



**REQUEST FOR PROPOSALS
LICENSE OF DISTRICT REAL PROPERTY FOR WIRELESS
COMMUNICATIONS SITE MANAGEMENT
(Mount Tamalpais Communications Site)
APNs: 197-120-21; 197-120-40**

Important Dates

Release Date: March 23, 2022

Submission of Required Documents to Attend Site Visit: April 4, 2022

Site Visit: April 12, 2022

Questions Regarding RFP Due: April 15, 2022 at 4:00 p.m.

Proposal Due Date: April 28, 2022 at 4:00 p.m.



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**MARIN MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSALS
LICENSE OF DISTRICT REAL PROPERTY FOR WIRELESS COMMUNICATIONS
SITE MANAGEMENT
(Mount Tamalpais Communications Site)**

1. INTRODUCTION

This Request for Proposals (“RFP”) presents a unique opportunity to manage a long-standing mountaintop wireless communications site with a large number of existing towers and a substantial revenue stream from numerous existing subtenants as well as the potential for future growth. The site is composed of two communications facilities: (1) a primary communications facility, and (2) Building 402. Both of which are located in close proximity to major urban population centers (Marin County, San Francisco, and the East Bay) and the Pacific Ocean. The Marin Municipal Water District (“District”) is requesting proposals from interested and qualified proposers for the license of its mountaintop communications site and existing improvements as more specifically described and depicted in Exhibit A (“Mt. Tamalpais Communications Site” or “Site”), including the management of all existing and future subtenants, upon the terms and conditions as generally contained herein and as set forth in the license agreement described in section 3 below.

The proposing entity is hereinafter referred to as "Proposer". Qualified and interested entities are invited to submit written proposals for consideration in accordance with this request.

2. MOUNT TAMALPAIS COMMUNICATIONS SITE DESCRIPTION

The District provides water to residents of the southern and central portions of Marin County, California. The District’s service area covers 147 square miles extending northward from the Golden Gate Bridge to the City of Novato and westward from San Francisco Bay to the San Geronimo Valley on its westerly border. The District serves a population of approximately 190,000 through about 61,000 service connections. The District’s service area includes the cities and towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Ross, Sausalito, San Anselmo, San Rafael, Tiburon, as well as a large unincorporated area of the County.

The District was formed in 1912 for the purpose of developing and providing service for a domestic water supply within its boundaries. It was the first water District in the state organized under the Municipal Water District Act of 1911. In the following years, the District took over the lands and waterworks of 24 separate and privately owned water companies and converted them to a single publicly owned system, resulting in an extensive and complex distribution system.

This distribution system includes approximately 22,000 acres of watershed land on Mount Tamalpais and in west Marin County.

The Mount Tamalpais Communications Site is located in Marin County upon portions of the Middle and West Peaks of Mount Tamalpais. The Site currently houses 12 communications towers and other structures that support 32 separate subtenants operating more than 200 antennas and related communications equipment, and generating nearly \$1.5 Million in gross revenues from subtenants annually. The Site is currently managed by American Tower Corporation pursuant to a ground lease that was originally entered into with a predecessor-in-interest in 1979. That lease will expire on August 30, 2022 with no further option to extend or renew the term of the lease. The selected Proposer will be expected to assume all Site and subtenant management responsibilities pursuant to the terms of a new communications site license agreement commencing on August 31, 2022.

3. FORM OF LICENSE AGREEMENT AND MINIMUM TERMS

It is expected that the selected Proposer will enter into a License Agreement for the Site. A form of License Agreement is attached hereto as Exhibit B (a Word version of the document can be found in the EDR). As discussed further in Section 7 below, some of the financial and other terms are blank and are to be filled in as part of the Proposal.

The District has determined that the RFP will proceed under the following minimum terms which are non-negotiable:

3.1 **As-Is License:** The Site is being offered for license in an As-Is condition with no warranties or covenants as to suitability for any particular development or use. In addition, the District will not offer any contingencies or extended the escrow period for the Proposer to pursue any entitlements for the Mount Tamalpais Communications Site.

3.2 **Mount Tamalpais Communications Site Vegetation Management and Defensible Space Annual Fee:** Each Proposal shall include a commitment to pay to Licensor on an annual basis for the Term of the License a contribution for the Licensor's performance of vegetation management and removal services in areas surrounding the Site in order to protect and mitigate the potential for a conflagration at the Site. The initial amount of the Vegetation Management and Defensible Space Annual Fee is twenty-five thousand (\$25,000), which amount shall increase annually as specified in Section 8.3 of the License. The annual fee is in addition to the obligation of Licensee for vegetation and fuel management and removal services within the Site itself.

3.3 **Access Road Maintenance:** Each Proposal shall include a commitment to maintain, to the satisfaction of the District, the Site access roads and gates during the term of the License Agreement.

3.4 **Operational Requirements:** As a key District property, the maintenance and upkeep of the Site is fundamentally important. The selected Proposer shall be required to keep and maintain the Site, including all existing buildings and facilities, in good condition to the satisfaction of the District, and perform vegetation and fuel management and removal services within the Site. The selected Proposer must also promptly repair any damage to the Site or surrounding area and shall maintain the Site in the same or better condition as of execution of the License Agreement with the District. Other than FCC-mandated and required occupational safety signage, no advertisements or other signage shall be permitted to be affixed or otherwise attached to the Site. All use of the Site shall be in accordance with the terms of the License Agreement.

