

LEASE AGREEMENT

This lease agreement is dated as of October 1, 2021 (the “**Effective Date**”), and is by and between the East Bay Regional Park District, a California special district (“**District**”), and Contra Costa County (“**County**”), a political subdivision of the State of California. The District and the County are each sometimes referred to in this lease as a “**Party**,” and, together, as the “**Parties**.”

Recitals

- A. The District owns real property located in Martinez, California having Assessor’s Parcel Number 372-140-001, the general location of which is shown on Exhibit A (the “**Property**”).
- B. The Parties desire that the County lease a portion of the Property from the District for the purpose of constructing, operating and maintaining a communication tower for public emergency communications, thereby maximizing the County’s ability to protect public health and safety. The portion of the Property that is being leased to the County consists of approximately 3,790 square feet of ground space, the approximate location of which is shown on Exhibit A and the legal description of which is set forth in Exhibit B, (the “**Premises**”).
- C. The District is granting the County non-exclusive use of a 30-foot-wide access road on the Property (the “**Access Road**”) to gain access to the Premises. The approximate location of the Access Road is shown on Exhibit A and the legal description of the Access Road’s center line is set forth in Exhibit B, Exhibit C-1 and Exhibit C-2.
- D. Access to the Access Road on the Property is gained via a private road (the “**Private Road**”), which begins at Panoramic Drive and ends at the Access Road, as shown on Exhibit A. The Park District is granted the right to use the Private Road to access the Property through two easement agreements appurtenant to the Property. One is an easement agreement between the District and the City of Martinez dated February 5, 2008, which is recorded in the official records of Contra Costa County as Doc-2008-0024344-00. The other is an easement agreement between the District and certain individuals dated September 26, 2007, which is recorded in the official records of Contra Costa County as Doc-2008-0146877-00. Both easement agreements allow the District’s tenants and licensees access to the Property over the Private Road.
- E. The County intends to construct on the Premises (i) a 50-foot high, three-legged antenna tower (the “**Tower**”), (ii) a 12’ x 30’ prefabricated concrete structure to house assorted communications equipment and a generator (the “**Vault**”), and (iii) ancillary improvements and fencing, all in the locations shown on Exhibit D. Together, the Tower, the Vault, and the ancillary improvements and fencing are the “**Facilities**.” In addition to constructing the Facility, the County intends to install on the Premises, including on the Tower and in the Vault, a variety of equipment and improvements,

including a generator, radios, antennas, and microwave dishes (together, the “**Equipment**”).

- F. Following the completion of construction of the Facilities, the County intends to demolish and remove, at no cost to the District, an existing District-owned communications tower that is on the Property in the vicinity of the Premises.
- G. As further consideration for this Lease, the County will pay Rent to the District, provide no-cost use to the District and the public radio station known as KQED (“**KQED**”) and improve and maintain the Access Road for the term of this lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. **LEASE OF PREMISES.** In consideration for the County’s performance of its obligations under this lease, the District hereby leases to the County and the County hereby leases from the District, the Premises.
- 2. **ACCESS.** The District hereby grants the County non-exclusive use of the Access Road.
- 3. **PERMITTED USE.** The County may use the Premises for the purpose of constructing, operating, and maintaining the Facilities. The County may not use the Premises for any other purpose without the written consent of the District, which may be approved or denied in the sole discretion of the District.
- 4. **TERM; ADVANCE PLANNING NOTICES.** The “**Term**” of this lease is twenty-five years, commencing October 1, 2021

At least two years prior to the end of the Term, the County will provide the District with written notice of whether it desires, or does not desire, to enter into a new lease of the Premises at the end of the Term (such notice, the “**Advance Notice**”). If the Advance Notice states a desire to enter into a new lease, within 180 days after the issuance of the Advance Notice (the “**Discussion Period**”), the Parties will negotiate regarding a new lease of the Premises (a “**New Lease**”). If the Parties need more time to complete negotiations, the Discussion Period can be extended in writing by the mutual consent of the Parties for a period not to exceed an additional 180 days. If the Parties agree to enter into a New Lease, within ten business days of the governing bodies of both Parties having approved the agreement to enter into a New Lease, the County shall pay the District a non-refundable commitment fee in the amount of \$1,000 as consideration for that agreement. The District shall apply the commitment fee to the rent due to the District in the first year of the new lease.

If either (i) the County determines that it does not desire to enter into a new lease at the end of the Term, or (ii) Parties do not come to agreement regarding a New Lease

the County will advise the District in writing whether the County desires to remove the Facilities and/or the Equipment from the Property at the end of the Term.

If the Parties do not agree on a new lease by the end of the Term, and the County determines that it does not desire to remove the Facilities and/or the Equipment from the Property at the end of the Term, the District shall notify the County in writing as soon as practicable, but in no event later than ninety (90) days after the end of the Discussion Period, of the Facilities and/or Equipment that it desires be removed from the Premises (the “**Excluded Equipment**”). The County shall remove the Excluded Equipment within 180 days following the end of the Term.

5. **CONSIDERATION.**

- a. Rent. Beginning on the Effective Date and continuing on each anniversary of the Effective Date throughout the Term, the County shall pay rent (“**Rent**”) to the District as follows:

| <u>Term</u> | <u>Annual Rent</u> |
|--------------------------------------|--------------------|
| October 1, 2021 – September 30, 2026 | \$ 1,200 |
| October 1, 2026 – September 30, 2031 | \$ 1,500 |
| October 1, 2031 – September 30, 2036 | \$ 1,800 |
| October 1, 2036 – September 30, 2041 | \$ 2,100 |
| October 1, 2041 – September 30, 2046 | \$ 2,400 |

The first Rent payment is due within 30 days after the Effective Date. In each subsequent year, the Rent is due on October 1. Payments are to be mailed to the East Bay Regional Park District, at P.O. Box 5381, Oakland, California 94605-0381, Attention – Finance.

