EBMUD EAST BAY MUNICIPAL UTILITY DISTRICT

Request for Proposal

MASTER LESSEE FOR THREE (3) COMMUNICATION SITES

East Bay Municipal Utility District (EBMUD) is a public water and wastewater utility providing services to 1.3 million customers on the eastern shore of San Francisco Bay. EBMUD currently has three communications sites located in Contra Costa County, namely, Grizzly Peak, Roundtop and Rocky Ridge (maps attached) that are managed by American Tower Corporation. These sites have been managed since 1985 under a master lease that is due to expire on November 30, 2015. Each of the three sites is improved with large 100+ foot towers and communication buildings. Currently American Tower is managing a total of 34 accounts at the three sites under various lease terms. EBMUD does not guarantee that any or all of their 34 accounts will be in effect as of December 1, 2015. (See Attachment C)

As the end of the current lease approaches the EBMUD is requesting proposals from other communication tower companies which may be interested in becoming the master lessee and managing the communications sites in the future.

EBMUD intends to award a ten (10) year lease with two (2) five (5) year options.

EBMUD is interested in receiving proposals showing the annual rent to be paid to EBMUD for entering into the lease. The lessee will receive the rental income collected from the accounts at the three communication sites above that portion paid to EBMUD under the terms and conditions of said lease (see attachment A).

THE MINIMUM AMOUNT OF ANNUAL RENT ACCEPTED UNDER THIS "REQUEST FOR PROPOSAL IS \$250,000.00

PROPOSAL REQUIRMENTS

The proposal shall:

- Provide the name and address of the firm, date established, a brief description of the firm's history and a copy of the most recent financial report.
- Present a minimum of three references, preferably California public agencies, for whom
 your firm has completed similar projects including employer contact name, phone
 number, e-mail, address, services provided by your firm and date your firm began
 services.
- List the names of person(s) who will be assigned to this account. Indicate relevant experience, training and professional affiliations that will benefit this proposal.
- Review the Communication Sites Lease (Attachment A). The selected firm will be required to sign the agreement that will be presented to the EBMUD Board of Directors for final approval.
- Deliver the proposal to EBMUD by 4:30 p.m. Pacific Standard Time (PST) on July 15, 2015. Proposals received after this time will not be considered. Faxed and emailed proposals will not be accepted. Five (5) copies should be mailed/delivered to:

V13-62.11.docx

FED EX/Personal Delivery

East Bay Municipal Utility District
Attn: Vic Remorini
375 Eleventh Street
Oakland, CA 94607-4240

Mail (postmarks not accepted)
East Bay Municipal Utility District
Attn: Vic Remorini
P O Box 24055
Oakland, CA 94623-1055

CONTRACT AWARD SCHEDULE

The proposed timetable for approval of the contract is:

Tours of the sites

• Proposals due (no later than 4:30 p.m.)

Notification to finalist

Board approval on contract

May/June 2015 July 10, 2015 August 3, 2015 September 8, 2015

EVALUATION/SELECTION CRITERIA

Proposals will be evaluated to ascertain which firm or firm's best meet the needs of EBMUD. Specific emphasis will be placed on:

- The proposal's responsiveness in clearly stating the firm's understanding of the work to be performed.
- The firm's technical experience and qualifications in providing these types of services.
- The availability local qualified staff.
- The annual rent to be paid to EBMUD.

CONTRACTUAL REQUIRMENTS

The Communication Site Lease will be for a term of up to 20 years beginning December 1, 2015.

INSURANCE REQUIRMENTS

The selected vendor will be required to agree to EBMUD insurance requirements. [See Exhibit B of Attachment A (lease)].

CONTRACT EQUITY PROGRAM

EBMUD is an equal opportunity employer and all business enterprises and their sub-consultants performing work for the District must be Equal Opportunity Employers (EEO). All business enterprises and the sub-consultants shall assure that there is not discrimination against any person based on race, color, religion, creed, national origin, ancestry, gender, age, marital status,

disability, or sexual orientation and shall be bound by all laws prohibiting such discrimination in employment.

PROPOSAL MUST INCLUDE COMPLETED CONTRACT EQUITY PROGRAM (CEP) FORMS. NO PROPOSAL WILL BE ACCEPTED WITHOUT COMPLETED CEP FORMS (Attachment B).

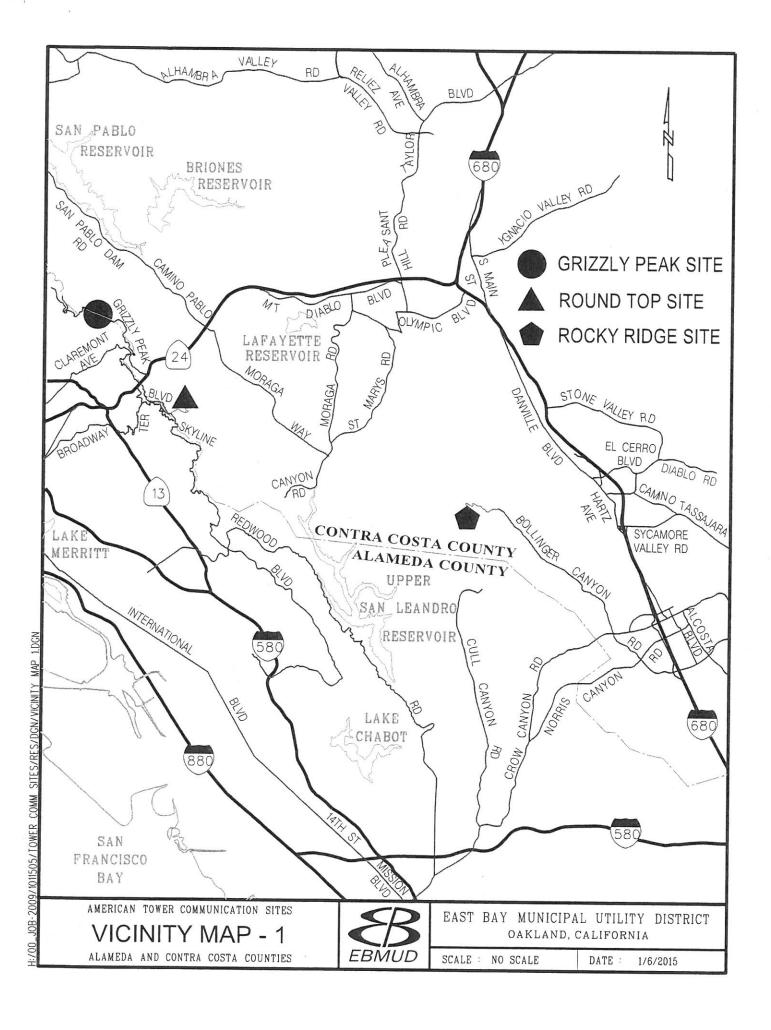
QUESTIONS

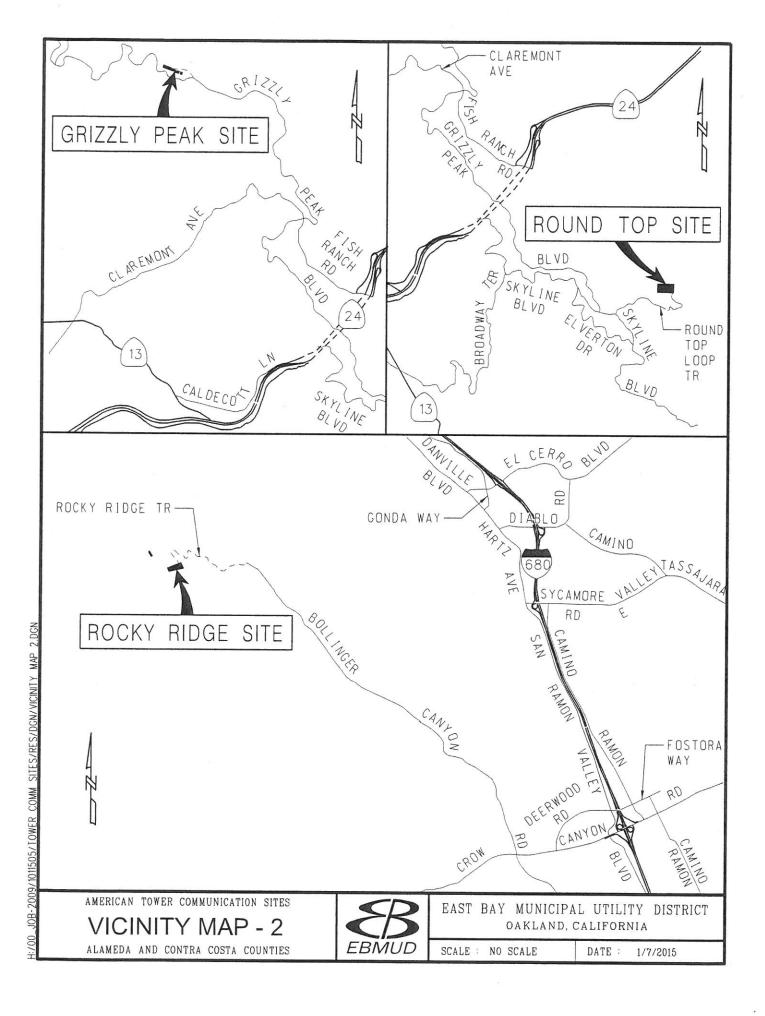
To arrange for tours of the communication sites or questions regarding this Request for Proposal, please contact Vic Remorini at (510) 287-1017. Question regarding the Contract Equity (CE) Program should be addressed to the CEP this Request for Proposal should be addressed to the CEP Office, at (510) 287-0114 to be determined if this is required.