3.5 **Indemnification Requirements:** Each Proposal shall comply with the License Agreement requirements; no modifications are permitted.

3.6 **License Term:** The Proposal must include all the terms and conditions for the stated Term in the License Agreement (i.e., initial term of ten (10) years plus four (4) additional five (5) year renewal terms). However, Proposers may also include one proposal for an alternative term per Section 7.3.1.1 below.

4. DUE DILIGENCE, DOCUMENT INSPECTIONS, QUESTIONS AND SITE WALKTHROUGHS

4.1 Due diligence is solely the responsibility of the Proposer, and while the District reviewed all materials for correctness, it makes no representations or warranties regarding the accuracy of the information provided. The District will provide access to documents, answer questions and permit a Site visit, on the date and terms provided herein. Proposers should not communicate with the District about this RFP except by the means described in this RFP and Proposers may not contact any subtenants or sublicensees currently in place at the Site about this RFP. Failure to comply with this requirement may be grounds for the District to disqualify a Proposer or terminate consideration of that Proposer's Proposal.

4.2 The District will provide access to documents, agreements and other information that may be useful in evaluating the Site opportunity and developing a responsive Proposal. The District has established an Electronic Data Room (EDR) where relevant documents are available for review. Requests to access the EDR will require execution of a Confidentiality Agreement by the Proposer entity and each individual accessing the EDR in the form attached hereto as Exhibit

C, which includes a covenant not to copy or keep any documents that may be shared by the District or use them for any purpose other than responding to the RFP.

4.3 Questions related to this RFP shall be submitted in writing via e-mail to Charisse Beronilla, Executive Assistant, CBeronilla@MarinWater.org, by April 15, 2022 at 4:00 pm with the subject heading “Mt. Tamalpais Communications Site RFP Questions”. Answers will be posted in the Electronic Data Room by April 20, 2022, and be accessible to all potential Proposers.

4.4 An escorted visit to the Site will be held on April 12, 2022 for all Proposers who wish to participate. Proposers who wish to participate in the Site visit must execute a Confidentiality Agreement in the form attached hereto as Exhibit C (the agreement covers both the EDR and Site Visit) and a right of entry agreement, in the form attached hereto at Exhibit D, and provide all necessary insurance documentation as set forth in the Right of Entry Agreement as a pre-condition of being allowed physical access to the Site. Executed copies of the Confidentiality Agreement, Right of Entry Agreement and all required insurance documentation shall be submitted to the District by April 4, 2022 in order for Proposers to attend the site visit. Due to security and logistics, there will be a limit of two people for each Proposer for the Site visit, and no photography or videography will be permitted.

4.5 Executed copies of the Confidentiality Agreement, Right of Entry Agreement and all required insurance documentation shall be submitted via e-mail to Charisse Beronilla, Executive Assistant, CBeronilla@MarinWater.org with the subject heading “Mt. Tamalpais Communications Site RFP NDA/ROE”.

5. PROPOSAL SUBMISSION REQUIREMENTS

The District must receive **three (3)** bound copies and one (1) unbound, reproducible copy of the proposal, along with one (1) electronic copy in searchable Adobe Portable Document format (“.pdf”) on a CD or portable USB thumb drive. **The sealed proposals must be received at the District Offices by 4:00 p.m. on April 28, 2022 (no exceptions). Given current delivery and shipping delays, please ensure that all proposals are transmitted early to permit sufficient time for delivery to District offices.** The District reserves the right to issue written notice to all participating Proposers with any changes in the submission schedule or other terms, should it be determined that such changes are necessary.

All proposals must be delivered by 4:00 p.m. on April 28, 2022 to:

**Marin Municipal Water District
Charisse Beronilla, Executive Assistant
220 Nellen Avenue
Corte Madera, CA 94925
Telephone: 415-945-1586**

**RE: REQUEST FOR PROPOSALS FOR LICENSE OF DISTRICT REAL PROPERTY
FOR WIRELESS COMMUNICATIONS SITE MANAGEMENT (Mt. Tamalpais
Communications Site)**

Proposals may be delivered in person, by mail, or by delivery service. No email, telephone or fax submittals will be accepted. Responsibility for delivery and acknowledgment shall rest with the person or Proposer submitting the proposal.

** All submitted documents will become part of the District’s official files and will not be returned. Please note that all documents may be subject to disclosure in accordance with applicable law, including the California Public Records Act. **

6. TENTATIVE SCHEDULE

1. Request for Proposals Release Date	March 23, 2022
2. NDA/ ROE Agreement/ Insurance Submittal Deadline for April 12th Site Visit	April 4, 2022
3. Site Visit	April 12, 2022
4. Last Date to Submit Questions	April 15, 2022 (4:00 pm)
5. Last Date Responses to Questions Posted in EDR	April 20, 2022
6. Proposals Due	April 28, 2022 (4:00 p.m.)
7. District Selection (anticipated)	August 2, 2022
8. Site License Agreement Term Commences	August 31, 2022

7. PROPOSAL REQUIREMENTS

Proposals must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use “8^{1/2} X 11” sheets (foldout are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller

than 10 point. The three (3) bound copies and the one (1) unbound, reproducible copy of the proposals must be submitted on paper, appropriately tabbed and labeled in the following order (the .pdf copy must be in same order as the paper copies):

7.1 **Cover Letter:** Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person(s) who will be authorized to represent the organization with respect to the RFP, and in order to enter into negotiations with the District regarding any License Agreement, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposals. The letter must be signed by an individual authorized to bind the firm contractually.