- b. Use of Facilities. The County will permit the District and KQED to co-use up to two racks of space in the Vault as well as a portion of the Tower. The terms of use will be governed by a separate license agreement. KQED’s use of the rack space in the Vault and Tower space is governed by a license agreement between the District and KQED dated August 7, 2019, as amended from time to time (the “**License**”). County acknowledges KQED’s rights under the License and agrees to enter into this lease subject to the terms of the License. Notwithstanding anything to the contrary in this lease, if there is a conflict between the terms of this lease and terms of the License, the terms of this lease will prevail, provided that KQED will have functionally equivalent use of one rack of space in the Vault as well as a portion of the Tower to fulfill the material objectives of the License.
- c. Road Maintenance. The County shall improve the Access Road as shown in Exhibit D during the first year of the Term and shall maintain such improvements throughout the Term.

6. **UTILITIES.** The County is responsible, at its sole cost and expense, for all utilities required to operate the Facilities, including, without limitation, gas, electricity, water, and telephone service and all connection charges.
7. **REMOVAL OF OLD TOWER.** During the term of this Lease, the County shall demolish and remove the old communication tower that is near the Premises after the Facilities are constructed and operational at no cost to the District.
8. **MAINTENANCE.** The County is responsible for maintaining the Facilities and is solely responsible for all expenses incurred in connection with its use of the Premises. If the District observes any condition on the Premises that appears to require repair, the District may inform the County of the condition in accordance with Section 29 (Notices). Within 30 days of receipt of notice of a condition requiring maintenance, the County shall repair said condition.
9. **OWNERSHIP OF FACILITIES AND EQUIPMENT.**
 - a. The Facilities and Equipment are the property of the County.
 - b. The County has the right to remove any or all of its personal property, including the Tower and the Equipment, from the Premises at any time, provided that the County repairs any damage that results from the removal and leaves the Premises in a neat and clean condition.
 - c. If the District agrees to accept ownership of the Facilities and/or Equipment that the County does not desire to remove, the Facilities and applicable Equipment will remain on, and will be surrendered with, the Premises at the end of the Term.
10. **SURRENDER OF POSSESSION.** Upon the expiration or termination of this lease, the County shall surrender the Premises and the Vault (but not necessarily the contents of the Vault), and any Equipment the County and the District agree the County may leave on the Premises, in good condition (ordinary wear and tear, and damage due to acts of God, war, strikes, fires, floods, or power failures excepted).
11. **WEED ABATEMENT.** Weeds and vegetative growth on the Premises must be regularly abated to minimize fire hazards. The County shall comply with all directives of the Fire Department and shall cause weeds to be abated by mowing or string line trimming within the fenced area. No mowing may be done during high-risk fire conditions, e.g., during hot, low humidity and/or windy conditions. Discing and the use of pesticides and herbicides are prohibited.
12. **TREES.** Tree trimming and tree removal are prohibited.
13. **ADDITIONAL CONSTRUCTION.** The County may not construct other facilities on the Premises without the District's prior written consent, which consent will not be

unreasonably withheld, provided that the additional construction is consistent with the permitted use of the Premises set forth in Section 3.

14. **UNDERGROUND SERVICE ALERT.** The County understands and acknowledges that underground utilities and pipelines may be located on and around the Property, including in the vicinity of the Premises. Prior to any digging or grading on the Property, the County shall contact Underground Service Alert (USA) a minimum of two working days before beginning any digging or land clearing work, to allow sufficient lead-time to ensure that the locations of underground utilities and pipelines are identified.
15. **COMPLIANCE WITH LAWS.** The County shall comply with all applicable ordinances, rules, and regulations of local (including Park District), state and federal governmental authorities pertaining to the County's activities on the Premises, including those related to fire protection. If the County is required to obtain any permits or other approvals from any federal, state, or local agency, the District shall cooperate with the County's efforts to obtain those permits or other approvals.
16. **RULES.** The County shall ensure that its employees, contractors, and agents comply with the following District rules:
 - a. No alcoholic beverages may be consumed on District property, including the Premises.
 - b. The County may only use the Access Road to access the Premises and may not travel any other road on District property or open fields except in cases of emergency or with the prior authorization of the Park Supervisor.
 - c. The County may use the Access Road during regular park hours, between the hours of 5:00 a.m. and 10:00 p.m. on each day. However, if the County, in its sole discretion, determines that an emergency exists at the Premises, the County may use the Access Road to respond to the emergency regardless of the time of day.
 - d. The County shall observe a reasonable speed limit on District's property.
 - e. No smoking, use of matches, or open fires is permitted on District property.
 - f. The County shall comply with District's Ordinance 38, which is incorporated herein by reference, and a copy of which can be accessed via the District website <http://www.ebparks.org/>.
17. **NONDISCRIMINATION.** In performing its obligations under this lease, the County shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, gender, sexual orientation, age, or national origin.
18. **HAZARDOUS MATERIALS.**

- a. Condition of the Premises. The District represents and warrants that it has conducted no site investigation(s) for Hazardous Materials (as defined in Section 18 c. below) and has no knowledge of any Hazardous Materials existing on or about the Premises in violation of any applicable law. The County represents and warrants to the District that the County will not generate, store, or dispose of any Hazardous Materials on, under, or about the Premises in violation of any Hazardous Substance Laws (as defined in Section 18 c. below). If the County causes or contributes to a release of Hazardous Materials to the air, soil, surface water, or groundwater in, on, under, or adjacent to the Premises in violation of applicable Hazardous Substance Laws, the County shall do all of the following in accordance with all applicable laws: immediately report the release to the District as well as to appropriate government agencies; promptly clean up the Hazardous Materials so released; and restore the Premises to the condition that existed prior to the release. The County shall defend, indemnify, and hold harmless the District from any losses, costs, claims, damages, penalties, and liabilities, including all costs of investigation, testing, remedial planning, and implementation and monitoring, arising from or caused by any release or migration of Hazardous Materials caused or contributed to by the County.
- b. Clean Up. If any cleanup, repair, detoxification, or other similar action is required by any governmental or quasi-governmental agency as a result of the storage, release, or disposal of Hazardous Materials by the District, its officers, employees, agents, or contractors, at any time, or by any prior owner, possessor, or operator of any part of the Premises, and such action interferes with the County's ability to occupy or use the Premises for more than 24 hours, as determined by the County, the County's sole remedy will be a credit against Rent to be paid by County under Section 5, in the amount of 1/360 of the Rent for each day, or portion thereof, of the above-described interference. After the first 24 hours of the above-described interference, the County is entitled to terminate this lease upon not less than thirty days advance written notice to District.
- c. Definitions. For the purposes of this Section 18, "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California, and in the regulations adopted and publications promulgated pursuant to those laws (all collectively referred to herein as "Hazardous Substance Laws").
- d. Survival. Notwithstanding anything to the contrary contained herein, the provisions of this Section 18 shall survive the expiration or termination of this lease.