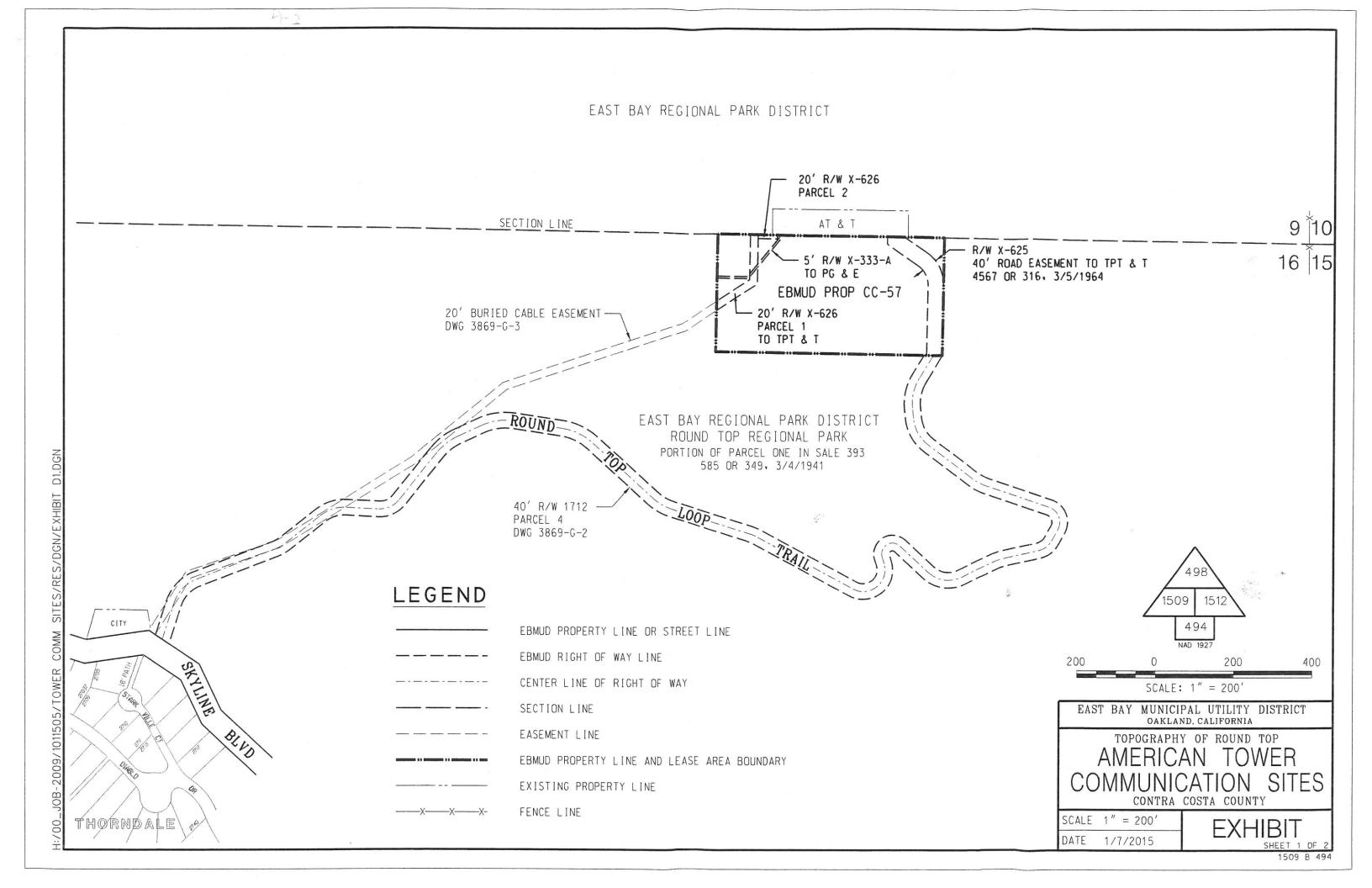
V13-62.11.docx 2/23/15

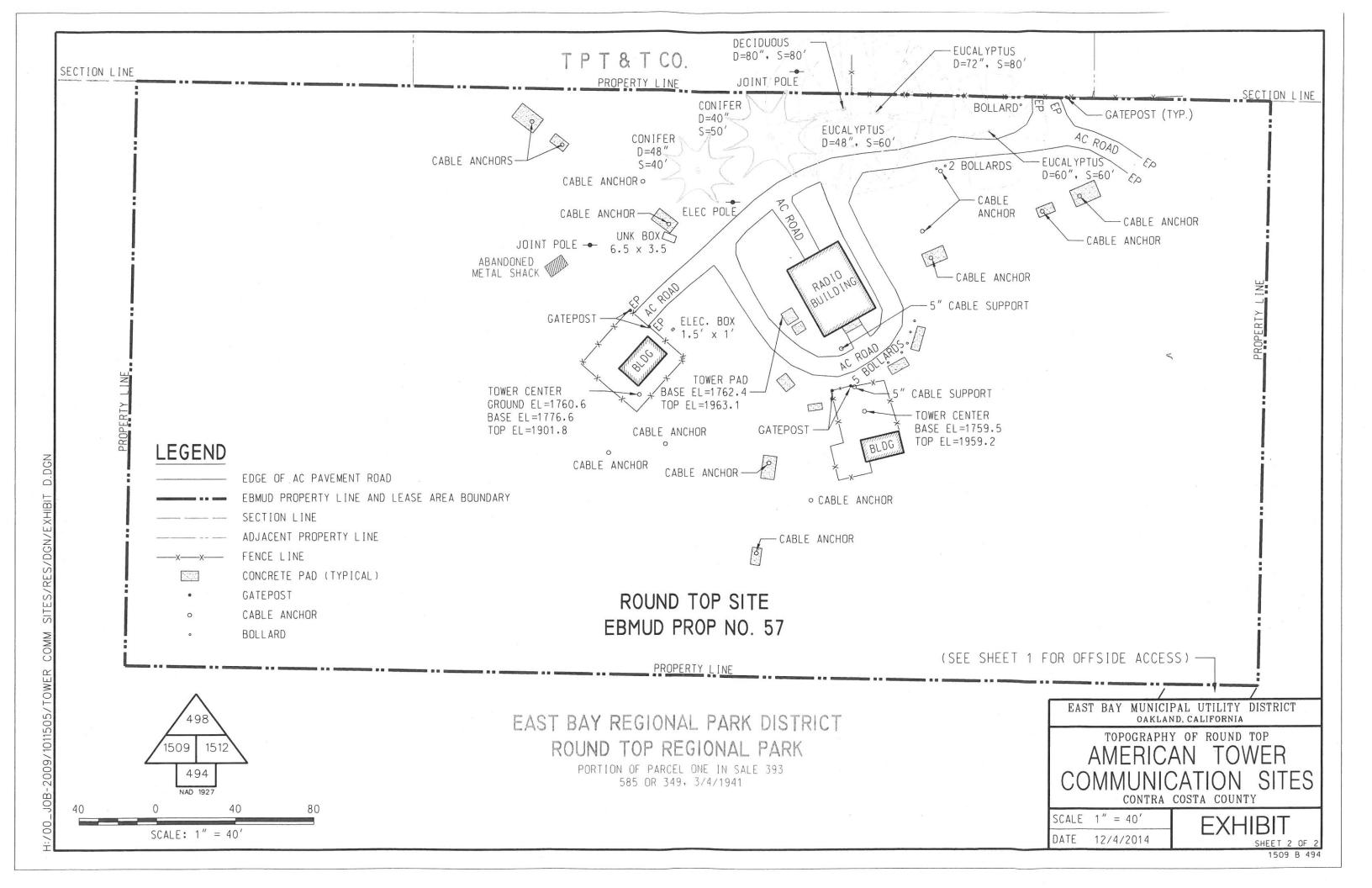
BID FORM

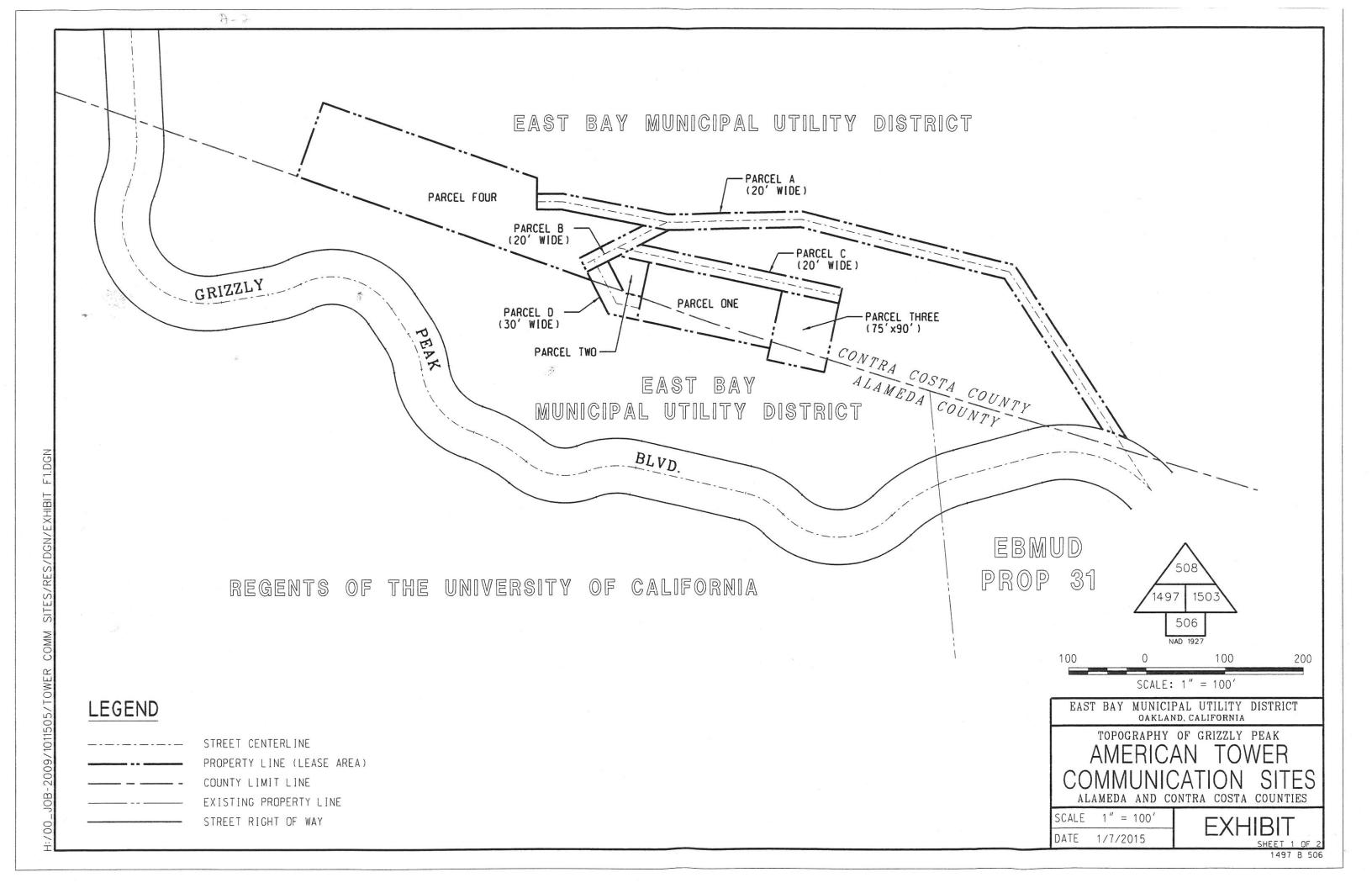
ANNUAL RENT BID AMOUNT: (MINMUM BID \$250,000)	\$
COMPANY NAME:	
ADDRESS:	
COMPANY REPERSENATIVES NAME AND TITLE:	
PRINT NAME	
PRINT TITLE DATE:	