7.2 **Proposer Qualifications:** Describe the Proposer's financial resources, technical experience, and capabilities as it relates to the operation and management of wireless towers, subtenants and communications facilities. Submit in the order identified below:

7.2.1 **Executive Summary:** An executive summary should briefly describe the Proposer's qualifications.

7.2.2 **Qualifications and Experience:** The proposal should identify:

7.2.2.1 The name of the legal entity and type of organization. If the Proposer intends to have an affiliated entity sign the license agreement, provide the information for both entities;

7.2.2.2 The name, address, telephone number and email address of the individual and his/her firm, which has the authority to represent and make legally binding commitments on behalf of the Proposer; and

7.2.2.3 The identity of key staff members who would be involved in the management and operations of the Site, identifying their roles and expertise and any security or background checks performed for these key personnel.

7.2.2.4 The name, address, telephone number and email address of the individual(s) who will be available for 24/7 emergency contact for the Site.

7.2.3 **Evidence of Financial Capability to Perform:** The proposal should include appropriate documentation showing the financial capability of the Proposer to manage the Site and meet the obligations in the license agreement.

7.2.4 **Evidence of Authority to do Business in California:** The Proposer must be authorized to do business in California. The proposal should include appropriate documentation for the Proposer and the Proposer entity that would enter into the license agreement, if different.

7.2.5 **References:** The Proposer shall provide a minimum of 4 references, preferably federal, state, county, or special district public agencies with whom the Proposer has contracts for the provision of services of similar type and scope within the last 5 years.

7.3 **Proposal:** Provide a description of your proposal that includes the following:

7.3.1 **License Terms Proposal:** Provide a detailed license proposal including the financial terms proposed to enter into such a License Agreement in the form attached as Exhibit B. Proposers must state whether Proposer is willing to comply with the terms and conditions of the License Agreement and provide information to allow all of the blanks in the License Agreement to be filled in. If any modifications to the terms are required, Proposer should so state, and specify the modification(s) proposed using the track change/redline functions in the Word version of the License Agreement. The Proposal should be clear as to whether each modification requested is negotiable, or whether the Proposer is unwilling to enter into an agreement with the District without the requested modification. Failure to identify any requested modifications will be construed as an acceptance of such terms. Proposers shall clearly label this proposal “License Terms Proposal”.

7.3.1.1 **Optional--Alternative Term Proposal:** In addition to the License Terms Proposal above, Proposers may also submit a second license terms proposal, including the financial terms to enter into such a License Agreement in the form attached as Exhibit B with blanks filled and any modifications specified that utilizes a License Term differing from the Term provided in the License Agreement. Proposers shall clearly label this optional proposal “Alternative Term Proposal”.

7.3.2 Each Proposal shall include a certification by the Proposer that its offer is firm and will remain in effect for one hundred and twenty (120) days following the Proposal Submission Deadline.

7.3.3 **Minimum Requirements:** Proposers shall submit responses meeting the minimum terms described in Section 3 as part of their Proposals and include a certification by the Proposer that its offer complies with the minimum terms.

7.3.4 **Confidential Information:** The District is subject to the California Public Records Act and must comply with its obligations thereunder. Accordingly, each Proposer who believes that information contained in their Proposal is confidential and not subject to disclosure under the California Public Records Act must mark all information that is confidential and provide a separate copy of the submission with all identified confidential information completely redacted. To ensure that the District is in a position to protect information from disclosure to the extent permitted by law, each submission should confirm Proposer’s agreement to indemnify, defend and hold the District harmless by including the following statement:

“The Proposer undertakes and agrees to defend, indemnify and hold harmless the Marin Municipal Water District and any of its boards, departments, officers, agents, and employees (collectively, the "District") from and against all suits, claims, and causes of action brought against the District for the District's refusal to disclose Proposer's trade secrets or Proposer's other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act. Proposer's obligations herein include, but are not limited to, all reasonable attorney's fees (both in-house and outside counsel), reasonable costs of litigation incurred by the District or its attorneys (including all actual, costs incurred by the District, not merely those costs recoverable by a prevailing party, and specifically including costs of District staff, experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the District, through and including any appellate proceedings. Proposer's obligations to the District under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to Proposer of the District's invoices for all fees and costs incurred by the District, as well as all damages or liability of any nature. Proposer shall receive prompt notice from the District of any (1) communication to the District challenging the District's refusal to disclose Proposer's information, and (2) any complaint or petition to the court challenging the District's refusal to disclose Proposer's information.”

Failure to include the statement above or the failure to mark information in the Proposal as confidential shall constitute a waiver of a Proposer's right to exemption from disclosure. The District will exercise care in maintaining the confidentiality of submissions, but will not be held liable for any damage or injury that may result from any disclosure that may occur.