19. **INDEMNIFICATION & LIABILITY FOR LOSSES.**

- a. **Indemnification.** The County shall indemnify, defend, and hold harmless the District, its directors, officers, employees, agents, and invitees (each of which is an “**Indemnitee**”) from and against any and all claims, demands, losses, costs, expenses, and liabilities for damages, including attorney’s fees and costs (“**Claims**”), that arise out of the County’s operation or performance under this lease, including but not limited to County’s construction, occupation, use, operation, and maintenance of the Premises, the Facilities and the Equipment. However, the County is not required to indemnify, defend, or hold harmless any Indemnitee from and against any Claim that arises from the sole negligence or intentional or willful misconduct of any Indemnitee.
 - b. **Assumption of Risk.** The District has no responsibility to safeguard the Facility, the Equipment, County employees, officers, agents, or contractors, for loss, damage, injury, or death. The County assumes all such risk and hereby releases the District from all claims and recourse against the District, including the right of contribution, for all loss or damage or expenses incurred by reason of death or injury to, or damage to the property of, the County, its officers, employees, and agents. The County releases the District from any liability relating to, or in any way connected to, the County’s use and access upon and across the District’s property and the County’s activities and use of the Premises, regardless of fault of District. However, notwithstanding the foregoing, in accordance with California law, the County’s assumption of risk and releases under this Section 19 b. does not apply to any losses, damages, or expenses resulting from the intentional or willful misconduct, or gross negligence, of the District, its officers, or its employees, for which the District remains liable to the County, its officers, employees, agents, and contractors.
20. **INSURANCE.** The County is self-insured for its motor vehicle and general liability exposures. County shall ensure that County contractors who install the Facilities or the improvements to the Access Road comply with the insurance requirements set forth in Exhibit E.
21. **ASSIGNABILITY.** The County may not voluntarily assign, transfer, sublet, or otherwise transfer or encumber, all or any part of its interest in this lease, other than as permitted by Section 3 of this lease (Permitted Use). Any attempt by County to assign this agreement shall be void and of no effect.
22. **DEFAULT FOR MATERIAL BREACH.** The occurrence of any one or more of the following is a “**Material Default**” of this lease by the County:
- a. Vacating or abandoning the Premises.
 - b. Failing to pay the Rent, or any other payment required to be made by the County hereunder, within thirty (30) days after receipt of written demand for payment from

the District, which may be given by District at any time after the date payment is due under this lease.

- c. Failing to perform any of its material obligations under this lease if the failure continues for thirty (30) days after receipt of written notice thereof from the District. If the nature of the County's default is such that more than thirty (30) days are reasonably required for cure the default, then the County will not be in default if, within thirty (30) days after receipt of notice from the District, the County begins taking reasonable steps to cure the default and thereafter diligently prosecutes such cure to completion.
- d. Failing to comply with any lawful written order or directives relating to the Premises from any governmental entity within the time set forth in such order, and after County's exhaustion of all appeal rights and administrative remedies.

23. **REMEDIES.** In the event of a Material Default, as defined in Section 22, above, the District may take any or all of the following actions after giving written notice of the default to the County and in accordance with due process of law:

- a. Terminate the lease, in which case the County shall remove the Facility and the Equipment from the Premises and return the Premises to a neat and clean condition.
- b. Recover unpaid Rents then owed by the County through and including the date this lease terminates, and any other amounts necessary to compensate the District for the County's failure to perform its obligations under this lease, including but not limited to retaking possession of the Premises, making such repairs as necessary to return the Premises to a good condition, and removing all persons and property from the Premises in accordance with due process of law.

The District's remedies under this Section 23 are in addition to the remedies available to the District in law or equity.

24. **WAIVER.** The waiver by the District of any breach of any term, covenant, or condition of this lease may not be deemed to be a waiver of any subsequent breach of the same term, covenant, or condition. If the County fails to pay the Rent in the manner required by this lease but the District later accepts payment of the Rent, that acceptance will be deemed a waiver of County's failure to pay. Otherwise, the District's acceptance of the Rent will not constitute a waiver of a breach of any other term, covenant, or condition of this lease.

25. **CONDEMNATION.** If any part of the Premises is condemned for a superior public use and the remainder of the Premises is suitable for occupation and use by the County as permitted by this lease, this lease will remain in effect only as to the remainder of the Premises after title to the part taken vests in the condemner. If all of the Premises is condemned, or if a substantial portion of the Premises is condemned and is no longer suitable for the County's occupation and use as herein authorized this lease will

terminate as of the date title to the Premises, or substantial portion thereof, vests in the condemner. In any condemnation proceeding to acquire the Premises, or any portion thereof, the County is entitled to all compensation awarded for damages to, or loss of, the County improvements, and for lost income caused by the taking, if any, and the District is entitled to all other damages including without limitation, lost income and compensation for damages to real property owned by District, including damages to the Premises.