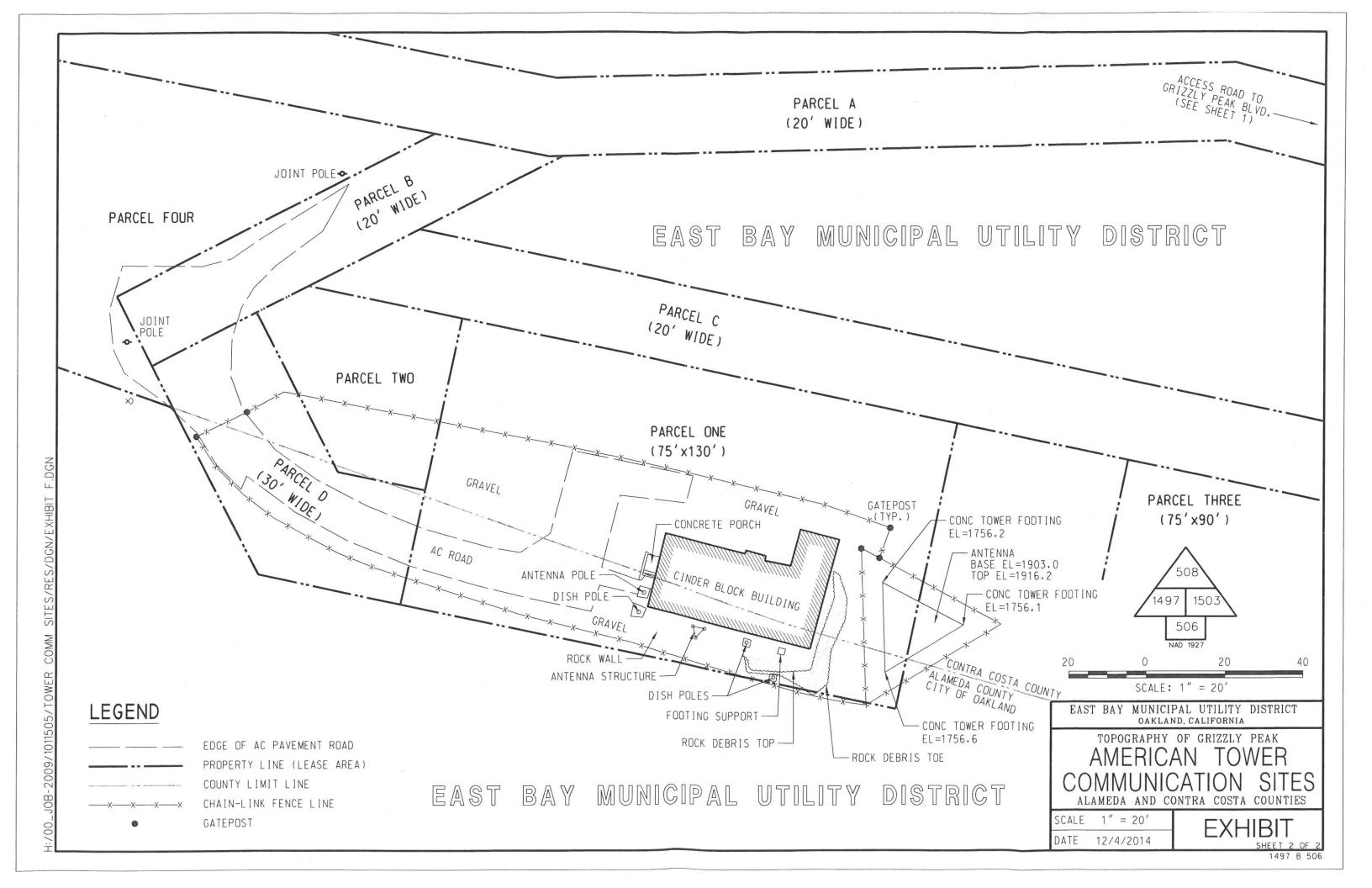


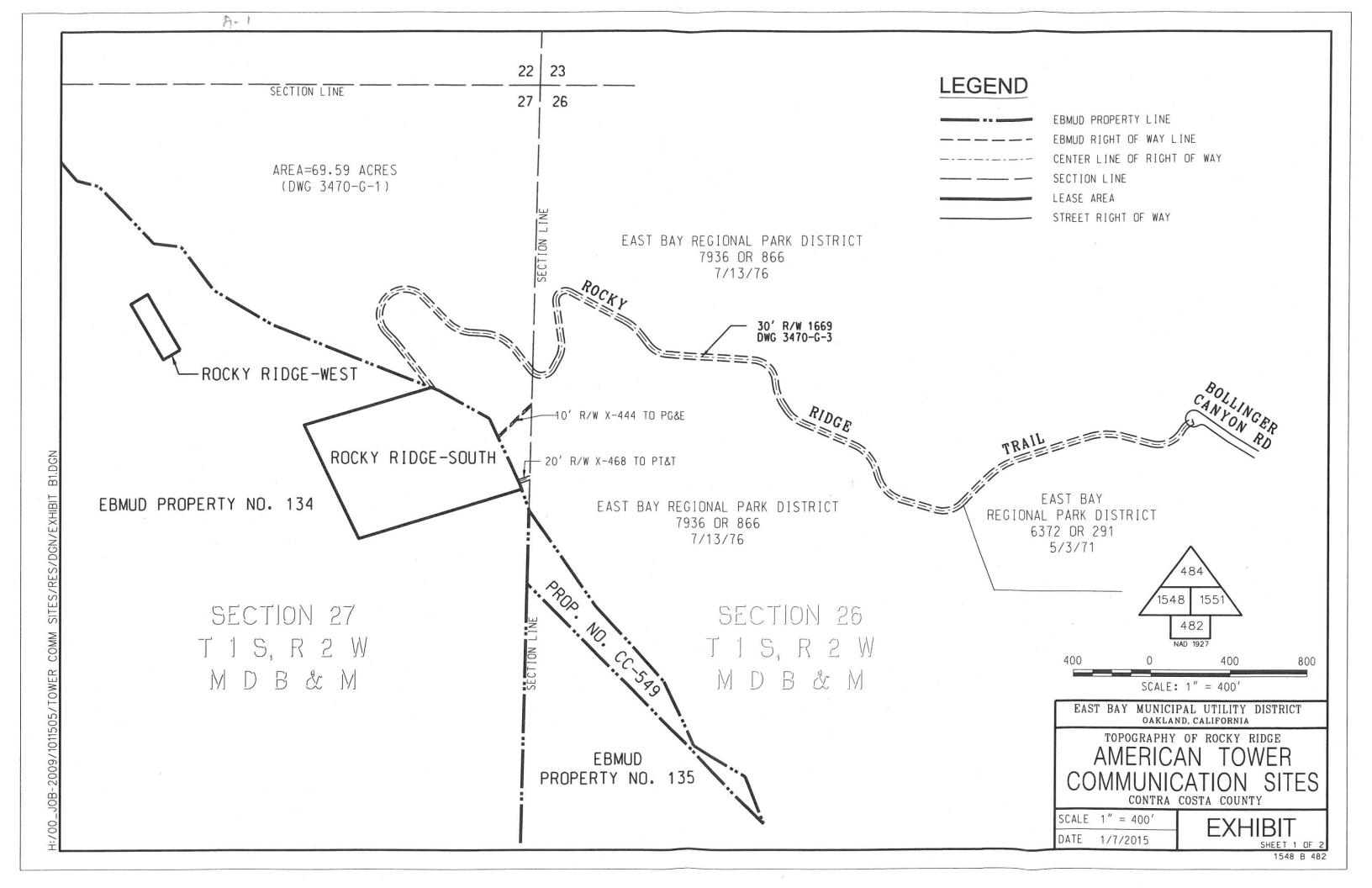


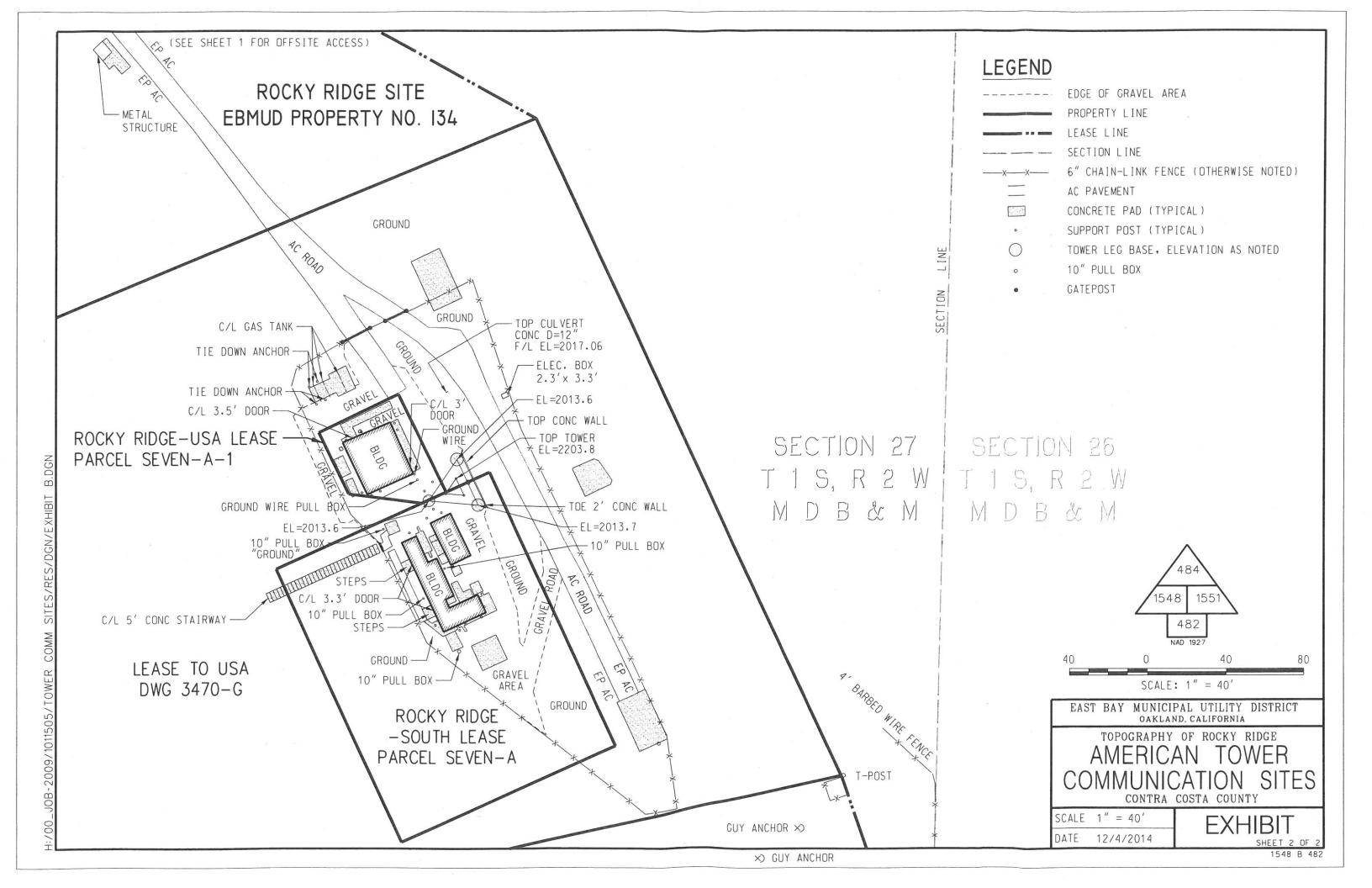












ATTACHMENT A

COMMUNICATIONS SITES LEASE

This Lease is made and entered into in the City of Oakland, County of Alameda, State of California, this day of, 2015, by and between the East Bay Municipal Utility District, a public corporation of the State of California ("Lessor"), and ("Lessee").
RECITALS
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:
1. PREMISES.
Lessor does hereby lease, demise and let to Lessee those certain properties situated in the counties of Contra Costa and Alameda, State of California, hereinafter "the Demised Premises" as described on Exhibits A-1 through A-3 attached hereto and incorporated herein by reference, together with all improvements located thereon.
2. TERM.
The initial term shall be for ten (10) years ("Initial Term"), commencing on the date of execution of this Lease ("Commencement Date") and ending ten (10) years later, but in no event shall Lessee commence with, use or take occupancy of the demised premises until Lessor is in receipt of first year's annual rent. Lessee shall have the option to extend the term of this Lease for two (2) successive five (5) year periods after the Initial Term expires (each an "Extended Term") by giving Lessor notice no later than thirty (30) days prior to the expiration of the Initial Term or First Extended Term, whichever is applicable. The base rent during the extension term shall increase as set forth in Section 3(b), below.
3. RENT.
a. Base Rent: Lessee agrees to pay lessor, as Base Rent for the Premises commencing upon the Commencement Date, the annual sum of Dollars (\$) payable in advance on or before the first day of the original term hereof and yearly thereafter to the Lessor at P.O. Box 24055, Oakland, CA 94623, MS#101 (Mail Remittance).
b. Base Rent Adjustment. The amount of Base Rent payable hereunder shall be adjusted annually, the "Adjustment Date," commencing with the first annual anniversary date (twelve (12) months after the Commencement Date of the Initial Term) and thereafter on each anniversary date of the Commencement Date during the Initial Term or any