7.4 Proposer Costs: The District is not responsible for any costs incurred by the Proposer to prepare and submit Proposals. All Proposers who respond to this RFP do so solely at their own expense. Proposals shall not include any such expenses as part of the Proposal. The District will not provide parking, clerical, office/storage space, telephone services or reproduction services throughout the RFP process.

7.5 Proposal Errors: Each Proposer is liable for all errors or omissions by Proposer in preparing the Proposal. The Proposer will not be allowed to alter the Proposal document after the due date for submission. The District reserves the right at its sole discretion to waive minor administrative irregularities contained in any Proposal or to reject a Proposal for failing to meet the minimum requirements of the RFP or for containing material errors.

8. SELECTION PROCESS

8.1 The District reserves the right to reject any and all Proposals and to withdraw the Mount Tamalpais Communications Site RFP at any time.

8.2 The evaluation of Proposals will occur in two steps. Each Proposer must pass Level I in order to advance to Level II. Level I is designed to select any and all “qualified firms” to be evaluated in Level II. Level I is considered a “pass/fail” determination that the Proposer is financially, technically and legally qualified and has submitted a Proposal in accordance with this RFP. The District reserves the right to determine who is a responsive Proposer/Proposal and also reserves the right to waive any minor administrative irregularities. If a Proposer, in the sole discretion of the District, is determined to meet the requirements of Level I, it then automatically proceeds to consideration under Level II.

8.3 Level II considers the quality of the Proposals. The District’s General Manager, in his sole and absolute discretion, in consultation with a Selection Committee whose members are designated by the General Manager, will select the Proposer whose Proposal will provide the best benefit to the District. If desired by the District, Proposers may be invited, at their expense, for an interview with the Selection Committee or to submit additional information supporting its Proposal.

8.4 The District will award the contract to the Proposal that will provide the best benefit to the District when taking into account the completeness of the responses, the commitment to the District’s minimum requirements, requested modifications to the attached License Agreement, and the proposed license financial terms.

8.4.1 The District may or may not request a Best and Final Offer from Proposers. Therefore, Proposers are encouraged to provide their best financial terms at the time of Proposal submission.

8.4.2 The District may identify one or more Proposers/Proposals as finalists and enter into simultaneous and separate negotiations with each Proposer, or the District may identify a single best responsive Proposer/Proposal, and in the event that Proposer fails to enter into or cannot reach agreement on the terms of an agreement with the District within a reasonable time period, the District may, at its discretion, offer the Site to the next best Proposal, reject all Proposals, call for new Proposals, or terminate the RFP.

9. PROTEST

9.1 All Proposers will be afforded the opportunity to protest the awarding of a license agreement under this RFP if Proposer believes that the award is inconsistent with this RFP. Any protest must be submitted in writing (email not acceptable) to the District General Manager at

the address shown in the RFP within five (5) business days following receipt of notification of award. Any protest submitted after 5 p.m. of the fifth business day after notification of the License award will be rejected by the District as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the License award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

The District will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The District shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the District relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a claim or legal proceedings.