26. TERMINATION.

a. District's Right to Terminate. Except as otherwise specified in Section 23 a. above, the District may not terminate this lease.

b. County's Right to Terminate. The County may terminate this lease, at its sole discretion, by providing the District with at least one hundred eighty (180) days' advance written notice.

c. Effect of Termination or Expiration. Except as expressly provided herein, on the date this lease terminates or expires, the terms and conditions of this lease will no longer be of any force or effect.

d. Refund of Rent. Within thirty days after the termination or expiration of this lease, the District shall refund to the County a prorated share of the Rent paid for the year in which the termination date occurs, based on the following formula:

$$[(\text{Fee paid for current year}) / (360)] \times (\text{number of days during the period from and including the day after the termination date, through and including the last day of the current year}) = \text{Amount of refund to County}$$

27. HOLDOVER. Any holding over by the County after the expiration or termination of this lease, with the written consent of the District, will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease, so far as applicable.

28. INDEPENDENT CAPACITY. Nothing in this lease creates or could be construed to create a joint exercise of powers agency, partnership, or joint venture of the County and the District. The County is solely responsible for performing its obligations under this lease. The County is solely responsible for the employment, direction, compensation, and discharge of all persons employed by or engaged by the County in performing its obligations under this lease and the exercise of its rights under this lease.

29. NOTICES. Any notice required or desired under this lease will be deemed properly given if it is personally delivered, sent by registered U.S. Mail, or sent by overnight delivery with delivery to be made on the next business day, with postage prepaid, addressed to:

For District:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, California 94605
Attention: Business Services

For County:

Contra Costa County Public Works
40 Muir Road, 2nd Floor
Martinez, California 94553
Attn: Principal Real Property Agent

With a copy to:

East Bay Regional Park District
P.O. Box 5381
Oakland, California 94605

District Counsel
P.O. Box 5381
Oakland, California 94605

Either Party may designate other persons or addresses to which notices must be given under this lease by providing written notice to the other Party in the manner set forth in this section. Each notice given hereunder will be deemed given and received by the other Party on the same day, if delivered in person; on the next business day, if sent by overnight delivery; and on the fifth day following the date of mailing, if mailed by registered U.S. Mail.

For day-to-day operations, the contact at the District is the Business Services Manager at 510-544-2513, and the contact for the County is the leasing agent at 925-313-2000.

30. **EXISTING CONDITION.** This lease is subject to all existing liens, encumbrances, conditions, and restrictions of record affecting the Premises.
31. **ENTIRE AGREEMENT.** This lease constitutes the entire agreement between the Parties and supersedes all prior written and verbal representations or understandings between the Parties.
32. **SEVERABILITY.** If any provision of this lease is determined by a Court to be invalid or unenforceable with respect to any Party, the remainder of this lease will not be affected and will be valid and enforceable to the fullest extent permitted by law.
33. **COUNTERPARTS.** This lease may be executed in one or more counterparts, each of which being deemed an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties are executing this lease as of the Effective Date.

East Bay Regional Park District

Contra Costa County

By: _____
Sabrina B. Landreth, General Manager

By: _____
Brian M. Balbas
Public Works Director

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

By: _____
Jason Rosenberg
Assistant District Counsel

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret Eychner
Senior Real Property Agent

APPROVED AS TO FORM:
Mary Ann McNett Mason, County Counsel

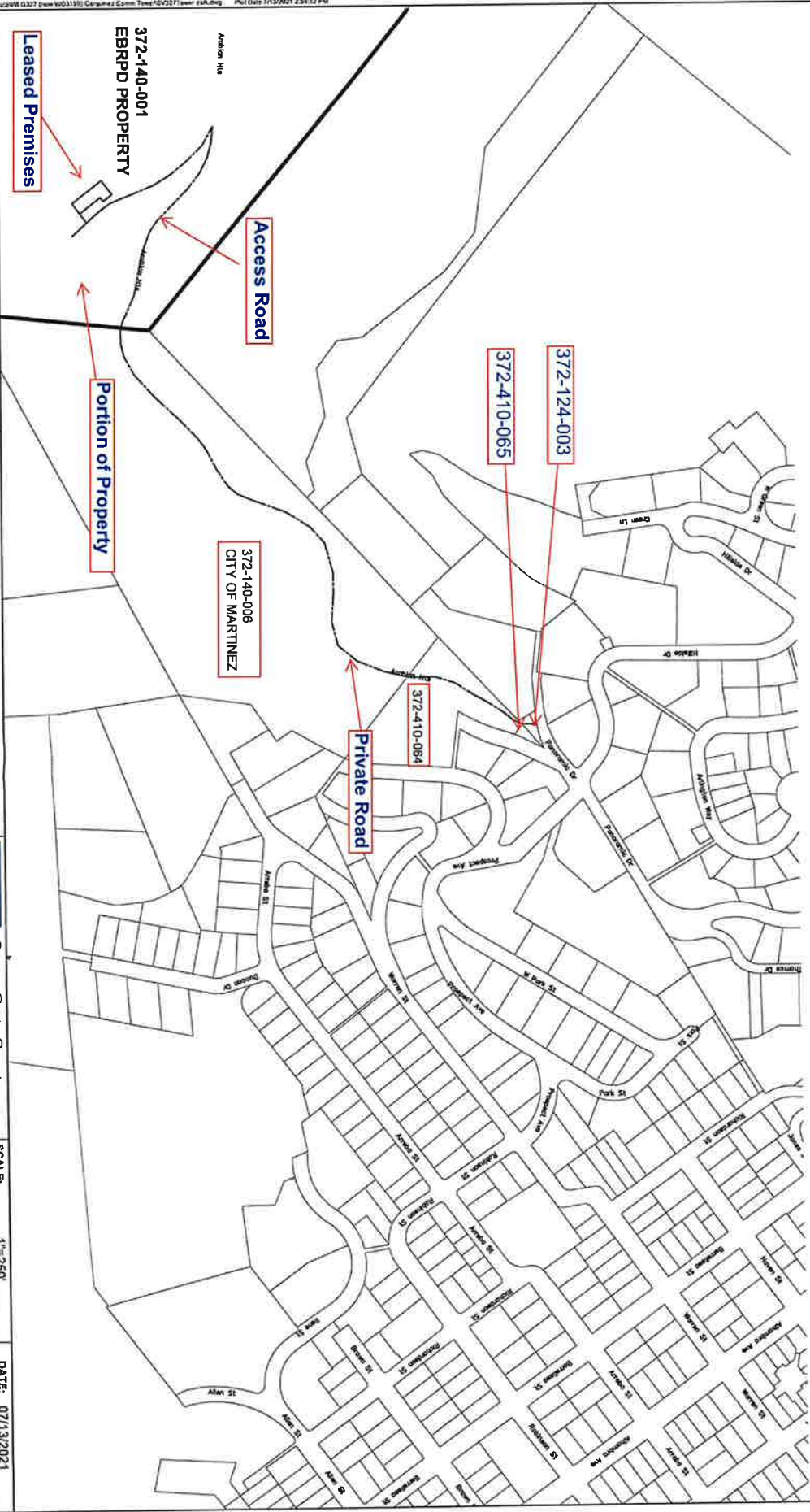
By: _____
Kathleen M. Andrus
Deputy County Counsel