extensions thereof (the "Adjustment Date"). Such adjustments shall be for the purpose of reflecting the increase, if any, in the cost of living. Adjustment shall

increase and be calculated by three percent (3%) of the previous year's rental.. Notification of adjustment must be made in writing at least fifteen (15) days prior to the anniversary date. Any adjustment shall become effective on the adjustment date.

4. USE.

The Demised Premises shall be used by Lessee for the purpose of establishing, developing and/or operating the Demised Premises as communication sites including, but not limited to, the accommodation of VHF, UHF and microwave radio transmitters and receivers, cellular communications, satellite communications, and all associated towers, antennas and related equipment and buildings appurtenant thereto. No equipment shall be installed which will interfere with residential reception of commercial television in the immediate area of the Demised Premises. Lessee shall provide, at its sole cost and expense, utility service installation separate from those installed for Lessor's use, and shall pay when due all bills prior to delinquency for electricity, telephone and other utilities in and on the Demised Premises and to hold Lessor and the demised Premises free and harmless from any liability therefor.

5. GOVERNMENTAL APPROVALS.

Lessee shall, at its sole cost and expense, comply with all applicable requirements, rules, regulations and environmental documentation pertaining to facilities, equipment and operations to be conducted on the Demised Premises, including all requirements imposed by the County of Contra Costa, County of Alameda, the State of California and the United States of America. Lessor agrees to cooperate with Lessee with respect to obtaining any required zoning or other governmental approvals or permits for the Demised Premises, including providing signatures where necessary on Lessee's governmental permit applications. Lessee acknowledges, however, that Lessor is not a permitting entity and shall not be responsible for obtaining or maintaining any necessary governmental approvals on behalf of Lessee.

6. MODIFICATIONS AND IMPROVEMENTS.

Structural modifications or new buildings or ground-mounted antennas or pole-mounted antennas in excess of twenty (20) feet in height shall not be placed upon the Demised Premises without Lessee having obtained the prior written approval for the placement of said improvements by Lessor, which consent shall not be reasonably withheld. Any and all such improvements constructed on the Demised Premises by Lessee shall be at Lessee's sole cost and expense and shall be in conformity with specifications approved by Lessor and subject to all applicable City, County, State and Federal laws, rules and regulations pertaining thereto and shall be constructed and maintained at the sole expense of Lessee. Mitigation measures required by the agency with jurisdiction for compliance with the California Environmental Quality Act shall not be undertaken on the premises without Lessee having obtained prior written approval from Lessor.

Lessee shall provide Lessor, without charge, space as necessary for Lessor's present or future communications equipment either inside or on top of Lessee's improvements to be utilized solely in connection with Lessor's business operations as a municipal utility district. You will probably need a list of the District's equipment on each of the sites, which may become an attachment to the new lease.

7. INTERFERENCE.

Lessee agrees that any facilities constructed or equipment installed on the Demised Premises shall be constructed, installed and operated at all times in such a manner that they will not interfere with Lessor's present or future communications transmitters and receiver stations, and in the event of such interference, Lessee agrees, at its own costs and expense, to take all necessary steps to eliminate such interference whether so required by the Federal Communications Commission or not. In the event that such interference shall develop and such interference is not eliminated by Lessee within thirty (30) days after written notice from Lessor to do so, the facility or equipment causing such interference shall be taken out of service until the problem is corrected to the complete satisfaction of Lessor. The term "interference" as used herein may be direct or consequential, and includes, but is not limited to, intermediation and desensitizing of Lessor's receiving equipment by Lessee's transmitter operations.

Lessee agrees that any radio or cellular equipment installed on the Demised Premises shall be frequency compatible with all other radio and cellular transmitting and receiving equipment existing on any site owned or controlled by Lessor at the time its initial radio installation is made. If at a future date a transmitter from another location other than those owned or controlled by Lessor should cause interference to previously installed equipment on any site owned or controlled by Lessor by causing interference with frequencies generated by the Lessee's equipment, it shall be Lessee's responsibility to make such corrections as are necessary to eliminate such interference.

8. ASSIGNMENT, SUBLEASE AND LICENSE.

Lessee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Lease or in the Premises, without Lessor's prior written consent. Notwithstanding the foregoing, Lessee shall have the right to assign this Lease, with notification to Lessor (but without the need for prior consent), to its general partner or any entity which controls, is controlled by, or is under common control with Lessee, to any entity resulting from merger or consolidation with Lessee, or to any person or entity which acquires substantially all of Lessee's assets, provided that such assignee assumes in full all of Lessee's obligations under the Lease.

The Lessee may, however, grant licenses for the use of the Demised Premises for purposes consistent with section 4 hereof, provided that Lessee notifies Lessor to such license. Said license shall be granted subject to the terms, conditions and limitations herein contained.

Any license granted by Lessee to a third party shall be subject to the condition that such license be extended to all prospective users consistent with good engineering practices and frequency compatibility requirements. In the event Lessor finds and determines that Lessee, without just cause, has refused to extend to a prospective user a license for a use consistent with

good engineering practices and frequency compatibility requirements, it shall notify Lessee of such fact and Lessee shall, within ten (10) days, extend to such user, a license under the same terms and conditions otherwise prevailing.

9. INSPECTION OF THE PREMISES.

At all times during the Term of this Agreement, Lessor shall have the right to inspect the Demised Premises and all equipment installed on the Demised Premises and at the request of Lessor, Lessee shall supply to Lessor a list of all equipment installed on the Demised Premises and the names of all Licensees using the Demised Premises and copies of all license or lease agreements for the Demised Premises.

10. DEFAULT.

This clause needs to be replaced with the one in the master telecom lease, as that provides for a distinction between monetary and non-monetary default. It is understood and agreed that if Lessee fails to pay any installment of said rent as the same becomes due, or if default shall be made by Lessee in any of the covenants, agreements or terms herein contained on Lessee's part to be performed other than the Agreement to pay rent and if upon receipt of ten (10) days' written notice in the case of a monetary default, or thirty (30) days' written notice in the case of a non-monetary default thereof, Lessee shall fail or refuse to correct said last mentioned default, then Lessor at its option may re-enter the Premises and remove all improvements therefrom, and in such event Lessor may at its option terminate this Lease or take possession of said Premises as the agent and for the account of Lessee, and if it so elects may lease or rent the whole, or any part of said Premises, for the balance or any part of the term of this Lease and retain all rents thus received and apply the same in payment on account of the rents for the account of Lessee; but the performance of any or all of said acts by Lessor shall not release Lessee from the full and strict compliance with all of the terms, conditions and covenants of this Lease on Lessee's part to be performed or observed and Lessee in such event agrees to forthwith pay any deficiency that may exist in the amount due hereunder after deducting said rents received, if any. If the nature of Lessee's default is such that more than thirty (30) days are reasonably required for cure thereof, then Lessee shall not be in default if Lessee shall commence such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

11. OCCUPANCY and CONDITION OF THE DEMISED PREMISES.

The premises hereby demised are to be occupied only by Lessor, the Lessee or its licensees during the entire Term of this Lease; no picnicking, camping or building of fires shall be allowed on the said Demised Premises, nor shall any poultry or livestock be kept thereon. It is expressly understood and agreed that all sewage and refuse matter upon or from the Demised Premises shall be disposed of by the Lessee in such manner as shall be directed by the Lessor, and that all sanitary regulations of the Lessor with reference to said Demised Premises shall be complied with by the Lessee. Lessee shall not maintain nor permit any nuisances on said Demised Premises, nor permit the Demised Premises to be used in whole or in part during the Term of this Lease for any purpose or use in violation of any of the laws, ordinances, rules or regulations of any public authority applicable thereto. Lessee shall at all times during the Term of this Lease construct, repair, maintain and do all things necessary to maintain said Demised

Premises in a clean and sanitary manner and in compliance with any and all statutes, laws, rules, regulations or ordinances. Lessee further agrees that upon completion of the installation of its facilities, Lessee shall promptly return as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work

12. ROAD MAINTENANCE.

Lessee agrees to share with Lessor and others the cost of repairing and maintaining all access roads to the Demised Premises, Lessee's share of such cost to be in proportion which its use and that of its licensees bears to the total use made of said roads by all parties, said repairs and maintenance to be performed by or for Lessor, and Lessee agrees to pay its share of said cost as aforesaid promptly upon demand.