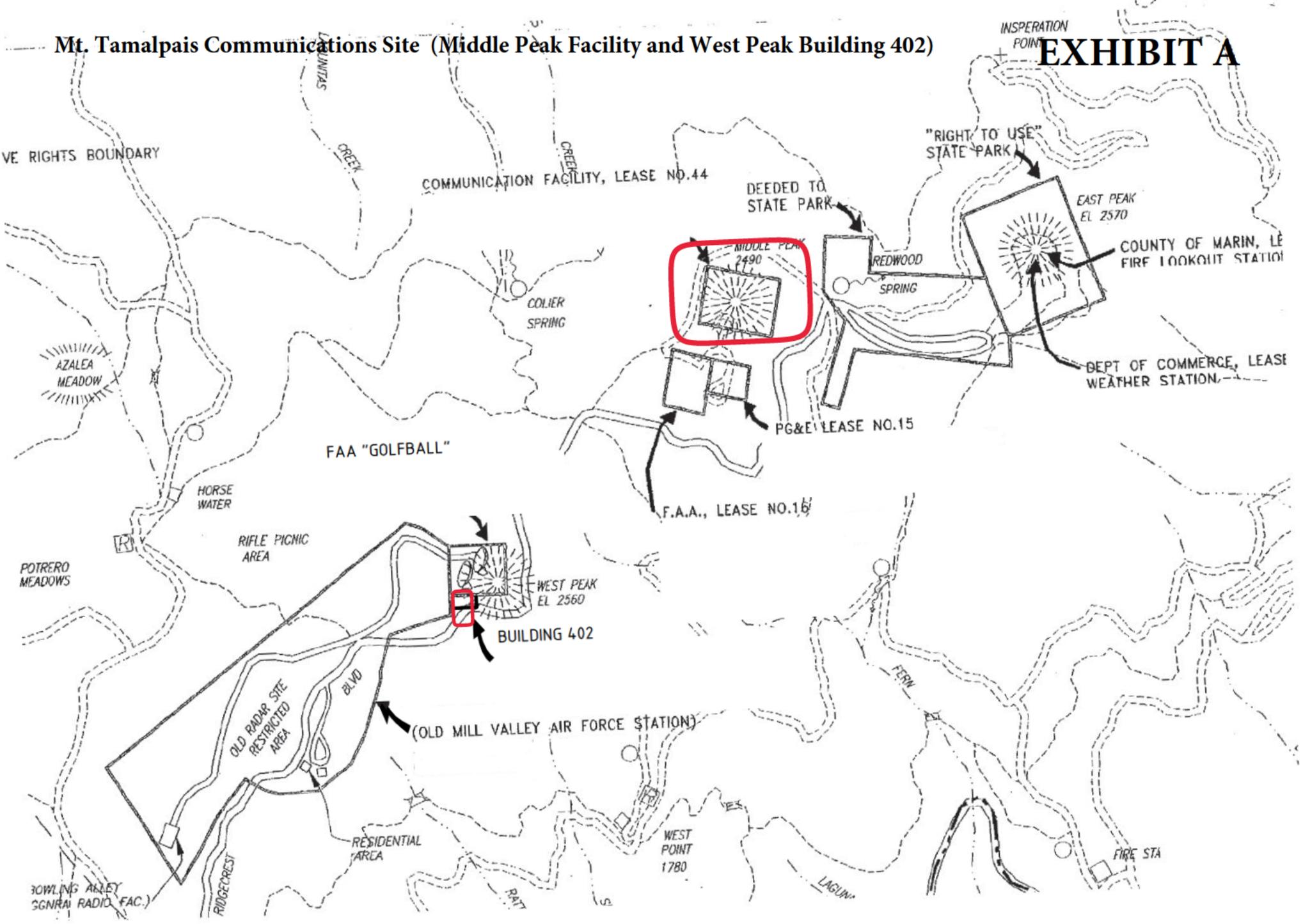


Exhibit A

Description and Depiction of Mount Tamalpais Communications Site

Mt. Tamalpais Communications Site (Middle Peak Facility and West Peak Building 402)

EXHIBIT A



Communications Sites

Write a description for your map.

Legend



Primary Communications Facility

Mt Tamalpais

The Pole
Mt. Tamalpais

Ridgecrest Blvd
Building 402

West Point Inn

Sierra Trail Trailhead

Mountain Home Inn

Cascade Falls Trailhead

Mt Tamalpais East Peak

Mt Tam

Miller trailhead

Collier Spring

Habitat Restoration

Google Earth

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

1000 ft



Exhibit B

Form of License Agreement

LICENSE AGREEMENT

BETWEEN

MARIN MUNICIPAL WATER DISTRICT

AND

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 _____ a _____, (“Licensee”), with its principal place of business at _____. 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 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.

1.9 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 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 **___ percent (___%)** 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 **___** dollars (\$**___**) in any month ("Minimum Fee Amount"). 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.

3.2 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).

3.3 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.

3.4 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.

3.5 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 without the prior express written consent of the Licensor, which consent may be withheld in the Licensor's sole and absolute discretion. If Licensor consents to such assignment, Licensee shall reimburse Licensor for all costs associated with effectuating the assignment, including Licensor's staffing costs.

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 [REDACTED] 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, on account of the License fees, and other charges herein reserved for the balance of the term of this License (taken without regard to any early termination of such term on account of an Event of Default or other right to terminate this License), a sum equal to (i) all License fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, plus (ii) the License fees reserved for the entire unexpired balance of the Initial Term or Renewal Term, as applicable and then in effect (taken without regard to any early termination of the term by virtue of an Event of Default), plus 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 bone 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;

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;

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 Licensors 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 sublicense 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:

Attention: _____

With copies to:

Attention: _____

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.

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 sublicensees, 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:

By: _____

Printed Name: _____

Title: _____

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

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

EXHIBIT "C.1"
EXISTING IMPROVEMENTS

EXHIBIT "C.2"
EXISTING SUBLICENSEE PROPERTY

EXHIBIT "D"
EXISTING TENANT AGREEMENTS

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 _____ at _____ or (____) ____ - _____ 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

Exhibit C

Confidentially Agreement

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is entered into as of _____, 2022, between the Marin Municipal Water District (“**Disclosing Party**”) and the undersigned Receiving Party (“**Receiving Party**”) seeking to submit a proposal in response to the Disclosing Party’s Request for Proposals for Wireless Communications Site Management (“**RFP**”) on Disclosing Party real property known as the Mount Tamalpais Communications Site (“**Property**”). Disclosing Party and Receiving Party shall individually be referred to as a “**Party**” or collectively as the “**Parties**”.

RECITALS

(a) In connection with the RFP, the Disclosing Party has established an electronic data room containing Confidential Information (as defined herein below) concerning the subject matter of the RFP (“**Electronic Data Room**”). Additionally, the Disclosing Party has arranged for a tour of the Property for persons evaluating and considering a response to the RFP which also may entail the disclosure of Confidential Information (“**Site Visit**”).

(b) Receiving Party seeks to access the Electronic Data Room and/or to participate in the Site Visit solely in connection with its internal evaluation of the RFP opportunity and possible preparation of a responsive proposal (the “**Permitted Use**”).

(c) The Parties wish to protect the confidentiality of Confidential Information and prevent the intended or unintended disclosure of same.