ME:
G:\realprop\LEASE MANAGEMENT\MARTINEZ\Carquinez Tower - T00___\Carquinez Lease Agreement - Final.docx

EXHIBIT A

[Aerial Depiction of a Portion of the Property and Surrounding Area]

EXHIBIT "A"



Instrument _____ Recorded _____
 Series # _____

APPURTENANT ACCESS

Carquinez Communication Tower



Contra Costa County
 Public Works Department
 255 Glacier Drive
 Martinez, CA 94553

| | | | |
|---------------------------|---------|--------------|------------|
| SCALE: | 1"=250' | DATE: | 07/13/2021 |
| DRAWN BY: | AR | DRAWING NO.: | |
| CHECKED BY: | JS | | |
| CAD FILE: 372-140-001.dwg | | Page 1 OF 1 | |

EXHIBIT B

[Legal Description of the Premises and Access Road]

Carquinez Communication Tower
Site Lease and Access
East Bay Regional Park District
to Contra Costa County
Portion of APN 372-140-001

Exhibit "B"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Parcel B of Subdivision M.S. 167-76 filed March 8, 1978 in Book 63 of Parcel Maps at page 47, also being a portion of the parcel described in the Grant Deed to East Bay Regional Park District recorded March 14, 2003 as document number 2003-0117369 Contra Costa County records, described as follows:

Communication Tower Site (Lease area)

Commencing at a 3/4" iron pipe marking the most easterly corner of said Parcel B (63 PM 47); thence south 72°35'04" west a distance of 383.60 feet to the Point of Beginning; thence from said Point of Beginning, south 37°30'00" east, 30.00 feet; thence south 52°30'00" west, 13.00 feet; thence south 37°30'00" east, 70.00 feet; thence south 52°30'00" west, 34.00 feet; thence north 37°30'00" west, 100.00 feet; thence north 52°30'00" east, 47.00 feet to the Point of Beginning.

Containing an area of 3,790 square feet of land, more or less.

Together with Non-Exclusive Access being a strip of land 30 feet in width, the centerline of which is described as follows:

Beginning at a point in the center of the existing road, which point lies north 52°30'00" east, 30.28 feet from the southeast corner of the above described lease site; thence following the existing road north 41°50'13" west, 27.96 feet; thence north 39°36'33" west, 27.52 feet; thence north 34°11'29" west, 26.51 feet; thence north 22°39'36" west, 25.98 feet; thence north 20°17'49" west, 27.58 feet; thence north 22°05'21" west, 73.42 feet; thence north 31°28'25" west, 47.70 feet; thence north 38°02'58" west, 55.72 feet; thence north 44°41'39" west, 64.06 feet; thence north 60°55'07" west, 57.39 feet; thence south 84°17'35" east, 43.83 feet; thence south 75°32'19" east, 41.89 feet; thence south 63°10'50" east, 41.54 feet; thence south 52°42'49" east, 57.56 feet; thence south 45°18'49" east, 119.63 feet; thence south 55°25'29" east, 30.72 feet; thence south 68°47'40" east, 39.77 feet; thence south 73°19'47" east, 37.22 feet; thence south 78°45'35" east, 99.21 feet; thence

south 64°56'47" east, 75.68 feet; thence south 75°58'20" east, 24.04 feet more or less to the east line of said Parcel B (63 PM 47).

Plats labeled "Exhibit C-1" (lease area) and "Exhibit C-2" (access) are attached hereto and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: *James A. Stein*
Licensed Land Surveyor
Contra Costa County Public Works Dept.

