinWater.org. All emailed comments received by 3 p.m. on the day of the meeting will be provided to the Board of Directors prior to the meeting. All emails will be posted on our website. **(Please do not include personal information in your comment that you do not want published on our website such as phone numbers and home addresses.)**

AGENDA ITEMS	RECOMMENDATIONS
Call to Order and Roll Call* at 7:30 p.m.	
Adoption of Agenda	<i>Approve</i>

Public Comment - Items Not on the Agenda

Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.

Directors’ and General Manager’s Announcements & Committee Reports *(7:40 p.m. – Time Approximate)*

*Marin Water Board of Directors’ Order of Roll Call Vote: Larry Bragman, Jack Gibson, Cynthia Koehler, Monty Schmitt and Larry Russell

AGENDA ITEMS**RECOMMENDATIONS****Consent Calendar (7:45 p.m. – Time Approximate)**

All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the Board, unless specific items are removed from the consent calendar by the Board during adoption of the agenda for separate discussion and action.

1. Minutes of the Board of Directors’ Special Meeting of July 12, 2022, and Regular Bi-Monthly Meeting of July 19, 2022	<i>Approve</i>
2. Resolution Continuing Virtual Board and Committee Meetings Pursuant to Assembly Bill 361	<i>Approve</i>
Regular Calendar (7:50 p.m. – Time Approximate)	
3. License Agreement for the Mt. Tamalpais Communications Site (Middle Peak and Building 402; APNs: 197-120-21 and 197-20-40) with EIP Holdings II, LLC <i>(Approximate time 15 minutes)</i>	<i>Approve</i>
4. Strategic Water Supply Assessment, Review of Conservation as a Water Supply Alternative <i>(Approximate time 60 minutes)</i>	<i>Information</i>
5. Future Meeting Schedule and Agenda Items <i>(Approximate time 5 minutes)</i>	<i>Information</i>
Adjournment (9:10 p.m. – Time Approximate)	

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INFORMATION AGENDAS ARE AVAILABLE FOR REVIEW AT THE CIVIC CENTER LIBRARY, CORTE MADERA LIBRARY, FAIRFAX LIBRARY, MILL VALLEY LIBRARY, MARIN WATER OFFICE, AND ON THE MARIN WATER WEBSITE (MARINWATER.ORG)

FUTURE BOARD MEETINGS:

- ❖ Tuesday, August 16, 2022
Board of Directors' Regular Bi-Monthly Meeting
7:30 p.m.

- ❖ Wednesday, August 17, 2022
Communications & Water Efficiency Committee/Board of Directors (Communications & Water Efficiency) Meeting
9:30 a.m.

- ❖ Friday, August 19, 2022
Operations Committee/Board of Directors (Operations) Meeting
9:30 a.m.



Board Secretary



Approval Item

TITLE

Minutes of the Board of Directors’ Special Meeting of July 12, 2022, and Regular Bi-Monthly Meeting July 19, 2022

RECOMMENDATION

Approve the adoption of the minutes

SUMMARY

On July 12, 2022, the Board of Directors (Board) had a special meeting of the *Strategic Water Supply Assessment Working Session VI*. Then, on July 19th, the Board had its regular bi-monthly meeting. The minutes of both meetings are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

1. Minutes of the Board of Directors’ Special Meeting of July 12, 2022
2. Minutes of the Board of Directors’ Regular Bi-Monthly Meeting of July 19, 2022

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department		
	<p>Terrie Gillen Board Secretary</p>	<p>Ben Horenstein General Manager</p>

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS' SPECIAL MEETING**

**STRATEGIC WATER SUPPLY ASSESSMENT WORKING SESSION VI
MINUTES**

Tuesday, July 12, 2022

Via teleconference

(In accordance with Government Code Section §54953e/Assembly Bill 361)

DIRECTORS PRESENT: Larry Bragman, Jack Gibson, Cynthia Koehler, Monty Schmitt, and Larry Russell

DIRECTORS ABSENT: None

CALL TO ORDER AND ROLL CALL

President Russell called the meeting to order at 5:02 p.m. A roll call of the directors were taken.

DISCUSSION ITEM:

1. Strategic Water Supply Assessment – Review of Desalination and Recycled Water Options

Water Resources Director Paul Sellier presented an overview of supply alternatives for future discussion. The board requested staff to include conservation as a water supply alternative.

Project consultants from Jacobs Engineering Group provided a PowerPoint presentation on desalination and water reuse along with estimated costs for each alternative. Ryujiro Tsuchihashi discussed water reuse options: Option 1 – Utilizing Recycled Water (expansion of non-potable reuse systems), Option 2 – Indirect Potable Reuse (advanced treatment from Los Gallinas Valley Sanitary District and Sewage Agency of South Marin to be discharged to Kent Lake), Option 3 – Environmental Releases (provide advanced treatment of water to be released to Lagunitas Creek or provide IPS as shown in Option 2 to discharge purified water to Kent Lake to provide IPR and streamflow augmentation), and Option 4 – Direct Potable Reuse (advanced treatment for DPR, from Central Marin Sanitation Authority to distribution system, or discharge to Bon Tempe Lake from Los Gallinas Valley Sanitary District and Sewage Agency of South Marin).

Jim Lozier discussed desalination options: Option 1 - Marin Regional Desalination Facility,

Option 2 – Containerized/Leased Desalination Facility, and Option 3 - Bay Area Regional Desalination Facility. Estimated costs of the all the presenters' options were provided at the end of each segment of the presentations.

The Board of Directors asked questions and conversed with staff and consultants on the materials presented. Afterwards, the board heard from seven (7) members of the public.

ADJOURNMENT

Without any further comments from the board or the public, the special meeting adjourned at approximately 7:07 p.m.

Board Secretary

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

MEETING MINUTES

Tuesday, July 19, 2022

Via teleconference

(In accordance with Assembly Bill 361)

DIRECTORS PRESENT: Larry Bragman, Jack Gibson, Cynthia Koehler, Monty Schmitt, and Larry Russell

DIRECTORS ABSENT: None

CALL TO ORDER AND ROLL CALL

President Russell called the meeting to order at 6:01 p.m.

ADOPTION OF AGENDA

On motion made by Director Bragman and seconded by Director Gibson, the board adopted the agenda.

Ayes: Directors Schmitt, Bragman, Gibson, Koehler, and Russell

Noes: None

There was no public comment on the adoption of the agenda.

PUBLIC COMMENT (ONLY ON CLOSED SESSION ITEMS)

There were no public comments for the Closed Session items.

CONVENE TO CLOSE SESSION

At approximately 6:03 p.m., the Board of Directors convened to closed session.

Item 1 **Conference with Legal Counsel – Anticipated Litigation**
(California Government Code Section §54956.9)

Number of Cases: Unknown

Item 2 **Conference with Legal Counsel – Anticipated Litigation**
(California Government Code Section §54956.9)

Number of Cases: Unknown

Item 3 **Conference with Real Property Negotiators***
(California Government Code Section §54956.8)

Property: APNs 197-120-21; 197-20-40 (Mt. Tamalpais – Middle Peak and Building 402)

Agency Negotiator: Ben Horenstein, General Manager

Negotiating Parties: Everest Infrastructure Partners, American Tower, LLC

Under Negotiation: Price and Terms

*Closed Session Item was continued for closed session discussion after agenda item 9.

RECONVENE TO OPEN SESSION

The Board of Directors reconvened to open session at 7:34 p.m.

CLOSED SESSION REPORT OUT

Per President Russell, the closed session adjourned at 7:30 p.m. He stated that there was no reportable action (on items 1 and 2).

He also reported that Vice President Schmitt would not be able to attend the open session.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

There were no public comments.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS & COMMITTEE REPORTS

Director Koehler announced that she was reappointed to the Finance Advisory Committee of the United States Environmental Protection Agency.

CONSENT CALENDAR (ITEMS 4-6)

Item 4 **Minutes of the Board of Directors' Special Meeting of June 28, 2022, and Regular Bi-Monthly Meeting of July 5, 2022**

Item 5 **General Manager's Report June 2022**

Item 6 Resolution Authorizing Award of Contract No. 1969, Fire Flow Improvement Program Treehaven Pipeline Replacement Project, to Argonaut Contractors (Resolution No. 8707)

On motion made by Director Gibson and seconded by Director Koehler, the board adopted the Consent Calendar.

There were no public comments.

The following roll call vote was made.

Ayes: Directors Bragman, Gibson, Koehler, and Russell
Noes: None
Absent: Director Schmitt

REGULAR CALENDAR (ITEMS 7-9)

Item 7 Grant and Legislative Update

Matt Sagues, Grant and Legislative Program Coordinator, reported on the four grant awards the District received (Lagunitas Creek Restoration Project, San Geronimo Emergency Generator Project, and Drought Supply Scoping, and Lagunitas Creek Enhancement Plan Phase II), and the status of funding applications.

The board expressed appreciation for the accomplishments of the District's Grant Program.

There were no public comments.