13. INDEMNIFICATION.

- a. Hold Harmless: Lessee expressly agrees to indemnify, defend and hold harmless Lessor, its directors, officers, agents and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of Lessee's operation or performance under this Agreement, including all costs, claims, and damages (including property and personal injury) arising out of any hazardous substance, hazardous material, or hazardous wastes (including petroleum) within the Demised Premises or on the adjacent Lessor's property to the extent caused and/or released by Lessee's construction, reconstruction, maintenance, use or removal of its facilities, all testing, or surveys.
- b. Damages: Lessee shall be responsible for and shall reimburse lessor for any damage or loss to Lessor's present or future facilities, improvements, roadways, and equipment, to the extent directly or indirectly contributed to or caused by Lessee's operation or performance under this Agreement, including, but not limited to, any damage or loss due to Lessee's deposit of hazardous substance, hazardous material or hazardous wastes including petroleum onto the premises.
 - c. Assumption of Risk: Lessee agrees to assume all risk of damage to any transmitter, receiver, tower, antenna, equipment, building or any other structure and to any other property under the control or custody of Lessee while upon the property or rights-of-way of Lessor or in proximity thereto, caused by or contributed to in any way by the construction, reconstruction, operation, maintenance, repair, or facilities or improvements or roadways or equipment of Lessor, present or future. In accordance with California law, this assumption does not apply to damage resulting from Lessor's gross or willful misconduct.

14. HAZARDOUS MATERIALS.

- a. Representation: Lessor represents that it has conducted no site investigation(s) for hazardous materials and has no knowledge of any hazardous materials (as defined below) existing on or about the Demised Premises in violation of any applicable law. Lessee represents and warrants to lessor that Lessee will not generate, store or dispose of any hazardous materials on, under or about the Demised Premises in violation of any hazardous substance laws (as defined below). Lessee shall indemnify and hold Lessor Harmless from any losses, claims, damages, penalties and liabilities arising from any breach of the foregoing representations and warranties.
- 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 Lessor, its agents or contractors, at any time, or by any prior owner, possessor, or operator of any part of the property, and such action interferes with Lessee's normal use of the Demised Premises for greater than a twenty-four (24) hour period, then the Rent will be abated entirely during the period beyond twenty-four (24) hours and lessee shall have the right to terminate the Lease upon not less than thirty (30) days written notice to Lessor.
- c. Definition of Hazardous Materials: In this Paragraph, "hazardous materials" includes but is 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 by any law or statute now or after this date in effect in the state in which the Demised Premises are located; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").
- d. Survivability: The provisions of this Paragraph will survive the expiration or termination of the Agreement and the Lease.

15. INSURANCE REQUIREMENTS.

Lessee shall take out and maintain during the life of the Lease all the insurance required in this section, and shall submit unaltered and completed certificates (attached as Exhibit "B") for review and approval by Lessor. The Lease shall not be issued, and Lessee shall not commence work, until the certificates have been approved by Lessor. The certificates shall be the forms supplied by the Lessor (except as noted below for the Workers Compensation Insurance).

Acceptance of the certificates shall not relieve Lessee of any of the insurance requirements, nor decrease the liability of Lessee. Lessor reserves the right to require Lessee to provide insurance policies for review.

Lessee shall take out and maintain during the life of the Lease *Workers Compensation* Insurance for all of its employees on the Property. In lieu of evidence of Workers Compensation Insurance, Lessor will accept a Self-Insured Certificate issued from the State of California. Lessee shall require any agent and/or consultant to provide it with evidence of Workers Compensation Insurance coverage.

Lessee shall take out and maintain during the life of the Lease *Automobile, Commercial General, and Pollution Liability* Insurance policies that provide protection from claims which may arise from operations or performance under this Lease. If Lessee elects to self-insure (self-fund) any liability exposure during the Lease period above \$50,000, Lessee is required to notify the Lessor immediately. Any request to self-insure must first be approved by the Lessor before the changed terms are accepted. Lessee shall require any agent and/or consultant to provide evidence of Automobile, Commercial General Liability Insurance Coverage, and Pollution Liability Insurance coverage for any work involving construction, excavation and/or the use or storage of any hazardous materials.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability; \$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile Liability; \$2,000,000/Occurrence/Claims Made, Bodily Injury, Property Damage – Pollution Liability;

\$100% of the replacement value of the work in the project described above - Builders Risk Liability.

The following coverage or endorsements must be included in the policy(ies):

- A. Lessor and its directors, officers, and employees are additional insureds in the policy(ies) as to the work being performed under this Lease;
- B. The coverage is primary and non-contributory to any other insurance carried by Lessor;
- C. The Policy(ies) cover(s) contractual liability;
- D. The policy(ies) is (are) written on an occurrence basis, except for the pollution liability policy, which may be written on a claims made basis.
- E. The policy(ies) cover(s) Lessor's real property in the Lessor's care, custody and control;
- F. The policy(ies) cover(s) personal injury (libel, slander, unlawful entry and eviction) liability;
- G. The policy covers explosion, collapse and underground hazards;
- H. The Policy(ies) cover(s) products and completed operations;

- I. A policy to cover use of owned, non-owned, and hired automobiles and equipment;
- J. A policy shall cover pollution liability for claims related to the release or threatened release of pollutants into the environment arising out of or resulting from Lessee's performance under this Lease;
- K. The policy(ies) shall not be canceled nor <u>reduced</u> unless 30 <u>days</u>' written notice is given.

16. WAIVER.

The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

17. TERMINATION/ EXPIRATION OF TERM.

If during the term of this Lease, Lessor determines that in its judgment the Demised Premises or any part thereof is required for use of Lessor in its business or operations as a municipal utility district, Lessor may, at any time during said term, withdraw from this Lease the Demised Premises or a portion thereof without liability to Lessee by giving to Lessee at least one (1) year written notice of its intention to do so. Before withdrawing all or a portion of any of the Demised Premises pursuant to this provision, Lessor shall explore with Lessee the reasonable possibility of expanding or modifying the Demised Premises to accommodate the needs of Lessor and/or the relocation of the Demised Premises to other premises owned or controlled by Lessor. In the event of the withdrawal of all the Demised Premises resulting in the termination of this Lease, any rental which may have been paid by Lessee hereunder, beyond the date of termination, shall be refunded to Lessee. In the event of a withdrawal of a portion of the Demised Premises, any rent which may have been paid by Lessee beyond the date of termination shall be refunded to Lease on a pro-rata basis. In the event of a withdrawal of a portion of the Demised Premises, so that in the opinion of the Lessee the remainder of the Demised Premises is no longer operable for its purposes, Lessee shall have the right of cancellation of this Lease. In the event Lessor exercises its rights pursuant to this paragraph during the first (10) years of this Lease, Lessor shall purchase the towers, buildings and other improvements constructed by Lessee on the Demised Premises after the date of this Lease, less the accrued depreciation on said towers, buildings and other improvements using a straight line depreciation method wherein the towers, buildings and other improvements would be fully depreciated upon the expiration of the initial term of this Lease. No payment would be made for any towers; buildings and other improvements constructed prior to the date of this Lease and any payment would be based on supportive cost invoices furnished to Lessor by Lessee at the time of construction of any towers, buildings and other improvements. In the event of the termination of this Lease, at the end of the term or by reason of the breach of this Lease by Lessee, all towers, buildings and improvements other than "trade fixtures" constructed on the Demised Premises by Lessee shall become and remain the property of Lessor, at no cost to Lessor, except as otherwise provided by this section

If Lessor decides not to retain all or a portion of the towers, building and improvements constructed by Lessee then upon termination of this Lease for any reason, Lessee shall remove all towers, buildings and improvements not wanted by Lessor and restore the Demised Premises to the same or as good condition as existed on the day of entry under this Lease, reasonable wear and tear excepted.