Date: 7/13/2021

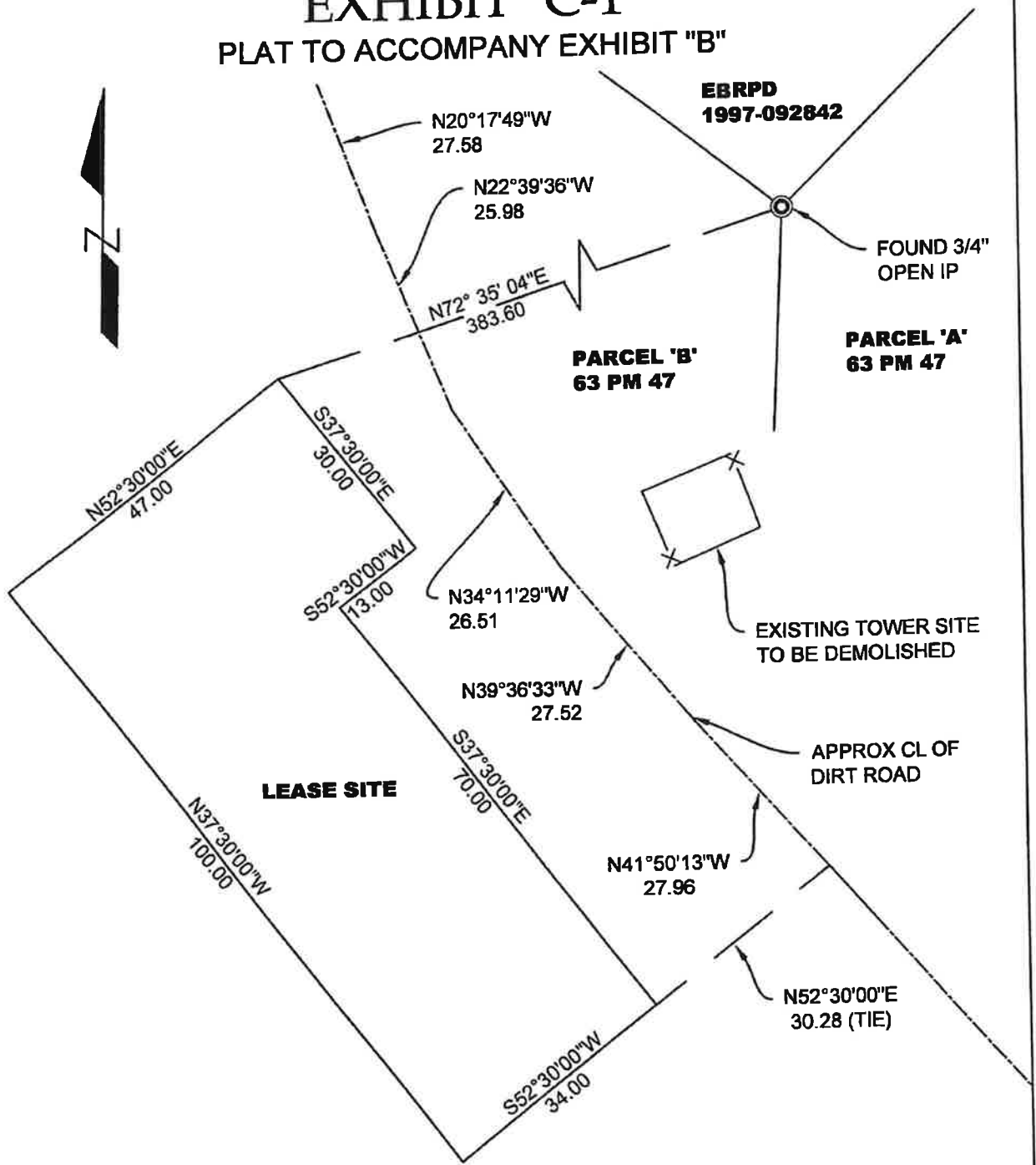


EXHIBIT C-1

[Plat to Accompany Exhibit B]

EXHIBIT "C-1"

PLAT TO ACCOMPANY EXHIBIT "B"



File Path: K:\survey\field Data\104_G327 (new-1003198) Carquinez Comm Tower\SV327Tower.dwg Plotted Date: 7/13/2021 3:52:52 PM


| | | |
|--|----------------|---|
| Lease Area Carquinez Communication Tower Site | |  Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 |
| Instr _____ | Recorded _____ | |
| Series # _____ | | SCALE: 1"=20' DRAWN BY: AR CHECKED BY: JS |
| CAD FILE: SV327Tower.dwg | | DATE: 07/13/2021 DRAWING NO. MA-257-2021 |

EXHIBIT C-2

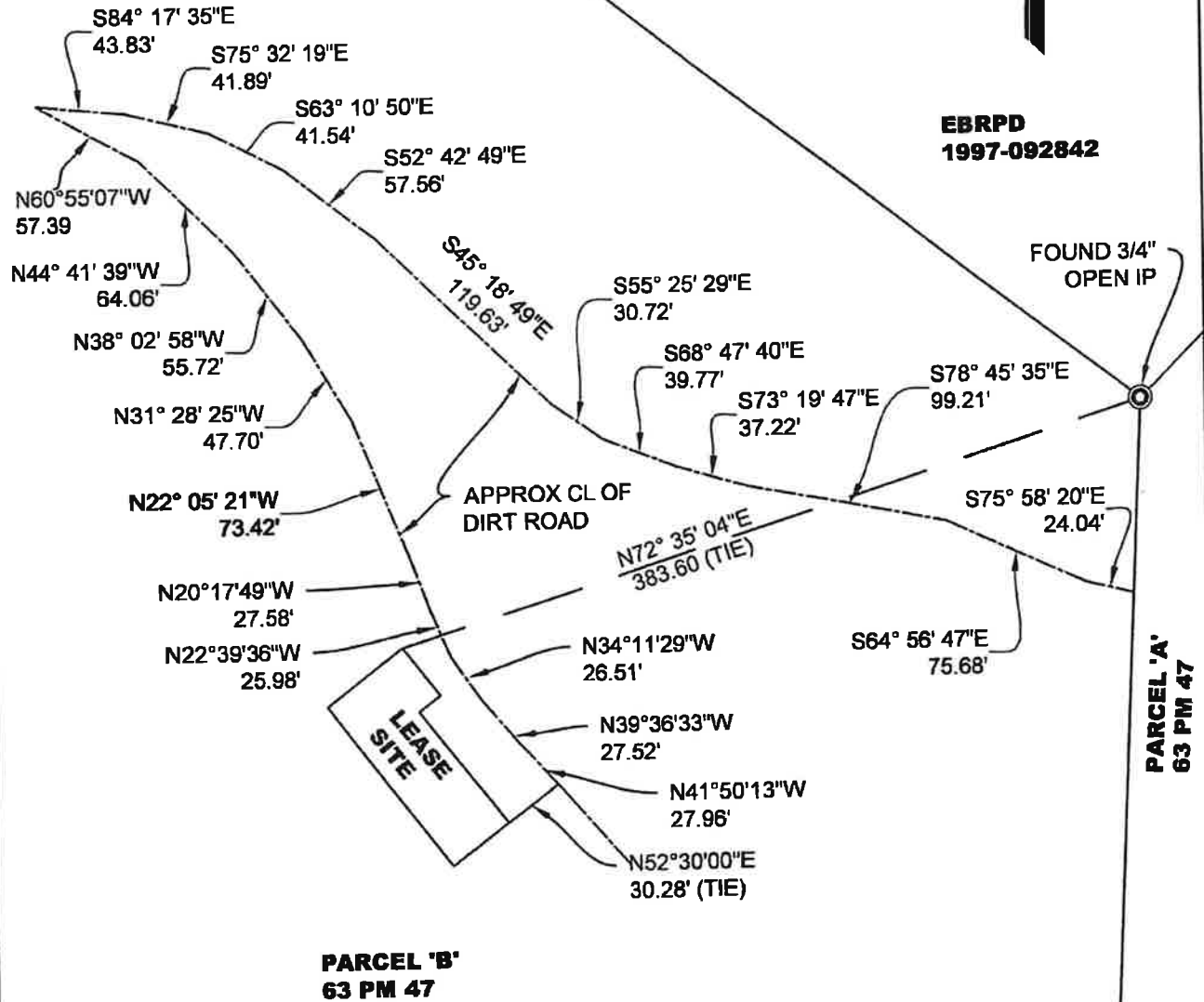
[Plat to Exhibit B]