This was an information item. The board did not take any formal action.

Item 8 Strategic Water Supply Assessment – Review of Water Supply Alternatives (Interties, Sonoma County Based Options, and Local Storage Enhancement)

Water Resources Director Paul Sellier stated that the Sonoma County Based Options would be presented at a future meeting.

Presenters from Jacobs Engineering Group provided a PowerPoint presentation on the water supply options. Makarand Pendse discussed water purchases with conveyance through Bay Interties (East Bay Municipal Utilities District, Contra Costa Water District, and North Bay Aqueduct). Marcelo Reginato spoke of opportunities for local storage augmentation (raising Soulajule Dam, dredging Nicasio Lake, and utilizing adjustable spillways). Each presenter mentioned estimated costs associated with the alternatives.

Board discussed with the presenters and staff the various options throughout the presentations.

There were eight (8) public comments.

This was an informational item. The board did not take any formal action.

Item 9 Future Meeting Schedule and Agenda Items

The board secretary reported on the upcoming internal meetings and external meeting for the remainder of July and early August.

There were neither comments from the board nor the public.

This was an informational item. The board did not take any formal action.

CONTINUATION OF CLOSED SESSION ITEM 3

President Russell adjourned to closed session.

PUBLIC COMMENT (ONLY ON CLOSED SESSION ITEMS)

There were no public comments for the Closed Session item.

CONVENE TO CLOSE SESSION

At approximately 9:15 p.m., the Board of Directors convened to closed session.

Item 3 Conference with Real Property Negotiators
(California Government Code Section §54956.8)

Property: APNs 197-120-21; 197-20-40 (Mt. Tamalpais – Middle Peak and Building 402)

Agency Negotiator: Ben Horenstein, General Manager

Negotiating Parties: Everest Infrastructure Partners, American Tower, LLC

Under Negotiation: Price and Terms

RECONVENE TO OPEN SESSION

The Board of Directors reconvened to open session at 9:41 p.m.

CLOSED SESSION REPORT OUT

President Russell stated that the closed session adjourned at 9:40 p.m., and that the board gave direction to staff.

ADJOURNMENT

There being no further business, the regular Board of Directors' meeting of July 19, 2022, adjourned at 9:41 p.m.

Board Secretary

Approval Item

TITLE

Allow Continuation of Virtual Board and Committee Meetings Pursuant to Assembly Bill (AB) 361

RECOMMENDATION

Approve a Resolution for the Marin Municipal Water District to allow continued virtual Board and Committee meetings due to public health and safety concerns in accordance with AB 361

SUMMARY

On September 17, 2021, the Governor signed Assembly Bill (AB) 361, which codifies certain changes to the Brown Act allowing teleconference (or virtual) meetings to continue during a health emergency. The Board has taken action to allow virtual meetings to continue in accordance with AB 361 based on health and safety concerns due to COVID-19.

DISCUSSION

AB 361 authorizes local agencies to continue holding their public meetings virtually during a proclaimed state of emergency under section 8625 of the Government Code (i.e., the California Emergency Services Act), under any of the following circumstances:

- State or local officials have imposed or recommended measures to promote social distancing.
- The meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 361 requires the Board to reconsider the emergency circumstances every 30 days.

On June 17, 2022, Governor Newsom issued Executive Order N-11-22, which eliminated certain of the COVID-19 emergency provisions put in place in previous orders, but left in place other measures and the overall emergency proclamation. The Director of Health & Human Services for the County of Marin also continues to recommend employment of social distancing to enhance public safety at public meetings; in particular, where indoor settings may exceed room capacity and not provide the ability to socially distance. The Marin County Health Department's July 22nd update listed the COVID-19 Community Level as high and noted that 90% of the variant testing indicates the Omicron Variants BA.4 and BA.5, which are highly transmissible. Further, the California Department of Health guidance continues to recommend face coverings for many in door settings. Adding to this, the District's boardroom may not be able to accommodate a full return to in-person meetings consistent with recommended social distancing. Therefore, staff is recommending that the Board adopt a resolution continuing to

allow virtual meetings for Board and Committee meetings. The proposed resolution will require a majority vote of the Board for adoption.



The adoption of a resolution to allow the continuation of virtual meetings in accordance with AB 361 while the state proclamation of emergency remains in place and will not preclude the District from holding hybrid meetings where appropriate or necessary to test future enhancements to the District board room.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENT(S)

- 1. Proposed Resolution

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Counsel's Office	 Molly MacLean General Counsel	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE MARIN MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS TO
ALLOW VIRTUAL BOARD AND COMMITTEE MEETINGS PURSUANT TO AB 361**

WHEREAS, Assembly Bill (AB) 361 was adopted by the California State legislature as an urgency item and was signed into law on September 16, 2021, which allows the Board of Directors to consider whether to continue virtual meetings during a proclamation of emergency under section 8625 of the Government Code (i.e., the California Emergency Services Act); and

WHEREAS, The Governor's March 4, 2020 Proclamation of Emergency pursuant to the California Emergency Services Act, California Government Code Section 8625, addressing the COVID-19 pandemic is still in effect and continues to remain in effect; and

WHEREAS, the California Department of Public Health continues to recommend face coverings for all individuals in most indoor settings and the Marin County Director of Health & Human Services continues to recommend social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings due to the continued local rate of transmission of the virus and the transmission of new variants; and

WHEREAS, the limited size of the District's boardroom may not be able to accommodate compliance with social distancing guidelines, and the Board has a strong interest in protecting the health and safety of District staff and members of the public and seeks to maintain the ability to continue virtual meetings as necessary to assure public safety.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board has reconsidered the circumstances of the COVID-19 state of emergency since the Board Meeting of July 5, 2022.
2. There remains an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19.
3. The state of emergency continues to directly impact the ability of the Board to meet safely in person in particular in its boardroom, which lacks the capacity to accommodate social distancing with more than a small number in attendance.
4. Local officials continue to recommend, pursuant to Government Code Section 54953(e)(1), measures to promote social distancing, and, a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees at

heavily-attended in-person meetings of this legislative body, unless special circumstances that will allow social distancing and mitigate possible transmission can be made.

PASSED AND ADOPTED this 2nd day of August, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

Approval Item

TITLE

Approval of License Agreement for the Mt. Tamalpais Communications Site with EIP Holdings II, LLC

RECOMMENDATION

Approve a License Agreement for Operation of the Mt. Tamalpais Communications Site with EIP Holdings II, LLC, and authorize the General Manager to finalize and execute the License Agreement

SUMMARY

On March 23, 2022, the District released a Request for Proposals (RFP) for License of District Real Property for Wireless Communications Site Management for Assessor's Parcel Numbers 197-120-21 and 197-120-40. The RFP period closed on April 28, 2022. The District received three viable proposals. Staff received direction from the Board in closed session regarding price and terms and has negotiated a final proposed License Agreement for the Mt. Tamalpais Communications Site with EIP Holdings II, LLC, as represented by Everest Infrastructure Partners, Inc., which agreement is presented for Board approval.

DISCUSSION

In 1979, the District entered into a lease agreement for the Mt. Tamalpais Communications Site ("Lease") with Watson Communication Systems, Inc. and Television Communications, Inc., which was subsequently assigned to American Tower, L.P. ("ATC"), for the purpose of allowing construction of a communications facility on the middle peak of Mt. Tamalpais ("Site") that would then be subleased to multiple users. Under the current lease, the District receives 35% per month of the gross receipts or \$35,000, whichever is greater, plus 75% of the monthly gross receipts for the "off-premises facilities" (those within an exclusive rights area, which is an area that is one and one half mile radius from the Site, except where expressly excluded in the Lease). The Lease expressly excludes the PG&E and FAA sites within the exclusive rights area. The Lease further requires that the tenant be solely responsible for maintenance of the site including vegetation management, the access road and gate.

The current Lease, as extended, will expire on August 30, 2022. Based on staff research into the value of the site, staff recommended that the District issue a request for proposals, rather than renegotiate the current Lease. The District issued the RFP on March 23, 2022 and received three viable proposals in response. On June 21, 2022 and again on July 21, 2022, District staff discussed price and terms in closed session with the Board and received direction.

The below table sets forth the existing terms and the proposed new license agreement terms.

Mt. Tamalpais Communication Site- Summary	
Current License Agreement	Main Site- Greater of 35% of Gross or \$35,000/month (FY 20- Approx. \$434,000; FY 21- Approx. \$425,000) <p style="text-align: right;">Current Total Annual Revenue: Approx. \$630,000</p> Building 402- 75% of Gross (FY 20- Approx. \$202,000; FY 21- Approx. \$194,000)
Proposed EIP Holdings II, LLC	\$1.5 Million up front; 70% Gross Revenue (anticipated at approximately \$1 Million annually) Minimum of \$40,000/month; (but not more than 85% of Gross) \$25,000 per year for area Vegetation Management (to increase each year by 5% or CPI-U, whichever is greater) with road maintenance to be performed by Licensee Ten year term (with four options to extend up to 30 years total)

RECOMMENDATION



Staff recommends approval of a License Agreement with EIP Holdings II, LLC, to include a one-time \$1.5 Million upfront payment and 70% share of gross revenue over a term of up to 30 years with authorization to the General Manager to finalize and execute the License Agreement.