NOW THEREFORE, in consideration for granting access to the Electronic Data Room and/or the Property through the Site Visit, and the mutual promises made in this Agreement, the Parties intending to be legally bound, hereby agree as follows:

1. Confidentiality and Non-Disclosure.

(a) “Confidential Information” means confidential and proprietary information related to business activities of the Disclosing Party, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, as well as any information observed or received by Receiving Party pursuant to the Site Visit at the Property or available in the Electronic Data Room. All information made available to Receiving Party through the Electronic Data room shall be deemed Confidential Information.

(b) The Receiving Party agrees (i) to hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information, including, without limitation, all precautions the Receiving Party employs with respect to its own strictly confidential materials; (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person, except for those individuals set forth in Paragraph 2, subject to the restrictions contained herein; (iii) not to make any use whatsoever at any time of such Confidential Information except in accordance with the Permitted Use; (iv) not to copy or reverse engineer any such Confidential Information; and (v) not use the Confidential Information to solicit the subtenants, or other users of the

Property. Any person or entity granted access to any such Confidential Information in accordance with Paragraph 2 shall be similarly bound in writing to maintain the confidentiality and degree of non-disclosure contemplated in this Agreement.

(c) Without granting any right or license, the Disclosing Party agrees that the restrictions set forth in sub-section (a) above, shall not apply with respect to any information that (i) through no improper action or inaction by the Receiving Party or any subsidiary, affiliate, agent, consultant, or employee, is generally available or known to the public; (ii) was in possession or known by it prior to receipt from the Disclosing Party, which prior possession can be documented by written evidence; (iii) was rightfully disclosed to it by a third party provided the Receiving Party complies with any restrictions imposed by said third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures required by court order providing the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and notifies the Disclosing Party as promptly as reasonably possible of the required disclosure.

(d) The Receiving Party understands that nothing herein (i) requires the disclosure of any Confidential Information of the Disclosing Party, which shall be disclosed, if at all, solely at the option of the Disclosing Party; or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with the RFP.

(e) Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Confidential Information of Disclosing Party and agrees to assist Disclosing Party in remedying any such unauthorized use or disclosure of same.

(f) No license by Disclosing Party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any Information. No representation, warranty or assurance is made by Disclosing Party with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or other rights of third persons.

(g) Receiving Party understands and acknowledges that Disclosing Party makes no representation or warranty whatsoever, express or implied, as to the accuracy or completeness of Confidential Information disclosed under this Agreement, and hereby acknowledges that neither the Disclosing Party, nor any agent or representative of the Disclosing Party, has made any promise, representation, or warranty whatsoever, express or implied, and not contained herein, concerning the subject matter hereof to induce the Party to execute or authorize the execution of this Agreement, and acknowledges that the Party has not executed or authorized the execution of this Agreement in reliance upon any such promise, representation or warranty not contained herein. Receiving Party agrees that Disclosing Party is not liable or responsible for errors or omissions in, or any business decisions made by Receiving Party in reliance on, Information disclosed hereunder.

(h) Receiving Party shall not copy, download, or retain Confidential Information made available to Receiving Party through the Electronic Data Room and Receiving Party shall not photograph any aspect of the Property and improvements, equipment, and appurtenances present thereon.

(i) Receiving Party shall not export, directly or indirectly, any technical data acquired from Disclosing Party pursuant to this Agreement or any product utilizing any such data to any country for which the United States government, or any agency thereof, at the time of export requires an export license or other government approval without first obtaining such license or approval.

2. **Access to Confidential Information.** During the RFP process, the Receiving Party shall limit access to Confidential Information of the Disclosing Party to its shareholders, directors, officers and legal counsel (“**Representatives**”) who both (A) need to know such Confidential Information, and (B) have agreed to be bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement. Except as provided herein, this Agreement does not permit Receiving Party or its Representatives to disclose Information to any other third party. Receiving Party will be responsible for its breaches of this Agreement as well as any such breaches by its Representatives. Furthermore, except as provided herein, the existence of any business negotiations, discussions, consultations or agreements in progress between the Parties shall not be disclosed to any third party without the written approval of both Parties.

3. **Return of Confidential Information.** Immediately upon (i) the Receiving Party’s submission of a responsive proposal to the RFP, or the deadline for submission of proposals to the RFP, whichever is sooner to occur, or (ii) a request by the Disclosing Party at any time in accordance with the notice provisions contained herein, the Receiving Party will turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all extracts thereof. Upon request of Disclosing Party, Receiving Party shall certify in writing that all Confidential Information received by Receiving Party (including all copies or extracts thereof) and all materials containing such Confidential Information (including all copies or extracts thereof) have been destroyed.

4. **Scope and Term of Agreement.** This agreement will apply only to discussions and disclosures made with respect to the transactions contemplated herein. The obligations hereunder with respect to any disclosure made for that purpose will continue for a period of five (5) years from the date of this Agreement. The Parties agree that the terms and restrictions herein shall apply fully to each of such Party’s subsidiaries and affiliates.

5. **Remedies.** The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party’s Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

6. **Third Party Beneficiary.** American Towers LLC, a Delaware limited liability company, with a principal place of business at 116 Huntington Avenue, Boston, Massachusetts 02116, on behalf of itself, its parent company, American Tower Corporation, and their subsidiaries and affiliates (“**ATC**”) is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were the Disclosing Party hereto.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof.