Lessee shall at Lessee's expense promptly eliminate and pay in full any encumbrances, liens and debts incurred by Lessee with respect to such improvements. Towers and buildings or other improvements on the Demised Premises shall not be considered as "trade fixtures" for the purpose of this section.

18. HOLD-OVER.

Any holding over after the expiration of the Initial Term or a subsequent extension of term, with the consent of Lessor, shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable.

19. NOTICES.

Any notice which Lessor may desire or is required at any time to give or serve upon Lessee may be delivered to Lessee personally or be sent by United States mail, postage prepaid addressed to Lessee at _______ or at such other address as shall have been last furnished in writing to Lessor; any notice which Lessee may desire or is required at any time to give or serve upon Lessor may be delivered to Lessor personally or may be sent by United States mail, postage prepaid, addressed to Lesser at 375 11th Street Oakland CA. 94607-4240 or at such other address as shall have been last furnished in writing by Lessor to Lessee; and such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

20. TAXES.

Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to payment of property taxes levied on such interest.

Lessee agrees to pay promptly when due all taxes, assessments and license fees levied, assessed or charged upon or against the business or operations of Lessee conducted upon the Demised Premises or its use thereof or upon any of the structures, improvements or other property, constructed, placed or used upon the Demised Premises by Lessee, and not to permit any liens or encumbrances to be levied or placed upon the Demised Premises as the result of the operations of Lessee under this Lease.

21. ATTORNEY'S FEES.

The prevailing party in any action or proceeding in court or mutually agreed arbitration proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees and costs from the non-prevailing party.

22. TIME.

Time is and shall be of the essence of this Lease and each of the provisions thereof.

23. MODIFICATION.

This Lease shall not be varied or modified in any way, except by an instrument in writing, executed by the parties hereto.

24. EXISTING CONDITION.

This Lease is made subject to all existing liens, encumbrances, conditions and restrictions of record affecting the Demised Premises and is also subject to all existing rights, rights-of-way, licenses, leases, reservations, and easements by whomsoever held, in and to the Demised Premises which predate this Lease.

25. PARTIAL INVALIDITY/SEVERABILITY.

If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Lease shall remain in full force and effect to the greatest permitted by law and shall in no other way be affected, impaired or invalidated.

26. RELOCATION.

Lessee hereby specifically waives any rights to, and releases Lessor from, any and all claims for relocation benefits and/or relocation payments to which Lessee might otherwise be entitled. Lessee shall hold Lessor harmless from and indemnify Lessor against any and all liability, cost, and expense suffered or incurred by Lessee and arising in connection with any such right or claim asserted by Lessee.

27. CONDEMNATION.

If any part of the Demised Premises shall be condemned for a public use and a part of said Demised Premises remains, which is susceptible of occupation and use as herein authorized, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor; if all of the Demised Premises be condemned or if such part be condemned so that there does not remain a portion susceptible for occupation and use as herein authorized, this Lease shall thereupon terminate. If a part or all of the Demised Premises be condemned, all compensation awarded upon such condemnation, except such compensation as shall be specifically awarded to Lessee for loss of or damages to fixtures owned by Lessee, or business interruption or moving expenses, shall go to Lessor and Lessee shall have no claim thereto and Lessee irrevocably assigns and transfers to Lessor any and all rights to all other compensation or damages to which Lessee may become entitled during the term hereof by reason of said condemnation.

28. SUCCESSION.

Subject to the provisions of section 8 hereof, this Lease and each and all of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

29. ENTIRE AGREEMENT

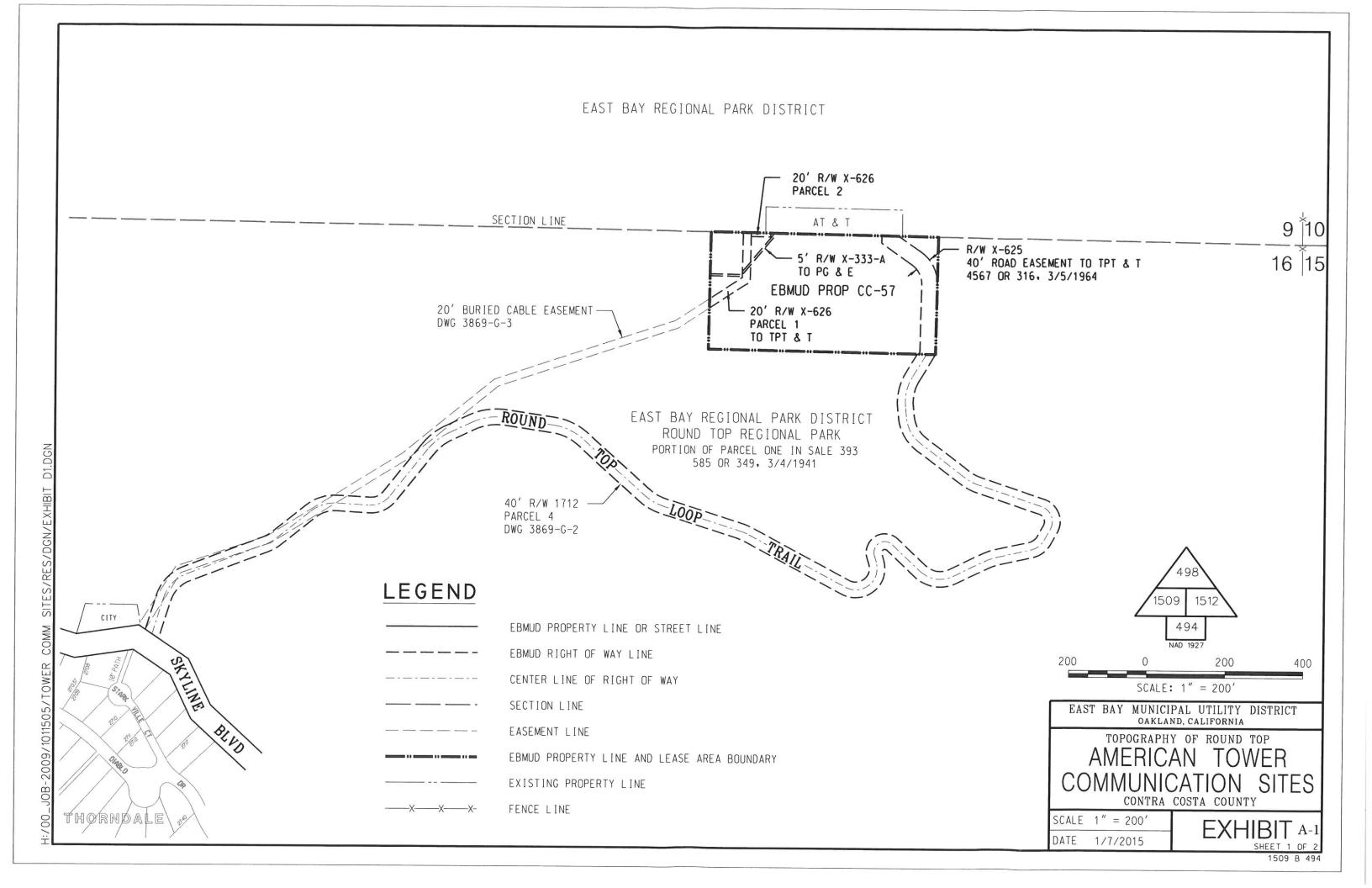
This Lease (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal representations or understandings between the parties