FISCAL IMPACT

In addition to the one-time \$1.5 Million upfront payment, this amount represents an increase of approximately \$400,000 annually versus the existing site agreement.

ATTACHMENT(S)

1. Site Maps
2. Proposed License Agreement

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Counsel’s Office	 Molly MacLean General Counsel	 Ben Horenstein General Manager

Communications Sites

Write a description for your map.

Item Number: 03
Attachment: 01

Legend



Primary Communications Facility

Mt Tamalpais

The Pole
Mt. Tamalpais

Building 402

Google Earth

Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

1000 ft



DRAFT

LICENSE AGREEMENT

BETWEEN

MARIN MUNICIPAL WATER DISTRICT

AND

EIP HOLDINGS II, LLC

FOR

MT. TAMALPAIS COMMUNICATIONS SITE MANAGEMENT

DATED

LICENSE AGREEMENT

This Communications Site License Agreement (“License”) is made as of _____, 2022 (“Effective Date”), by and between the Marin Municipal Water District, a public agency of the State of California (“Licensor”), and EIP Holdings II, LLC, a Delaware limited liability company (“Licensee”), with its principal place of business at Two Allegheny Center, Nova Tower 2, Suite 1002, Pittsburgh, PA 15212. Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

1. Site and Grant of License.

1.1 Licensor is the record owner of a piece of real property generally located on the middle and west peaks of Mt. Tamalpais, California, Assessor’s Parcel Numbers 197-120-21 and 197-120-40, legally described in **Exhibit “A.”** (“Property”).

1.2 Licensee is the contract awardee as a result of the Mt. Tamalpais Communications Site License Request for Proposals conducted by Licensor.

1.3 Licensor hereby licenses to Licensee a portion of the Property, commonly known as the Mount Tamalpais Communications Site, which is comprised of two communications facilities (1) a primary communications facility and (2) Building 402, hereinafter collectively referred to as the “Site”. The Site specifically excludes those portions of the Property occupied by the Federal Aviation Administration, Pacific Gas & Electric, and Civil Air Patrol (“Exclusion Zone”). The Site and the Exclusion Zone are legally described and depicted in **Exhibit “B”** attached hereto and incorporated herein by reference.

1.3.1 Subject to the terms and conditions of this License, Licensee’s use of the Site shall be solely and only for the purpose of installing, operating, replacing, adding, modifying, and maintaining telecommunication facilities and any other related equipment, improvements and appurtenances, including Existing Improvements, Licensee Improvements, Sublicensee Property and Improvements, in accordance with the terms and conditions of this License (“Permitted Use”).

1.4 Licensor Improvements. Licensor also licenses to Licensee all of Licensor’s right, title and interest in and to the existing towers, buildings, gates, fencing, heating and cooling systems, drainage systems, fire suppression systems, power and communications systems, and other improvements upon the Site as of the Commencement Date (“Existing Improvements”). Without limiting the foregoing, the Existing Improvements include those more specifically described and depicted in **Exhibit “C.1”** attached hereto and incorporated herein by this reference. References to the Site herein refer collectively to the Site and the Existing Improvements. The term “Existing Improvements” specifically excludes any and all Existing Sublicensee Property (except as provided in Section 1.6) and New Sublicensee Improvements and Property, as those terms are defined below.

1.5 Licensee Improvements. Any asset, equipment, towers, structures or permanent additions to, or other betterments of the real property that enhances the capital value of the Site, which have been installed, constructed or placed on the Site by Licensee after the Commencement Date, including but not limited to any replacement, extension, expansion, addition to, repair or upgrade of the Existing

Improvements shall hereinafter be referred to as “Licensee Improvements.” The term “Licensee Improvements” specifically excludes any New Sublicensee Property and Improvements, and Existing Sublicensee Property (except as provided in Section 1.6), as those terms are defined below. Licensee agrees that any Licensee Improvements that it constructs, replaces or upgrades at the Site pursuant to this License during the Term shall, upon completion of the construction, replacement or upgrade and acquisition of title by Licensee, remain the property of Licensee during the Term, but shall become the sole property of Licensor at the expiration or termination of this License in accordance with Section 18.

1.6 Existing Sublicensee Improvements and Property. All equipment and improvements owned and operated by existing sublicensees pursuant to any Existing Tenant Agreement, as defined in Section 4.2 below, and in place upon the Site as of the Commencement Date, as more specifically described and depicted in **Exhibit “C.2”** shall initially be referred to as “Existing Sublicensee Property”. In the event of any conflict or inconsistency between the terms of this License related to any Existing Sublicensee Property, the terms of the applicable Existing Tenant Agreement shall control until such time as a Replacement Agreement is entered into by and between the Licensee and such sublicensee as set forth in Section 4.3 below. Before entering into a Replacement Agreement with a sublicensee, Licensee shall identify any of the Existing Sublicensee Property that can be characterized as an improvement to the Site (that is, towers, structures and other permanent additions to, or other betterments of the real property that enhances the capital value of the Site rather than removable personal property) (“Existing Sublicensee Improvements”). All remaining assets of the sublicensee (such as removable communications equipment and wiring) shall remain categorized as Existing Sublicensee Property. Licensee shall provide prior written notice to Licensor of which assets shall henceforth be considered Existing Sublicensee Improvements. Unless otherwise expressly agreed in a writing executed by Licensor, Replacement Agreements shall identify any Existing Sublicensee Improvements and, shall provide that Existing Sublicensee Improvements including any alterations, modifications or expansions thereto, shall remain on the Site at the expiration or termination of the sublicense and become Licensee Improvements such that upon the expiration or termination of the License, they shall become the property of the Licensor in accordance with Section 18 herein.

1.7 New Sublicensee Improvements and Property. Any sublicense agreements entered into with new sublicensees shall distinguish between sublicensee improvements and other sublicensee equipment and personal property owned and operated by any sublicensee in the same manner described in Section 1.6. Such agreements shall provide that any sublicensee property and improvements installed on the Site after the Commencement Date shall be categorized as “Sublicensee Property” (such as removable communications equipment and wiring) or, with the installation or construction of any new improvement of a permanent nature “Sublicensee Improvements” (that is, towers, structures and other permanent additions to, or other betterments of the real property that enhances the capital value of the Site rather than removable personal property) consistent with Section 1.6 above. Unless otherwise expressly agreed in a writing executed by Licensor, all Sublicensee Improvements including any alterations, modifications or expansions thereto, shall remain on the Site at the expiration or termination of the sublicense and become Licensee Improvements such that upon the expiration or termination of the License, they shall become the property of the Licensor in accordance with Section 18 herein.

1.8 Inventory. Notwithstanding the foregoing, the parties agree that within not more than one hundred twenty (120) days from the Commencement Date, Licensee will conduct an inventory of the existing equipment on the Site and will provide an updated list of Existing Improvements and Existing Sublicensee Property in order to update and replace Exhibits C-1 and C-2. Licensor shall have not less than sixty (60) days to review and verify the updated lists, in conjunction with a Licensee representative via a visit to the Site and review of the updated equipment and property inventory, if requested by

Licensor. The updated inventory, subject to Licensor's agreement, will thenceforth constitute Exhibits C-1 and C-2, respectively.

1.9 Facilities. All Existing Improvements, Licensee Improvements, and Sublicensee Improvements and Property, whether existing or new, shall hereinafter be collectively referred to as the "Facilities" and shall be maintained and operated in accordance with the terms and conditions of this License.

1.10 Licensee's right to use the Site for the Permitted Use is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities. Other than signage mandated by state or federal law or FCC regulations, no other signage, including advertisements, shall be permitted to be affixed or otherwise attached to or posted at or near the Site.

2. Term.

2.1 The initial term of this License shall be ten (10) years (the "Initial Term"), commencing upon **August 31, 2022** ("Commencement Date"). The Initial Term of this License shall expire at 11:59 p.m. on August 31, 2032.

2.2 Following the Initial Term, the License will automatically renew for up to four (4) additional five (5) year renewal terms (each a "Renewal Term"), provided neither Party provides written notice of its intent to terminate the License at least ninety (90) calendar days prior to the then-current term. Each Renewal Term shall be based on the same terms and conditions as set forth herein. The Initial Term and any Renewal Term(s) collectively are referred to as the Term.

2.3 If Licensee shall remain in possession of the Site at the expiration or earlier termination of this License without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except that the Licensee shall pay the Holdover License Fee calculated in accordance with Section 3.5, without prejudice to any other right or remedy available to Licensor due to Licensee's failure to timely vacate the Site. Nothing contained herein shall grant Licensee the right to holdover after the term of this License has expired.

3. Compensation.

3.1 Licensee shall pay to Licensor a one-time signing bonus of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) at closing as further consideration.