8. **Miscellaneous Provisions.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary, so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorney's fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

9. **Counterparts and Facsimile Delivery.** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties intend to sign and deliver this Agreement by facsimile or email. The Parties agree that signatures generated electronically or via DocuSign shall be deemed to be their original signatures for any purpose whatsoever. Each Party agrees that the delivery of the Agreement by facsimile or email shall have the same force and effect as delivery of original signatures and that each Party may use signatures sent via facsimile or email as evidence of the execution and delivery of the Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

DISCLOSING PARTY:

Marin Municipal Water District

Address: 220 Nellen Avenue
Corte Madera, CA 94925

By: _____

RECEIVING PARTY:

Address _____

By: _____

Name: _____

Title: _____

Exhibit D

Right of Entry Agreement

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“**Agreement**”) is made and entered into by the Marin Municipal Water District (“**District**”) and the undersigned Prospective Proposer (“**Prospective Proposer**”) seeking to submit a proposal in response to the District’s Request for Proposals for Wireless Communications Site Management (“**RFP**”) on District’s real property known as the Mount Tamalpais Communications Site, Assessor’s Parcel Nos.197-120-21 and 197-120-40 (“**Property**”). District and Prospective Proposer are each, a “**Party**”, and collectively, the “**Parties**”).

For valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1: Recitals.

a. In connection with the RFP, District has arranged for a District- escorted tour of the Property for persons evaluating and considering a response to the RFP (“**Site Visit**”). The District shall be solely responsible for all costs and expenses associated with conducting the Site Visit safely, in accordance with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety and security of persons or property, including, without limitation, the requirements of OSHA and other governmental authorities and agencies.

b. Prospective Proposer seeks to attend the Site Visit upon the Property and requests permission from District to enter the Property.

c. Prospective Proposer acknowledges that District’s permission to enter the Property, for the purposes described above, does not in any way obligate the District to allow any future entry onto the Property after the completion of the Site Visit.

d. The Property is subject to that certain Lease, by and between District and American Towers LLC, as successor in interest to Watson Communications Systems, Inc. and Television Communications, Inc. (“**Lessee**”), dated July 23, 1979, as amended (the “**Lease**”).

Section 2: Conditions.

a. The District hereby grants Prospective Proposer permission to enter onto the Property for the sole purpose of allowing Prospective Proposer to attend the Site Visit. The Prospective Proposer agrees and acknowledges that the District shall maintain a log of each individual accessing the Property during the Site Visit.

b. Prospective Proposer will cause no impacts on the Property during their entry onto the Property.

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c. Prospective Proposer shall only enter the Property in connection with the scheduled Site Visit, at the time and date predetermined by District, as provided to the Prospective Proposer by written notice from District.

d. Prospective Proposer shall not be permitted to climb any structures or take any soil or other samples during the Site Visit.

e. Prospective Proposer shall not bring any materials onto the Property and shall not transport, dispose, store, treat, recycle or handle any hazardous or contaminated soils or fluids on the Property.

f. Should any discharge, leakage, spillage, emission or pollution of any type occur upon the Property caused in any way by Prospective Proposer's entry onto the Property, Prospective Proposer, at Prospective Proposer's expense, shall clean all affected areas of the Property to the satisfaction of the Lessee, the District and any other governmental bodies having jurisdiction over such an incident.

g. Capture of information: Aside from text notes and measurements, no individual attending the Site Visit as a Prospective Proposer shall capture any information regarding the Property including but not limited to photographs of equipment, signage or utilities.

h. The Parties acknowledge that neither the District nor the Lessee assume any responsibility or liability whatsoever for any claim, damage or injury which results from Prospective Proposer entry onto the Property, pursuant to the terms of this Agreement. If Prospective Proposer disrupts utilities or facilities or damages structures on the Property then Prospective Proposer shall pay for all costs associated with repairing and restoring those utilities, facilities or structures to the District's and Lessee's satisfaction.

Section 3: Term.

The term of the Agreement shall expire upon the completion of the Site Visit (the "Term").

Section 4. Compliance.

Prospective Proposer agrees to comply with all local, state and federal laws, rules and ordinances in connection the Site Visit. Prospective Proposer further agrees to exercise reasonable care at all times while on the Property. Prospective Proposer shall ensure that it complies with, and follow, any and all posted signs, verbal instructions, and other warning signals that may be in place on the Property.

Condition of the Property. By participating in the Site Visit, Prospective Proposer ACCEPTS THE CONDITION OF THE PROPERTY "AS IS, WHERE IS" AND WITH "ALL FAULTS, LIABILITIES AND DEFECTS, LATENT OR OTHERWISE, KNOWN

OR UNKNOWN" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, FROM DISTRICT OR LESSEE. ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE INCLUDING BUT NOT LIMITED TO THE PERMITTED ACTIVITIES ARE EXPRESSLY DISCLAIMED BY DISTRICT OR LESSEE.

Reservations. Notwithstanding the terms hereof, in the event that District or Lessee determine that operational needs so require, District and Lessee reserve the right to prohibit access, impose restrictions and/or impose limitations upon the rights granted herein.

Section 5: Indemnification.