EXHIBIT "C-2"

PLAT TO ACCOMPANY EXHIBIT "B"



EBRPD
1997-092842



File Path: K:\unepg\Feld Data\W\0327 (New W033168) Carquinez Comm Tower\SV327Tower.dwg Plot Date: 7/13/2021 3:54:10 PM CAD FILE: SV327Tower.dwg


| | | |
|--|--|---|
| Non-exclusive Access Carquinez Communication Tower Site | |  Contra Costa County Public Works Department 255 Glacier Drive Martinez, CA 94553 |
| Instr _____ Recorded _____ | | |
| Series # _____ | | SCALE: 1"=80' |
| DRAWN BY: AR | | DATE: 07/13/2021 |
| CHECKED BY: JS | | DRAWING NO. MA-258-2021 |

EXHIBIT D

[Site Layout and Access Road Improvements]

- LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE SEQUENTIAL CONTRACTOR'S FIELD SURVEY DATA.
- EROSION CONTROL (IMPROVED) SHALL BE APPLIED TO ALL WORK-AREA AREAS WITH SLOPES 4:1 OR STEEPER.
- APPLY PRE-CAST CONCRETE CURBS PRIOR TO PLACEMENT OF CONCRETE AGGREGATE BASE.
- SEE SHEET 1 FOR TYPICAL CLASS 2 AGGREGATE BASE TROWEL SECTIONS.

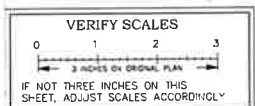
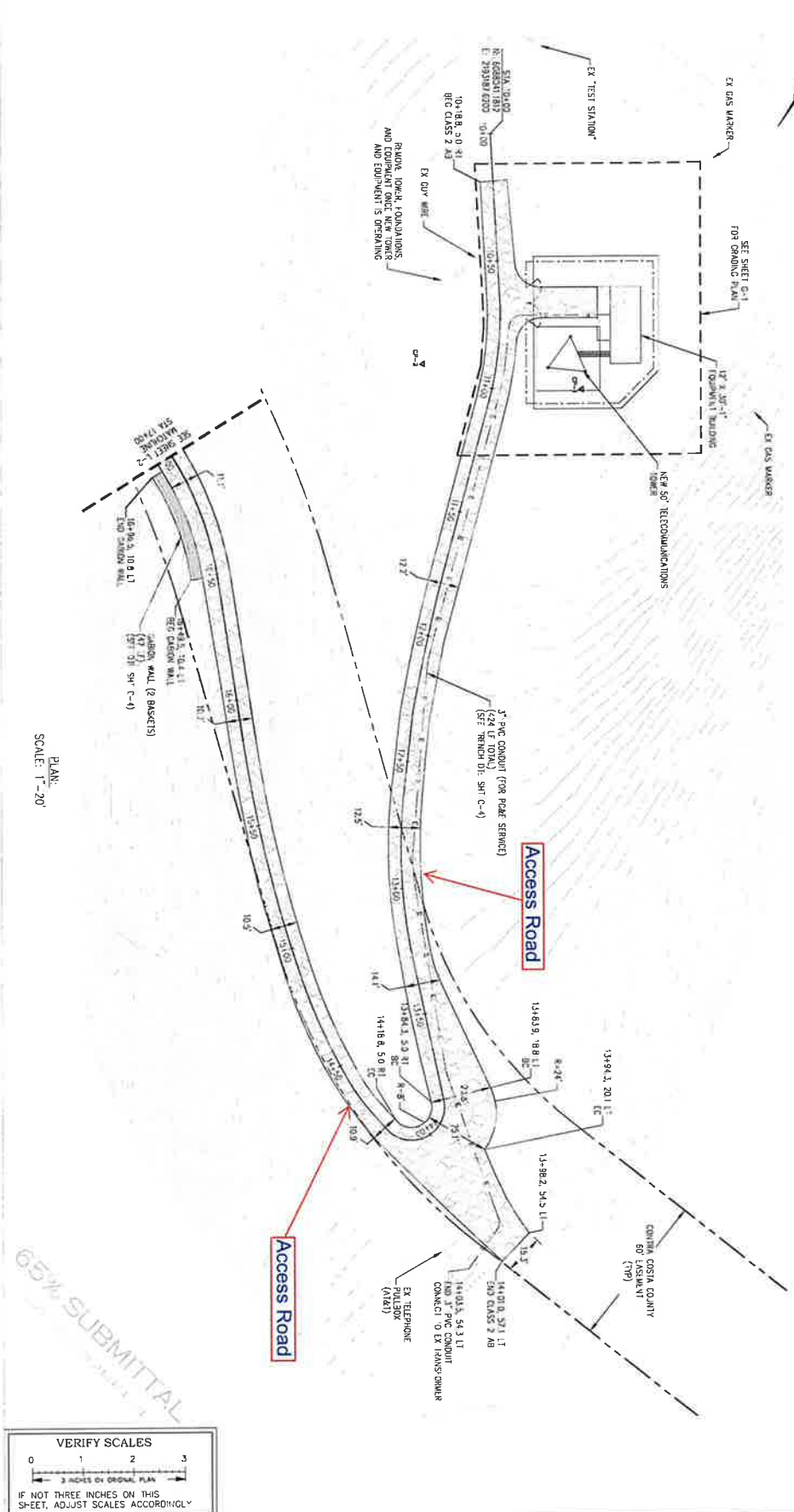
| CLASS 2 AGGREGATE BASE ROAD HORIZONTAL ALIGNMENT | | | |
|--|---------------|--------------|---------------|
| LINE | START STATION | END STATION | DISTANCE (FT) |
| L1 | 10+00.00 | 1097.97/4.57 | 168.97 |
| L2 | 11+05.33 | 1271.41/5.17 | 64.34 |
| L3 | 12+30.62 | 1293.11/1.27 | 28.34 |
| L4 | 13.122.38 | 1487.72/2.28 | 61.92 |
| L5 | 14+18.79 | 1572.54/3.87 | 10.84 |
| L6 | 15+48.55 | 1644.27/3.57 | 64.21 |
| L7 | 16+49.77 | 1675.54/9.55 | 31.47 |