3.2 From and after the Commencement Date, Licensee shall pay Licensor monthly, within five (5) days following the end of each calendar month, an amount equal to Seventy percent (70%) of the gross revenue received from any and all tenants, sublicensees and any other users of the Site during the prior calendar month ("License Fee"). Gross revenues shall be broadly interpreted to include any and all payments and contributions in cash or equivalents or in-kind contributions, whether one-time or recurring. The License Fee shall be accompanied by a certified statement describing the sublicense revenue received. In no event, however, shall the License Fee be less than Forty Thousand dollars (\$40,000.00) in any month ("Minimum Fee Amount"), but shall not exceed Eighty-Five Percent (85%) of the rental revenue received from all tenants, sublicensees and other users of the Site. The Minimum Fee Amount shall increase annually during the Initial Term and any Renewal Term, effective as of each anniversary of the Commencement Date, by the greater of: (i) an amount equal to four percent (4%) per annum above the amount of the Minimum Fee Amount in effect immediately prior to such increase; or (ii) the increase in

the Consumer Price Index (All Items, Base 1982-1984 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the San Francisco-Oakland-San Jose Area, CA (CPI-U) or the successor of such index, or if no successor index is designated, then such other index as Licensor reasonably shall designate. The License Fee shall be payable monthly without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing.

3.3 If, at any time, Licensee fails to make timely payment, interest shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full. This right is in addition to all rights of Licensor to terminate this License, in Licensor's sole and absolute discretion. All sums payable by Licensee under this License, whether or not stated to be License fees or additional License fees, shall be collectible by Licensor as License fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay License fees (without prejudice to any other right or remedy available therefor).

3.4 The acceptance of Licensee's License Fee shall be without prejudice to Licensor's right to examination of Licensee's books and records of its annual gross revenue arising from this License and any such tenant and sublicense agreements.

3.5 Prior to the expiration of the second Renewal Term and each succeeding Renewal Term or extension thereafter, Licensor may modify the Minimum Fee Amount at its sole discretion after the Licensor completes an evaluation of rental values for comparable wireless communication site leases in the San Francisco Bay Area. In such event that Licensor elects to modify the Minimum Fee Amount, Licensor shall attempt to notify Licensee in writing of its intention and the new rental payment terms at least one-hundred and eighty (180) days prior to the expiration of the applicable Renewal Term or License Term extension. Licensee shall notify Licensor within ninety (90) days prior to expiration of the applicable Renewal Term or License Term extension, if Licensee elects not to extend this License. If the Licensor fails to notify the Licensee of a modification to the rental payments within the one-hundred and eighty (180) day time frame, then any Licensor notification (of changes to the Minimum Fee Amount) prior to the end of the applicable Renewal Term or License Term extension shall allow the Licensee ninety (90) days to consider the increase, even if the rental increase is provided by the District less than ninety (90) days before the commencement of the succeeding Renewal Term or Lease extension, and in such case this License shall be deemed extended upon the same terms and condition, including rental amounts hereunder, for the same number of days such notice of rent increase was delayed or until the parties agree on an increase to the rent, whichever is first to occur. Upon agreement on the increased Minimum Fee Amount, that amount shall be retroactive to the beginning of the then current Renewal Term.

3.6 Should Licensee remain in possession of the Site after the expiration or termination of the License, in holdover circumstances, the Licensee shall pay on a monthly basis a fee that is 250% of the License Fee and from the immediate prior month ("Holdover License Fee").

4. Assignment or Sublicensing.

4.1 Licensee shall not assign this License in part but may assign it in whole but only with the prior express written consent of the Licensor, which consent may be withheld in the Licensor's reasonable discretion. Any request for an assignment in whole shall be accompanied by the name of the proposed assignee along with financial documents, references and evidence of experience sufficient to demonstrate that said proposed assignee has the capabilities and financial ability to fully carry out the terms and requirements of the License Agreement. Licensor shall have not less than ninety (90) days to review such request and determine whether proposed assignee is able to meet these minimum qualifications. Any

assignment in whole shall retain Licensor as a responsible party under the License Agreement, or if acceptable to Licensor, be evidenced by an assumption agreement for the express benefit of Licensor, the content of which is subject to Licensor's reasonable approval. If Licensor consents to such assignment, Licensee shall reimburse Licensor for all costs associated with effectuating the assignment, including Licensor's staffing costs.

Notwithstanding the foregoing, Licensee shall have the right to assign its interest in this License Agreement to an affiliate, subsidiary or parent of Licensee or to any successor which, directly or indirectly, acquires all or substantially all of the assets and/or business of Licensee, provided that Licensee shall provide Licensor not less than sixty (60) days written notice, which shall include the name of the assignee entity, any new points of contact for assignee, and assurances that Licensee shall continue to be responsible for the obligations under the License Agreement. In the event that Licensee seeks to be released from its obligations hereunder in favor of an assignee, Licensor shall have the right of reasonable consent as set forth in the foregoing paragraph.

4.2 On or before the Effective Date, Licensor will endeavor to provide to Licensee, true and correct copies of all lease and license agreements encumbering the Site as of the Effective Date, as identified in **Exhibit "D"** ("Existing Tenant Agreements", each an "Existing Tenant Agreement"). Upon the Commencement Date, Licensor shall effect the assignment to Licensee of the Existing Tenant Agreements. During the Term, Licensee may terminate, extend or amend any Existing Tenant Agreements pursuant to the terms and conditions of the Existing Tenant Agreements; provided that future extensions and amendments shall be subject to and consistent with the terms of this License.

4.3 Replacement Agreements. Notwithstanding the above, in order to facilitate the transition of Site management responsibilities and minimize disruption for existing users of the Site, Licensee shall honor and retain in place all Existing Tenant Agreements for a one year period commencing on the Commencement Date and terminating on August 30, 2023, unless terminated by an existing user or Licensee in compliance with the existing user's Existing Tenant Agreement. Licensee may utilize the aforementioned one-year period to negotiate the transition of existing users under Existing Tenant Agreements onto new or modified agreements ("Replacement Agreements"). Licensee shall negotiate in good faith in an effort to retain all existing users not in default of their obligations.

4.4 Licensee hereby acknowledges and accepts that Licensor maintains and operates its own communications facilities on the Site pursuant to that certain Site Agreement dated April 19, 1994, as amended by that certain First Amendment dated November 29, 2001 permitting Licensor's use of the Site for its facilities ("Existing Licensor Sublease"). The term "Existing Tenant Agreements" shall specifically exclude the Existing Licensor Sublease. The Existing Licensor Sublease shall terminate upon the Commencement Date and Licensor's continuing occupancy rights upon the Site shall be governed by this Section of the License. As such, at all times during the Term, and without any rental obligation therefor, Licensor may construct, install, operate, maintain and remove communications equipment, buildings or equipment cabinets, radio transmitting or receiving antennas and related facilities and appurtenances on the Site, and attach to or collocate upon the Existing Improvements and Licensee Improvements for the transmission and receipt of wireless signals for noncommercial governmental purposes, including but not limited to, voice, data and internet transmission and for any other uses which are incidental thereto ("Licensor Attachment"). All portions of Licensor's facilities brought onto the Site by Licensor will be and remain Licensor's personal property and, at Licensor's option, may be removed by Licensor at any time. Prior to any Licensor Attachment, Licensor and Licensee shall reasonably cooperate to facilitate any such Licensor Attachments and to eliminate and/or minimize interference to acceptable industry standards.

4.5 Licensee shall use its best efforts to maintain all existing sublicensees on the Site and shall market the Site to new users for the purpose of maximizing the productive use of the Site and gross revenue thereof without risking incompatible or conflicting uses that would negatively impact the productivity of the Site. Licensee may enter into, extend, or terminate any agreement with a qualified third party for the operation of communications facilities on the Site pursuant to sublicenses, or other agreements between Licensee and such third party(ies) to grant occupancy of a portion of the Site during the Term (each a "Future Sublicensee") subject to and consistent with the terms and conditions of this License. Future Sublicensees and all sublicensees or tenants occupying the Site pursuant to an Existing Agreement shall be collectively referred to herein as "Sublicensees", or individually as a "Sublicensee".

4.6 Notwithstanding the foregoing in Section 4.2 and 4.3, in no circumstances may Licensee extend the term of any Existing Tenant Agreement or any agreement with a Future Sublicensee beyond the Term of this License without the prior written consent of Licensor.

4.7 Within thirty (30) days after granting, amending or extending an agreement with a Future Sublicensee, or amending, extending, or novating any Existing Tenant Agreement, Licensee shall notify Licensor and provide a true and correct copy of such executed agreement, including a summary of all associated sublicense fees and associated financial information.