Prospective Proposer shall hold harmless, indemnify and defend the District, its directors, officers, agents, employees and volunteers from any and all claims, lawsuits, liabilities, losses and damages of every kind including, but not limited to, contamination, pollution, facility damages, personal injuries, arising from, resulting from or in any way related to Prospective Proposer, its officers', directors', agents', employees', volunteers', subcontractors' and designees', negligent or intentional acts, errors and omissions in connection with this Agreement.

Prospective Proposer shall hold harmless, indemnify and defend Lessee, its directors, officers, agents, employees and volunteers from any and all claims, lawsuits, liabilities, losses and damages of every kind including, but not limited to, contamination, pollution, facility damages, personal injuries or death, any claim of infringement of any patent, trademark or other intellectual property right and attorneys' fees, expert witness fees and court costs arising from, resulting from or in any way related to Prospective Proposer, its employees, contractors, officers', directors', agents', employees', volunteers', subcontractors' and designees', negligent or intentional acts, errors and omissions in connection with this Agreement.

Section 6: Insurance.

Prospective Proposer shall maintain, at its own expense, in full force and effect throughout the Term, commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and Worker's Compensation, automobile, umbrella and Employers' liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable, and which insurance shall name District and Lessee and as additional insureds. The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by the District and Lessee. Prospective Proposer agrees to provide a certificate of insurance evidencing Prospective Proposer 's insurance coverage prior to attending the Site Visit.

Section 7: Interference.

Prospective Proposer agrees that it shall not interfere with the activities of the District, Lessee or Lessee’s customers, invitees, employees, contractors and other associated third parties on the Property.

Section 8: Termination.

Either Party to this Agreement may, at any time and without cause terminate this Agreement by providing the other Party with a written notice of termination, except that those terms that by their nature survive termination such as Prospective Proposer’s obligations to restore the Property and improvements thereon, and the indemnity obligation shall survive in accordance with the terms of this Agreement. If either Party terminates this Agreement, Prospective Proposer shall promptly leave the Property.

Section 9: Notices.

All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

MMWD: Marin Municipal Water District
220 Nellen Avenue
Corte Madera CA 94925
Attn: Legal Department

Prospective Proposer: _____
Attn: _____

Lessee: American Towers LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

and when so addressed, shall be deposited in the United States Mail, postage prepaid. Notices shall be deemed given pursuant to this section upon the day of personal service, or (2) consecutive calendar days following the deposit of the same in the custody of the United States Postal Service.

Section 10: Dispute Resolution.

Any dispute or claim in law or equity between the District and Prospective Proposer arising out of this Agreement, if not resolved by informal negotiation between the Parties,

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shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each Party shall provide the others with a list of four mediators. The Parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the Parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the Parties to a resolution of the case. If the Parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the Parties, numbering one more than there are Parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitration's administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity arising out of this Agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. If elected by the District, the arbitration shall be conducted in accordance with the rules of JAMS. The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

Section 11: Assignment.

Prospective Proposer may not assign this Agreement without the prior written consent of the District.

Section 12: Controlling Venue.

This Agreement and all matters relating to it shall be governed by the laws of the State of California. Any action brought relating to this Agreement shall be brought exclusively in the County of Marin.

Section 13: Expiration of Agreement.

If this Agreement is not earlier terminated pursuant to Section 7 above, then it shall expire and be of no further force and effect upon the expiration of the Term.

Section 14: Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the section to which they relate. The recitals and definitions are incorporated herein by reference and made a part of this Agreement for all purposes.

Section 15: No Presumption Re: Drafter.

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 16: Modification.

This Agreement shall not be modified except by mutual written agreement of the Parties.

Section 17: Effective Date.

The effective date of this Agreement shall be the date that the last party has signed this Agreement.

Section 18: Severability:

If any term, condition or covenant of this Agreement, or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, condition or covenant to persons or circumstances other than those as to whom which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19: Third Party Beneficiary and RELEASE

For the avoidance of doubt, Lessee is a third-party beneficiary to this Agreement, is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were the District. Notwithstanding the foregoing, the Parties acknowledge that Lessee is not providing escort services and has no responsibilities for the acts or omissions of the District during, prior or after the Site Visit. Prospective Proposer does hereby unconditionally, knowingly, and completely remise, release, and forever discharge Lessee together with Lessee's past and present parent companies, predecessors, subsidiaries, affiliates, agents, employees, and all other persons acting on behalf of or claiming under Lessee, of and from any and all claims, lawsuits, liabilities, demands, obligations, actions and/or causes of action, and debts and fees of any kind or character whatsoever, including any claim for attorneys' fees, interest, or costs of litigation, whether at law or in equity, whether known or unknown, whether asserted or unasserted, which Prospective Proposer had and/or may have at any time arising out of or in any way related to any conduct or any alleged acts or omissions of any nature whatsoever relating in any manner whatsoever to

the Site Visit.

Prospective Proposer waives and relinquishes all rights and benefits under California Civil Code Section 1542, which provides in pertinent part:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This release shall survive the expiration or other termination of this Agreement.

Section 20. Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent as an original signature.

[Signature Page Follows Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

Marin Municipal Water District

Date

PROSPECTIVE PROPOSER:

Date

LESSEE:

American Towers LLC