| CURVE TABLE | | | | |
|-------------|---------------|---------|---------------|-------------|
| CURVE NO. | START STATION | Δ | DISTANCE (FT) | RADIUS (FT) |
| C1 | 10+68.67 | 11.47° | 39.75 | 13.90 |
| C2 | 11+69.96 | 5.13° | 60.65 | 671.14 |
| C3 | 11+59.96 | 17.17° | 62.47 | 208.95 |
| C4 | 13+84.29 | 152.06° | 34.50 | 13.00 |
| C5 | 14+29.63 | 11.81° | 13.40 | 63.00 |
| C6 | 14+43.03 | 11.90° | 30.14 | 241.51 |
| C7 | 14+31.17 | 9.39° | 93.68 | 553.06 |
| C8 | 16+48.65 | 23.87° | 57.31 | 158.74 |

| CONTROL POINTS | | | |
|----------------|-------------|-------------|----------------|
| DESCRIPTION | NORTHING | EASTING | ELEVATION (FT) |
| CP-1 | 219247.2537 | 608195.2876 | 648.94 |
| CP-2 | 219276.0022 | 608009.4470 | 644.59 |

LEGEND:
CLASS 2 AGGREGATE BASE
(SEE NOTE 3)

Exhibit D Site Layout and Access Road Improvements



| | |
|--------------|--------------|
| SCALE: | 1"=20' |
| DATE: | MAY 26, 2021 |
| DESIGNED BY: | RH |
| DRAWN BY: | RH |
| CHECKED BY: | RH |
| JOB NO: | 20-017 |
| SHEET: | 3 OF 12 |

HEI HARRISON ENGINEERING INC.
1800 DOW PALM STREET • CONCORD, CA 94520
TEL: 925-881-1000 • WWW.HARRISONENGINEERING.COM

CONTRA COSTA COUNTY
DEPARTMENT OF
INFORMATION TECHNOLOGY

30 DOUGLAS DRIVE
MARTINEZ, CA 94553
(925) 313-1200

CARQUINEZ SITE
TELECOMMUNICATIONS
IMPROVEMENT PROJECT

LAYOUT PLAN

| NO. | BY | DATE | REVISIONS |
|-----|----|------|-----------|
| | | | |
| | | | |
| | | | |

EXHIBIT E

COUNTY'S CONTRACTOR INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. INSURANCE

The County shall ensure that each contractor engaged by the County for construction, alterations and improvements to the Facilities or the Access Road (each a "**Contractor**") provide and maintain evidence of the following insurance, as applicable:

1. **Workers Compensation Insurance.** Statutory coverage for Workers' Compensation Employer's Liability (\$500,000 per accident). Workers' Compensation shall comply with California Labor Code Section 3700 and contain a waiver of subrogation in favor of the District.
2. **Commercial General Liability Insurance,** occurrence form, with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, either it shall apply separately to this project or be no less than two (2) times the occurrence limit.
3. **Automobile Liability Insurance,** occurrence form, with a limit of not less than \$1,000,000 for each occurrence. Such occurrence shall include coverage for owned, hired and non-owned automobiles.
4. **Builder's Risk, Special Hazards** [if there's anything else the District requires, please advise, so we can include it here].

In addition:

- A. All insurance is to include: The District, its elected and appointed officers, employees, and volunteers as additional insureds with respect to this project. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.
- B. General liability insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs of the District, its boards, commissions, officers, agents, employees, and volunteers.
- C. All insurance is to be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.

- D. In addition to requiring that the Contractor provide an insurance certificate showing the levels and types of coverage required for the project or contract, the County shall require the Contractor to provide the County with a copy of the actual endorsements (a document that modifies the terms of the underlying policy and is issued by the insurance company itself, rather than a broker) to the commercial, general, automobile, and excess liability insurance policies that show the District, its boards, commissions, officers, agents, and employees have been named as additional insureds by the insurers. The County shall provide a copy of such endorsements to the District. The endorsements must show:
- a. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District is entitled to the broader coverage and/or higher limits maintained by the Contractor.
 - b. No changes in insurance may be made without the approval of the District.
 - c. Any cancellation of the Contractor's insurance must be preceded by a thirty- day written notice of cancellation to the District. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives" (or similar wording).

II. INDEMNIFICATION

The County shall ensure that each Contractor agrees to indemnify, hold harmless, defend and protect the District, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss that directly results from or arises out of Contractor's work for the County on the Property or the Access Road, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the District, its officers, directors, agents or employees.