5. **Interference.**

5.1 Licensee shall operate the Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees occupying the Exclusion Zone, including but not limited to the Federal Aviation Administration ("FAA"), Pacific Gas & Electric, and the Civil Air Patrol or any Licensor Attachment, in and/or on the Property as of the date of this License including but not limited to, the MATV systems, HVAC systems, roof, electronically controlled elevator system, computers, telephone systems, communications systems or any other system serving the Property and/or its occupants. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the FAA. "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Site). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within five business days of notice and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) calendar days after Licensee receives notice thereof from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Any person or entity who is duly authorized to install equipment subsequent to the Commencement Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any radio frequency interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until

such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Site in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

5.3 Licensee acknowledges that the primary purpose of the Property is to provide water and/or wastewater services to Licensor's customers and ratepayers, and Licensee's use of the Property and Site shall be subject to Licensor's paramount rights ("Paramount Rights") to use the Property for any and all current and future uses necessary for Licensor's water or wastewater storage, conveyance or treatment purposes, including, but not limited to maintenance, repair, installation, construction and replacement of any existing facilities or the construction or installation of any new facilities or equipment, including additional subsurface and surface infrastructure. If Licensor determines that Licensee is physically interfering with such use, Licensor shall notify Licensee and Licensee shall cease such physical interference within ten (10) business days. In case of an emergency, Licensor may take steps to eliminate such physical interference without prior notice to Licensee and Licensee shall reimburse Licensor for any and all costs incurred to eliminate such physical interference, including but not limited to costs associated with administrative and technical review by Licensor, third-party technical review, and legal counsel.

6. Construction, Maintenance, Improvements and Utilities.

6.1 Licensee Improvements and Modifications to Existing Improvements: At least thirty (30) calendar days prior to installing or constructing any new Licensee Improvements, Sublicensee Improvements or modifications to any Existing Improvements or then-existing Licensee or Sublicensee Improvements, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. Licensor's review of Licensee's plans shall include a review of the appearance of the Licensee or Sublicensee Improvements or modifications to any Existing Improvements or then-existing Licensee or Sublicensee Improvements to assure consistency with the requirements set forth herein. Licensor shall have the right to inspect the installation of any new improvements approved under this subsection and to collect its reasonable costs therefore to assure consistency with the approved plans and specifications and compliance with the requirements of this License, including appearance and standard of work. Licensor's approval of any installation is not a representation that such installation is in compliance with all applicable governmental laws, ordinances, rules and regulations or that such facilities will not cause interference with other communications systems, if any, then in operation on the Property.

6.2 Sublicensee Property: Licensee shall be solely responsible to manage, review and coordinate the installation, operation, replacement, addition, modification, removal and maintenance of Sublicensee Property ("Sublicensee Work"). Licensee shall provide written notice to Licensor specifying the Sublicensee Work completed with a summary of the Sublicensee Work's impact on any gross revenues obtained from such Sublicensee no later than thirty (30) calendar days following the completion of the Sublicensee Work.

6.3 Licensee shall ensure that all new Licensee and Sublicensee Improvements, modifications to Existing Improvements or then-existing Licensee and Sublicensee Improvements, and all new or modified Sublicensee Property are installed in compliance with all federal, state, and local laws, including

but not limited to local zoning requirements, and will adhere to all technical standards set forth in this License. Licensee hereby confirms and agrees that all new or modified Facilities shall be installed and operated solely within the Site. Any and all new Licensee and Sublicensee Improvements and any modifications thereto shall be designed and constructed to be of a neutral, earth-tone color consistent with the natural environment of the Site as well as the existing physical character of the Facilities already located thereon.

6.4 All work done or permitted to be done by Licensee shall be performed in a good and workmanlike manner and in compliance with applicable permits, laws and ordinances. Licensee and its sublicensees, contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Upon completion of construction, Licensee shall remove any items stored or placed by Licensee upon the Site and restore such area to the condition existing prior to construction (subject to normal wear and tear).

6.5 Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Site or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) calendar days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Site or the Property for work or materials claimed to have been furnished at the instance of Licensee.

6.6 All installation and other work to be performed by or at the direction or permission of Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Site. Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted.

6.6.1 Prior to entering the Site or commencing any installation or work, Licensee (and its agents, contractors, sublicensees and sublicensees' contractors) will ensure that: (i) Any work performed on or at the Site has the prior written consent of Licensor, if required by this Section 6; (ii) Licensee has obtained all necessary governmental permits or approvals and will perform all work on or at the Site in compliance with any necessary governmental permits or approvals; and (iii) Licensee has provided prior notice to Licensor of such work. Licensee shall also, at its own cost and expense, deliver to Licensor a certificate of insurance confirming that comprehensive general liability insurance as required under Section 13 of the License, covering the risk during the course of performance of Licensee's installation or work, has been obtained and is in place, which policy as endorsed will protect against any claim or liability arising out of the entry, installation or work. In addition, prior to entering the Site or commencing any installation or work, Licensee (and its agents, contractors, sublicensees and sublicensees' contractors) will at its own cost and expense deliver to Licensor documentation confirming its compliance with Section 13.2.

6.6.2 Prior to Licensee's commencement of the installation of any Facilities, Licensee shall provide Licensor with copies of all governmental approvals obtained by Licensee with respect to the installation.

6.6.3 The Licensor shall arrange for an inspection on behalf of Licensor to review the work to ensure that changes made by the Licensee do not affect Licensor Improvements and are consistent with the plans and specifications provide to and approved by Licensor. Licensee shall make any changes

required by Licensor at its sole cost and expense and reimburse Licensor for all reasonable inspection and applicable permit fees, as required by Licensor.

6.6.4 To the extent practicable, Licensee's (or its agents' and sublicensees') construction trailers, tools and equipment on the Property shall be marked with the company name, phone number and contact person.

6.6.5 Licensee (or its agents' and sublicensees') shall not utilize any portion of the Property outside of the Site for the storage of materials and staging of construction materials and preparation for work without the advance written consent of Licensor, such consent to be granted or conditionally granted in Licensor's sole discretion.

6.7 Licensee shall, at Licensee's expense, keep and maintain the Site and Facilities in commercially reasonable condition and repair during the term of this License. Licensee agrees to maintain all Facilities in proper operating condition and within industry accepted safety standards. All installations and operations of the Facilities by Licensee shall comply in all material respects with all applicable rules and regulations of the FCC and all applicable federal, state, city, county and local codes and regulations, and any applicable Existing Tenant Agreement. Licensor assumes no responsibility for the licensing, operation or maintenance of the Facilities. Licensee has the responsibility of carrying out all of the terms of its FCC license.

6.8 Licensee shall have the right, at Licensee's expense, to install utilities within the Property and to install or improve utilities on the Site (including, but not limited to the installation of emergency power generators), with Licensor's prior written approval. All utility routes must be approved by Licensor prior to construction. Licensee shall have a separate meter installed for Licensee's electrical power consumption, whereupon Licensee shall pay the power utility directly for such usage. Generators may only be used on the Site to generate temporary power during power outages or emergency situations for the Facilities.

6.9 Licensee hereby designates Greg Hutton as its emergency contact. In the event Licensee is unwilling or unable to respond to alarm calls or any other emergency occurring at the Site in a timely manner and Licensor personnel is called upon to respond to said emergency, Licensor will invoice Licensee, and Licensee agrees to pay all internal and out of pocket costs thereof upon receipt of said invoice within thirty (30) calendar days of the date of the invoice. Licensor will prepare and issue said invoice to Licensee identifying the time, date, duration of call-out, costs incurred and the nature of the response.

7. **[Reserved].**

8. **Access, Vegetation Management and Road Maintenance.**

8.1 Licensee's access to the Property and Site shall comply with Licensor's Access Requirements as specified in **Exhibit "E"** attached hereto and incorporated by this reference.

8.2 Licensee hereby understands and acknowledges that the Site is located within a wildfire hazard area and therefore Licensee shall maintain and keep the Site clear from excess vegetation and fuel loads on the Site at all times during the Term.

8.3 In addition to Site vegetation management, Licensee shall contribute towards Licensor's area maintenance and vegetation management on an annual basis. The Vegetation Management and

Defensible Space Annual Fee shall be due and payable annually in advance, by Licensee to Licensor within ten (10) days of the Commencement Date in the amount of Twenty-Five Thousand Dollars (\$25,000) and thereafter within ten (10) days of each anniversary of the Commencement Date (“Vegetation Management and Defensible Space Annual Fee”). Each year on the anniversary of the Commencement Date, the Vegetation Management and Defensible Space Annual Fee shall increase annually by the greater of: (i) an amount equal to five percent (5%) over the amount of the Vegetation Management and Defensible Space Annual Fee in effect immediately prior to such increase; or (ii) the increase in the Consumer Price Index (All Items, Base 1982-1984 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the San Francisco-Oakland-San Jose Area, CA (CPI-U) or the successor of such index, or if no successor index is designated, then such other index as Licensor reasonably shall designate.

8.4 Licensee shall at its sole cost and expense keep in good repair, working order and condition the access gates and roads, extending from East Ridgecrest Boulevard to the Site (“Access Road”) and shall provide routine road maintenance and repair services to and upon the Access Road throughout the Term.

9. Events of Licensee Default and Licensor’s Termination.

9.1 It shall be an Event of Default if any one or more of the following events shall occur:

9.1.1 Licensee shall default in the payment when due of any License fees or other sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) business days after written notice thereof from Licensor (provided, however, that Licensor shall not be required to provide such notice with respect to more than two payments required during any calendar year during the term hereof); or

9.1.2 Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee other than that specified in 9.1.1 above and the interference provision herein and Licensee does not remedy such default within thirty (30) calendar days after written notice thereof is given to Licensee or, if such default cannot be remedied in such period, Licensee does not, within twenty (20) calendar days after such notice from Licensor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

9.1.3 In the event that Licensee disputes a written notice of an Event of Default, it may submit to Licensor a written request for dispute resolution within five (5) business days of receipt of such written notice. Upon receipt of a timely request for dispute resolution, the cure period in the Notice of Default is tolled. Each Party shall designate a senior representative (“Senior Representative”) and the Senior Representatives for the Parties shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve the dispute. Prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute. If the dispute cannot be resolved through dispute resolution within a reasonable time, not to exceed thirty (30) calendar days, then the Licensor shall be free to pursue any rights and remedies in Section 9.1.4.

9.1.4 Upon the occurrence of an Event of Default if no timely dispute resolution request has been received pursuant to Section 9.1.3, Licensor shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to the following:

(a) Following three (3) business days' notice to Licensee, declare to be immediately due and payable, a sum equal to (i) all License fees and other charges, payments, costs and expenses that have accrued through the Event of Default, plus (ii) all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such term which shall be capable of precise determination at the time of the Event of Default.

(b) Whether or not Licensor has elected to recover sum set forth in (a) above, Licensor may terminate this License on at least five (5) business days' notice to Licensee and, on the date specified in such notice, this License and the term hereby demised and all rights of Licensee hereunder shall expire and terminate and Licensee shall thereupon quit and surrender possession of the Site to Licensor in the condition elsewhere herein required in which event Licensee shall remain liable to Licensor as herein provided.

10. Licensee's Termination.

10.1 Early Termination. It is understood and agreed that Licensee's ability to use the Property is contingent upon Licensee continually maintaining in full force and effect, after the Commencement Date, all the certificates, permits, and other approvals that are required by any federal, state, or local authorities. In the event that any certificate, permit, license, or approval issued to Licensee is canceled or is otherwise withdrawn or terminated by any governmental authority at no fault of Licensee so that Licensee is unable to use the Site for its intended purposes, Licensee may terminate this License upon one hundred eighty (180) calendar days written notice to Licensor, except that those terms that by their nature survive termination such as Licensee's obligations to comply with Section 18 and restore the Property and Site, and the indemnity obligation shall survive in accordance with the terms of this License.

10.2 Termination for Licensor Default. Subject to Section 10.3, in the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within forty-five (45) calendar days after written notice thereof is given to Licensor, Licensee shall have the right to immediately terminate and revoke this License and shall be entitled to exercise any and all rights and remedies permitted by applicable law. No such failure, however, will be deemed to exist if Licensor has commenced to cure such default within such forty-five (45) calendar day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor.

10.3 In the event that Licensor disputes a notice of termination sent pursuant to Section 10.2, it may submit to Licensee a written request for dispute resolution five (5) business days of receipt of such written notice. Upon receipt of a timely request for dispute resolution, the cure period in the notice of default is tolled. Each Party shall designate a senior representative ("Senior Representative") and the Senior Representatives for the Parties shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve the dispute. Prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute. If the dispute cannot be resolved through dispute resolution within a reasonable time, not to exceed sixty (60) calendar days, then the Licensee shall be free to pursue any rights and remedies in Section 10.2.

11. Casualty and Condemnation.

11.1 If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of

Licensee's Permitted Use in a commercially reasonable manner) of the Facilities upon the Site shall be damaged and/or destroyed by fire or other casualty (a "Casualty Event"), then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensor shall be entitled to collect all insurance proceeds payable on account thereof and Licensee shall be entitled to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date. In the event Licensee does not elect to terminate this License following a Casualty Event, Licensee shall repair, replace and restore the Site and all the Facilities damaged and/or destroyed by the Casualty Event as soon as commercially practicable, not to exceed three (3) months following the Casualty Event, and Licensee shall be entitled to collect all insurance proceeds payable on account thereof and such insurance proceeds shall be used exclusively for Licensee's repair, replacement and restoration requirements herein. In the event Licensee does not elect to terminate this License following a Casualty Event, Licensee shall be entitled to a reduction in the License Fee, proportional to Licensee's loss of use of the Site caused directly by the Casualty Event for the period of time occurring between the Casualty Event and the completion of Licensee's repair, replacement and restoration work, but not to exceed three (3) consecutive months. Licensor, in its sole discretion may grant extensions to the repair and rent reduction periods in this Section 11.1 for good cause shown in writing by Licensee. The term "good cause" as used herein shall refer to bona fide delays to performance of Licensee's repair, replacement and restoration activities caused by third parties and not directly attributable to Licensee.

11.2 If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 11.1) of the Site or the Facilities located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Site, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

12. **Taxes.** Licensor hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Licensee acknowledges that this License may create a possessory interest and Licensee may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107. Licensee shall pay, when due, all real and personal property taxes, fees and assessments, assessed against the Site and the Facilities and shall reimburse Licensor for any increase in real property or possessory interest taxes levied against the Site as a result of the Facilities on the Site only for so long as this License has not expired of its own terms or is not terminated by either party.

13. **Insurance, Release and Hold Harmless.**

13.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this License, including any Renewal Term, minimum insurance coverage in the following amounts :

13.1.1 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate, provided, however, that if Licensee has no employees, the Licensor may accept a letter certifying the same in place of this coverage;

13.1.2 Commercial General Liability insurance at minimum combined single limits of \$2,000,000 per-occurrence and \$4,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations(\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit; and

13.1.3 Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage, provided, however, that if Licensee has no automobiles, the Licensor may accept a letter certifying the same in place of this coverage;

13.1.4 "All-risk" property insurance insuring the Facilities and its appurtenant personal property for full replacement costs with the Marin Municipal Water District as the loss payee, and shall include Business Interruption Insurance coverage equal to twelve (12) months of lease payments following the date of loss to be apportioned consistent with the Minimum Fee Amount payable by Licensee hereunder.

13.2 Any Subcontractor(s) hired by the Licensee shall maintain insurance coverage equal to or exceeding that required of the Licensee and shall indemnify, defend and hold Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners harmless in accordance with Section 13.4. It is the responsibility of the Licensee to assure compliance with this provision. Licensor accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

13.2.1 Builders Risk coverage for work on any substantial (greater than \$150,000) improvement to the Site as follows:

(a) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. The deductible shall not exceed \$25,000.

13.2.2 Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$2,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

13.2.3 With reference to the foregoing insurance requirements, the Licensee shall specifically endorse applicable insurance policies as follows:

(a) Licensor shall be named as an additional insured with respect to General Liability, Automobile Liability, and Builders' Risk.

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of Licensor shall be contained in the Workers' Compensation and all liability policies.

(d) All insurance policies shall be endorsed to require the insurer to immediately notify Licensor of any material change in the insurance coverage.

(e) All insurance policies shall be endorsed to the effect that Licensor will receive at least sixty (60) calendar days' notice prior to cancellation or non-renewal of the insurance.

(f) All insurance policies, which name Licensor as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by Licensor.

(i) Insurance must be purchased from insurers that are financially acceptable to Licensor.

(j) Unless approved in writing by Licensor, Licensee shall place the Required Insurance with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A".

(k) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

(i) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

(ii) Shall specifically set forth the notice-of-cancellation or termination provisions to Licensor.

(l) Licensee shall furnish Licensor with certified copies of all insurance policies prior to the Effective Date.

13.3 Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Site from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 13.

13.4 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the Term or any Renewal Term of this License, or during any period of time

prior to the Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Site arising from:

13.4.1 any work or act done in, on or about the Site or the Property or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Licensor or its agents or employee;

13.4.2 any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees;

13.4.3 any accident, injury or damage to any person or property occurring in, on or about the Site or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

13.4.4 any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with.

13.5 Licensor reserves to the right to unilaterally modify any of the insurance requirements in this Section 13 in its sole discretion prior to the commencement of any Renewal Term to ensure that its insurance coverage minimums conform with industry practices and changed conditions at the Property. If Licensor elects to modify any of the insurance requirements in this Section 13 as provided above, Licensor shall provide Licensee with the updated insurance requirements at least sixty (60) days prior to the commencement of the applicable Renewal Term, and such updated insurance requirements shall become effective upon the commencement of the applicable Renewal Term.

14. Reporting; Audit.

14.1 Licensee agrees that Licensor or its designated representative shall have the right to review and to copy any of Licensee's records and supporting documentation pertaining to the performance of this License. Each year on or before the anniversary of the Commencement Date, Licensee shall provide to Licensor a report certified as true and correct by Licensee containing the following: (i) a full list of all current Sublicensees occupying or deploying Facilities upon the Site and any new agreements, amendments or extensions of existing agreements; (ii) a complete inventory of all Facilities installed upon the Site noting ownership of each portion of the Facilities, whether in active use or inactive or abandoned status; (iii) a depiction of all Facilities in place upon the Site; (iv) an itemized list of all gross receipts paid by each Sublicensees together with summary of each Sublicensee's remaining sublicense term and projected sublicensee payments for the following year.

14.2 Once during the Initial Term and once during each Renewal Term, Licensor shall have the right to require an audit of Licensee's records and supporting documentation pertaining to the performance of this License, and the costs of such audit will be shared equally by Licensor and Licensee, except that in the event of any discrepancy in favor of Licensor equal to or greater than ten percent (10%) Licensee shall bear the entire cost of the audit. Any deficiency revealed by the audit shall be paid by Licensee within thirty (30) calendar days of notice thereof to Licensor, and such payment shall include interest that shall accrue on the past due amount at the rate of eighteen percent (18%) per annum or the maximum allowable by law, whichever is less, until paid in full.

14.3 Licensee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment. Licensee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Licensee agrees to include in any sublicensees a similar right of Licensor to audit records and interview sublicensees related to any performance of this License.

14.4 Licensor will use its best efforts and endeavor to provide Licensee with thirty (30) calendar days' advance notice of any audit that may be performed by Licensor or its designee. Further to the extent Licensee provides Licensor with proprietary information, Licensor will hold it in the strictest confidence, and will return it when it is no longer necessary to support any audit exceptions. Licensee shall clearly label each page of all proprietary information provided to the Licensor as "PROPRIETARY". In the event a Public Records Request is made for such proprietary information, Licensor will provide at least ten (10) calendar days' advance notice to Licensee so that it may seek protection from disclosure based on proprietary information, or another legal basis to withhold such information under the California Public Records Act, provided, however, that Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of Licensor's withholding of material in its possession deemed to be proprietary information or otherwise protected information under the California Public Records Act by Licensee.

15. **Notices.**

15.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor:

MARIN MUNICIPAL WATER DISTRICT, to:
Marin Municipal Water District
Attn: Real Property Group
220 Nellen Avenue
Corte Madera, CA 94925

With a required copy sent to:

Marin Municipal Water District
Attn: Office of the General Counsel
220 Nellen Avenue
Corte Madera, CA 94925

If to Licensee, to:

EIP Holdings II, LLC
Two Allegheny Center
Nova Tower 2, Suite 1002
Pittsburgh, PA 15212

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

15.1.1 Notices shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail or with overnight carrier, as specified in 15.1, prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. NO WARRANTIES.

16.1 Licensor makes no warranty or representation whatsoever concerning the Site, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Licensee's right to use Site is strictly on an "as is" basis with all faults, existing as of the Effective Date. Licensor hereby disclaims all warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose, except for those warranties expressly made in this Agreement.

17. Hazardous Substances.

17.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. This paragraph shall survive the termination of this License.

17.2 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, tenants, affiliates, agents, officials, officers, contractors or employees on the Site. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), to insure, protect, hold harmless and indemnify Licensor from any liability created by Licensee pursuant to such sections.

17.3 Licensor or its officers, employees, contractors, or agents shall at all times have the right to enter and inspect the Site and the operations conducted thereon to assure compliance with the requirements herein stated; provided, however, for non-emergency situations, Licensor must first call Licensee's designated 24/7 contact as specified in Exhibit E hereto at least forty-eight (48) hours in advance of any proposed entry and/or inspection by Licensor to allow a representative of Licensee to be present during any such entry and/or inspection. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Site and taking photographs, but may not in any event disrupt or interfere with Licensee's Permitted Use of the Site.

17.4 Licensee shall, within twenty-four (24) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance within the Site as defined herein, give written notice

to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within Site. The failure to disclose in a timely manner the release of a Hazardous Substance shall be a breach of this License by Licensee. Licensee shall immediately clean up and completely remove such release of Hazardous Substances to the extent released by Licensee on, under, about or within Site, in a manner that is in all respects safe and in accordance with all applicable laws, rules, and regulations.

17.5 In the event Hazardous Substances used in violation of applicable laws are discovered, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Substances in violation of applicable laws placed on, under, about or within Site by Licensee, and provide written documentation of its safe and legal disposal.

17.6 Breach of any of these covenants, terms, and conditions, and Licensee's subsequent failure to cure within thirty (30) calendar days after Licensee's receipt of written notice from Licensor (provided Licensee shall have such extended period beyond the thirty (30) calendar days if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days and Licensee commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion), shall give Licensor the authority to either terminate this License or to shut down Licensee's operations thereon, at the sole discretion of Licensor. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances to the extent placed by Licensee on, under, about or within the Site or the Property in violation of applicable laws. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances during Licensee's period of use and possession of Site. Upon termination of this License, Licensee shall, in accordance with all applicable laws, remove from the Site any equipment or improvements to the extent placed on Site by Licensee that may be contaminated by Hazardous Substances.

17.7 The terms of this Section 17 shall survive the expiration or earlier termination of this License.

18. Continuity of Operations and Transition Planning.

18.1 In the event that the License is terminated for any reason (including expiration), the parties will cooperate in good faith to transition the operations, assets and sublicensee agreements at the Site to Licensor or to an entity of Licensor's choosing (the "Successor Licensee") in accordance with the following principles:

18.1.1 Continue the operations and minimize disruption to sublicensees;

18.1.2 Preserve the value of the Site as a going concern; and

18.1.3 Protect the physical integrity of the Facilities on the Site.

18.2 Licensee shall work cooperatively with Licensor beginning at least one hundred eighty (180) days prior to the expiration of the License (the "Transition Period").

18.2.1 During the Transition Period, Licensee will continue management and operations in accordance with the requirements of the License, except as those requirements may be modified consistent with this Section, and as directed by Licensor as necessary to effect the seamless transition to the Successor Licensee.

18.2.2 During the Transition Period, Licensee shall provide Licensor with access to personnel and all records and information necessary for Licensor to transition operations in a seamless manner, including providing the information and performing the activities listed in Exhibit "F" (Minimum Transition Deliverables).

18.2.3 During the Transition Period, Licensee shall fully cooperate in the assignment of sublicenses, and any other third-party arrangements necessary to effect the seamless transition.

18.2.4 During the Transition Period, Licensee shall fully cooperate in the assignment of or conveyance of ownership to and in any and all of the Licensee Improvements in place to Licensor at no cost to Licensor.

18.3 In the event that the License is terminated upon notice to Licensee, then Licensee agrees to work cooperatively with Licensor for a period of ninety (90) days following such termination and shall, at the request of Licensor, carry out all of the obligations set forth above in subsections 18.2.1 through 18.2.4.

18.4 The Parties shall meet and confer at least once every three years during the Term to review and make any necessary revisions to the transition planning activities contemplated by this Section.

19. **Successors and Assigns.**

19.1 This License shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns.

20. **Miscellaneous.**

20.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

20.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

20.3 This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. In the event there is an existing agreement between Licensee and Licensor (or its predecessor-in-interest) covering the ongoing use of the Site, it is agreed and understood that this License shall cancel, supersede and terminate said prior agreement as of the Commencement Date of this License.

20.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

20.5 This License shall be construed in accordance with the laws of the State of California without regard to conflicts of laws provisions. Each of the parties irrevocably submits to the jurisdiction of any state court located in Marin County.

20.6 If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

21. Mortgage Subordination.

21.1 This License is and shall be subject and subordinate to all ground or underlying leases of the entire Property and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) calendar days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case, this License shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. Notwithstanding the foregoing, the subordination set forth above shall be subject to the terms of any SNDA which may be entered into by and between Licensee, Licensor and Licensor's mortgagee.

22. Amendments.

22.1 The provisions of this License may be amended only by mutual written consent of the Parties documented in a formal amendment.

23. No Relocation Assistance.

23.1 Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of this License.

24. Time.

24.1 Time is of the essence of this License.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

MARIN MUNICIPAL WATER DISTRICT

By: _____

Printed Name: Bennett Horenstein

Title: General Manager

Date: _____

LICENSEE:

EIP HOLDINGS II, LLC

By: _____

Printed Name: John Lemmon

Title: EVP & General Counsel

Date: _____

Attest:

Clerk of Board/Secretary

Approved as to Form:

General Counsel

LIST OF EXHIBITS:

- Exhibit A – Property Legal Description
- Exhibit B – Site
- Exhibit C.1 – Existing Improvements
- Exhibit C.2 – Existing Sublicensee Property
- Exhibit D – Existing Tenant Agreements
- Exhibit E – Access Requirements
- Exhibit F – Minimum Transition Deliverables

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

DRAFT

EXHIBIT "B"

SITE

The Site shall consist of the following:

1. Ground space measuring approximately _____' in length by _____' in width.

The Assessor's Parcel Number is: _____

OR

INSERT LEGAL DESCRIPTION OF SPECIFIC PARCEL

DRAFT

EXHIBIT "C.1"
EXISTING IMPROVEMENTS

DRAFT

EXHIBIT "C.2"
EXISTING SUBLICENSEE PROPERTY

DRAFT

EXHIBIT "D"
EXISTING TENANT AGREEMENTS

DRAFT

EXHIBIT “E”
ACCESS REQUIREMENTS

1. Licensee and its authorized personnel, as defined below, shall be entitled to a non-exclusive right, both pedestrian and vehicular, of ingress, egress, and access to the Site 24 hours a day, 7 days a week.
 - a. For purposes hereof, Authorized Personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee, Licensee’s sublicensees or any party to the Existing Tenant Agreements or persons under their direct supervision.
2. In the event of an emergency at the Site, such as a fire, fuel spill, accident or other unsafe condition at the Site, Licensee shall promptly notify Licensor by contacting Licensor’s Dispatch 24 hours a day, 7 days a week by calling 415-945-1500.
3. Licensee hereby designates **Greg Hutton** at **greg.hutton@everestinfrastructure.com** or **(916) 903-6495** for immediate response to Licensor inquiries 24 hours a day, 7 days a week.
4. Prior to Licensee or its Authorized Personnel accessing the Site, Licensee shall ensure that it and its Authorized Personnel have valid and current insurance policies of the amounts and types required by Section 6.6.1 of the License. Licensee shall provide evidence of such insurance coverages upon request of Licensor.
5. All access to the Site by Licensee and its Authorized Personnel shall be subject in each instance to the reasonable security requirements, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing.
6. Licensee and Licensee’s sublicensees shall exercise their access rights at their sole risk and avoid traveling upon said access roadway 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.
7. In each instance, prior to accessing the Site, Licensee, its agents, sublicensees, and contractors shall inspect the access roadway to determine the appropriateness of specific vehicular access and suitability of vehicle types for the then existing roadway and weather conditions.
8. The Site is secured and alarmed and therefore Licensee shall call Licensor’s Dispatch at (415) 945-1500 prior to entering the Site, in order to alert Licensor’s Dispatch.
9. Licensor may revise or supplement these operational requirements with reasonable written notice to Licensee.
10. Licensee shall assure that Licensor has, at all times during the Term of the License, all gate and access codes, as well as any other necessary information that Licensor may need to access the Site and Facilities.
11. Licensor maintains its access rights to the Site and Facilities thereon and reserves the right to access and inspect any portion(s) of the Site and the Facilities located thereon. Licensor endeavor to provide Licensee 24 hours prior notice of entry onto the Site or Facilities, except in emergency situations where immediate entry is required.

EXHIBIT "F"

MINIMUM TRANSITION DELIVERABLES

1. Licensee Equipment Assignment or Removal Plan: Licensee shall meet and confer with Licensor to develop the following deliverable:
 - a. Identify Licensee Improvements and provide a bill of sale conveying Licensee Improvements and any other interests in any improvements installed on the Site during the Term.
 - b. Identify all equipment of Licensee and Sublicensees, if applicable, to be removed and any associated remediation work to be performed in connection with such removal.
 - c. Deliver to Licensor a schedule of such removal and remediation work.
2. Site Operations Documentation: Licensee shall deliver to Licensor and shall cooperate with Licensor in Licensor's review of the following deliverables:
 - a. Copies of all documentation in Licensee's possession pertaining to the construction, operation and maintenance of the Facilities and any improvements constructed or installed by Licensee or any sublicensees; which shall include, but not be limited to, the following:
 - i. FAA 1A or 2C Survey Certifications on the antenna structure(s).
 - ii. FAA Aeronautical Studies and Notices of Determination for the antenna structure(s).
 - iii. FCC Antenna Structure Registrations for the antenna structure(s).
 - iv. Most-current site plan(s) and associated land survey(s).
 - v. Geo-Technical Report(s).
 - vi. Special Inspections — test results and reports.
 - vii. Most-current structural calculations and drawings for the antenna structure(s) and their foundation(s).
 - viii. Construction drawings for the equipment buildings and any modifications thereto.
 - ix. As-Built construction and manufacturing specifications and drawings for all improvements and fabricated structures.
 - x. Equipment manuals & warranties for all improvements — i.e. air conditioners & handlers, standby generators & associated equipment, antenna combining, alarm systems & other site monitoring equipment.
 - xi. Contact information for Licensee's equipment service vendors — i.e. air conditioners & handlers, standby generators & associated equipment, alarm systems & monitoring.
 - xii. Air Quality Management District Permit(s) to operate for all generators.
 - xiii. State of California, DIR, DOSH, Pressure Vessel Unit Permit(s) To Operate for any LPG fuel tanks associated with any standby generator(s).
 - xiv. Hazardous Materials Business Plan(s) & associated Hazardous Materials Storage Permit(s) of Licensee and sublicensees.

- xv. Current inventory (i.e. Excel spreadsheet format) and drawing of all appurtenances on the antenna structure(s).
- xvi. Current floor plan of all equipment building room spaces depicting and describing all Licensee, Licensor and sublicensee owned equipment.
- xvii. Most-current antenna structure(s) and antenna structure(s) foundation inspection report.
- xviii. Most-current site grounding analysis.
- xix. Most-current RF exposure analysis.
- xx. Site maintenance records — i.e. tower painting, obstruction light re-tamping, generator & air conditioner servicing.
- xxi. Detail (i.e. Excel spreadsheet format) of all site operating and maintenance expenses for the previous three (3) years.
- xxii. All site security procedures — i.e. passwords, keys, lock combinations
- xxiii. Site maps including vault and tower drawings

3. Sublessee Occupancy and Operations Documentation: Licensee to deliver to Licensor, as soon as reasonably possible during the Transition Period, and to cooperate with Licensor in Licensor's review of the following deliverables:

- a. Copies of all documentation in Licensee's possession pertaining to the occupancy of the Site by the sublicensees; which may include, but not be limited to, the following:
 - i. Sublicensees site agreements for each sublicensee's occupancy of the Site, including all amendments thereto and other related instruments.
 - ii. Current Certificates of Insurance of all sublicensees.
 - iii. Current inventory (i.e. Excel spreadsheet format) of all sublicensees Property, Improvements and frequencies, including positions on the antenna structure(s).
 - iv. Sublicensees approvals, authorizations and other permits for installing and operating their equipment at the Site; including copies of all FCC licenses.
 - v. Sublicensee-specific structural analyses for applicable sublicensee Property, Improvements and installations.
 - vi. Construction drawings for applicable sublicensee Property, Improvements and installations
- b. Current contact information for each Sublicensee



Item Number: 04
Meeting Date: 08-02-2022
Meeting: Board of Directors

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Water Resources Director

A handwritten signature in blue ink, appearing to be "PS", located to the right of the "FROM" field.

THROUGH: Ben Horenstein, General Manager

A handwritten signature in blue ink, appearing to be "BH", located to the right of the "THROUGH" field.

DIVISION NAME: Water Resources

ITEM: Strategic Water Supply Assessment, Review of Conservation as a Water Supply Alternative

SUMMARY

In September 2021, the District faced historically low reservoir levels as result of a severe two-year drought. In response to this drought, the District pursued developing the Emergency Intertie Project under a CEQA Statutory Emergency Exemption. Water storage levels have greatly improved since then, allowing the District to pursue a full environmental analysis of the proposed intertie project under CEQA and to perform a comparative analysis on water supply resiliency solutions. The Strategic Water Supply Assessment will build upon extensive, previous planning efforts to evaluate supplemental water supply options that will address the impacts from hydrologic extremes such as droughts, with the result of this effort being a roadmap for implementation. During the meeting, the project team will provide the board a presentation focusing on conservation as one of the water supply alternatives.

FISCAL IMPACT

None

ATTACHMENT(S)

None



Item Number: 05
Meeting Date: 08-02-2022
Meeting: Board of Directors

Informational Item

TO: Board of Directors

FROM: Terrie Gillen, Board Secretary

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Communications & Public Affairs Department

ITEM: Future Meeting Schedule and Agenda Items

SUMMARY

Review of the upcoming Board of Directors and Committee meetings

DISCUSSION

Below are the upcoming meetings of the Board of Directors and/or Committees:

Internal Meetings

- Tuesday, August 16, 2022
Board of Directors' Regular Bi-Monthly Meeting
7:30 p.m.
- Wednesday, August 17, 2022
Communications & Water Efficiency Committee/Board of Directors (Communications & Water Efficiency) Meeting
9:30 a.m.
- Friday, August 19, 2022
Operations Committee/Board of Directors (Operations) Meeting
9:30 a.m.
- Thursday, August 25, 2022
Finance & Administration Committee/Board of Directors (Finance & Administration) Meeting
9:30 a.m.

External Meetings

- Friday, September 2, 2022
North Bay Watershed Association (NBWA) Board Meeting
9:30 a.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None