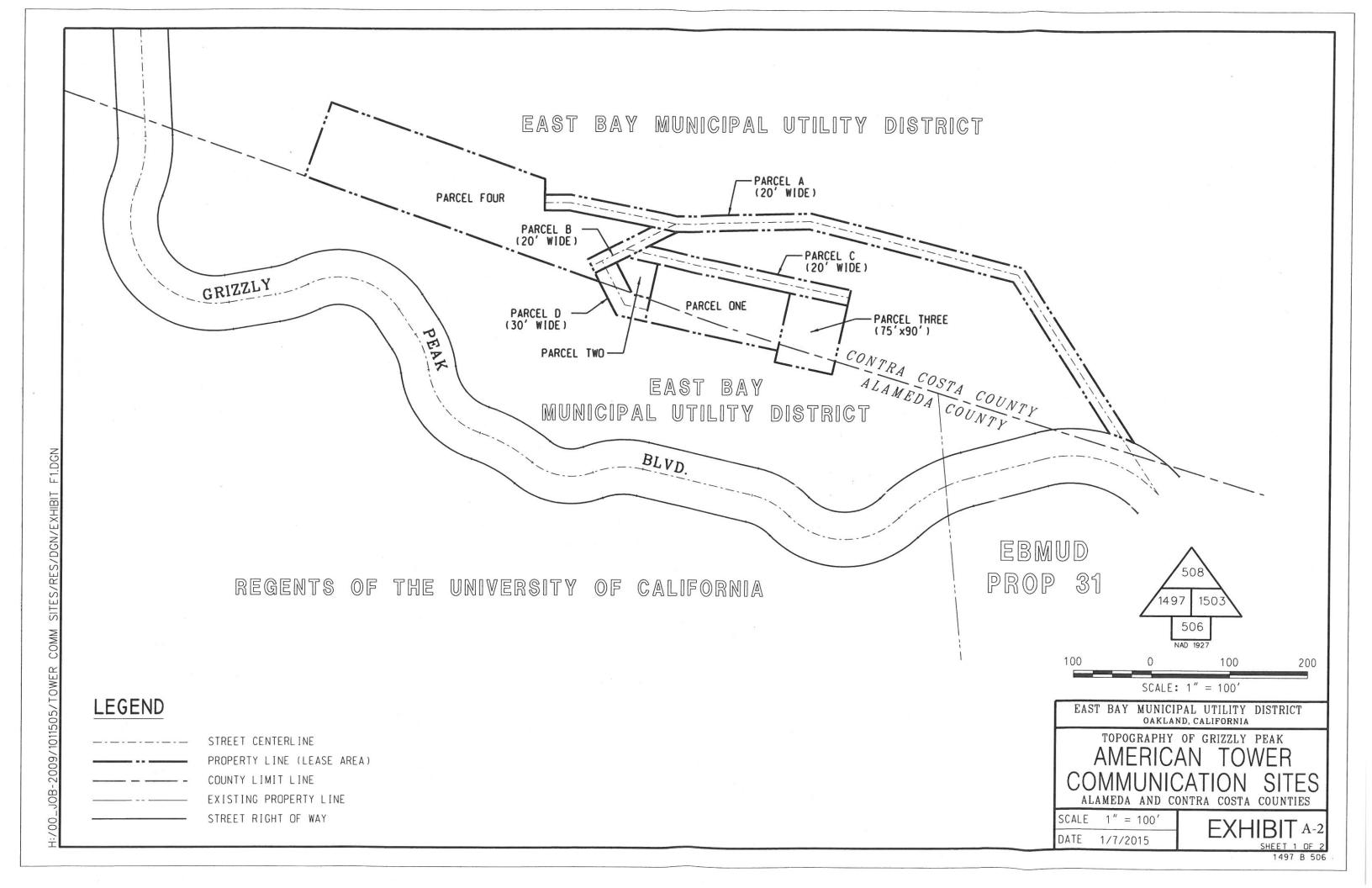
30. CAPTIONS.

The captions or headings of paragraphs of this Lease are provided for convenience only, and shall not be of any force or effect in construing any provision of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, in duplicate, the day and year first above written.

EAST BAY MUNICIPAL UTILITY DISTRICT
By:
Stephen J. Boeri, Manager of Real Estate Services
By:
Lynelle M. Lewis, Secretary of the District
LESSOR
LESSEE
Ву:





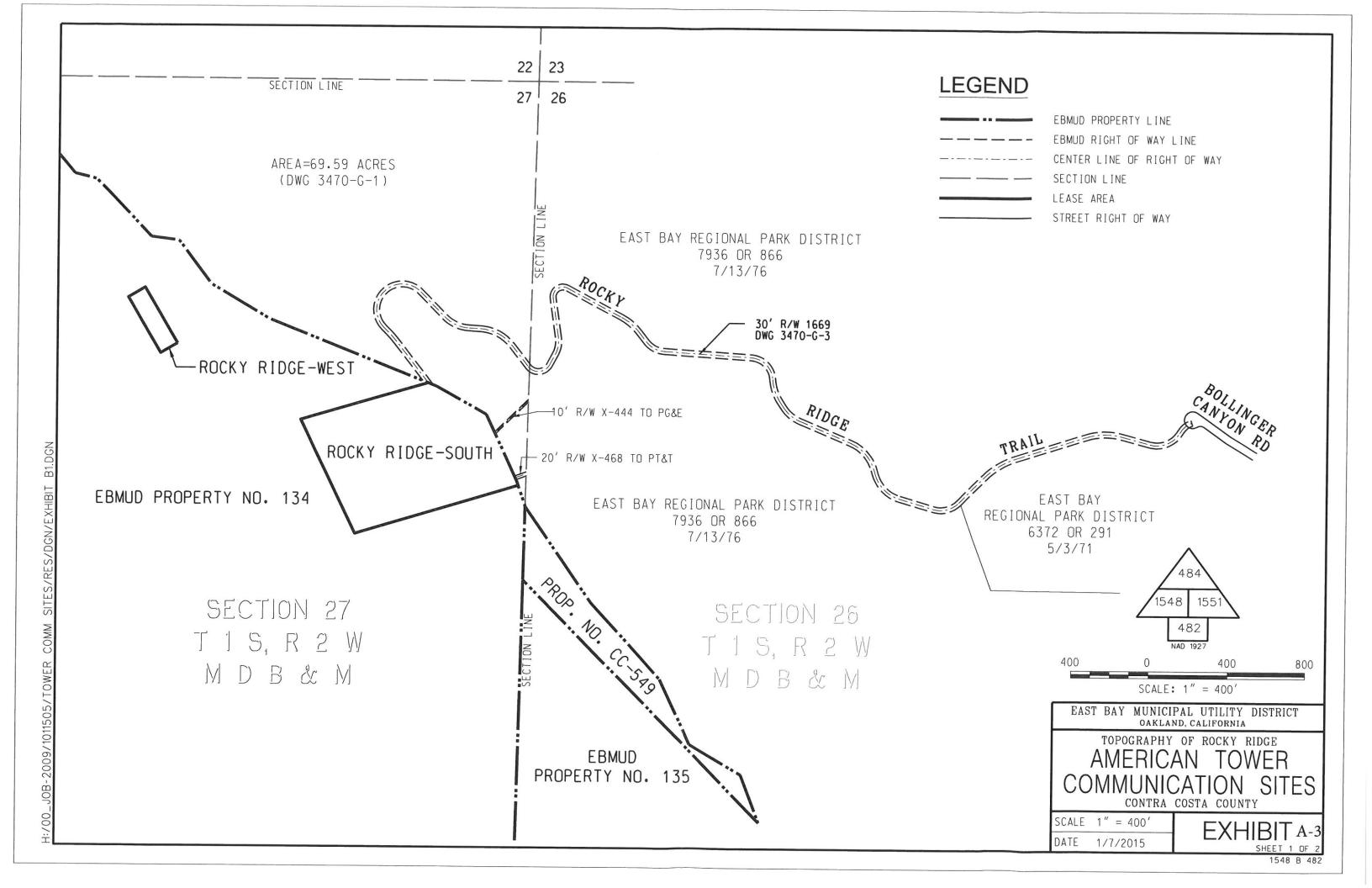


EXHIBIT "B" INSURANCE CERTIFICATES (ATTACHED)



CERTIFICATE OF COMMERCIAL GENERAL, and AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:			Utility District (EBMUD)				
		Department:					
		Street Address: Mailing Address:	375 11 th Street P O Box 24055, MS 903				
		City, State, Zip:		A 94623-1055			
					- FARTHER		
Dis		Contract Number	:				
LOC	CATIO	N AND DESCR	IPTION OF	PROJECT/AGREE	EMENT:		
	ITS O	INSURANCE: (F LIABILITY: MINIMUM)	\$2,000,00	00/Occurrence, Bod	ily Injury, Prop	erty Damage-Genera erty Damage-Auto L	iability
SE	LF IN	SURED RETEN	ITION (\$):	(Auto)	(GL)	(if applicable)	
				Aggregate Limits (AUTO)	(GL)	(if applicable)
INI	CLIDA	NCE COMPAN	V(IES):	(Auto)		(GL)	
		NUMBER(S):	050 852	(Adio)		GL)	
			om: (Aut	(o) GL)	,	To: (Auto)	(GL)
					O ADE INCLI	IDED IN THE DOLLO	SV/IES):
1. 2.	under this agreement. ENDORSEMENT NO						
3.	\boxtimes						
4.	\boxtimes	The policy(ies) is written on an occurrence basis.					
5.	\boxtimes	The policy(ies)	covers Dis	strict's Property in Le	essee's care, o	custody and control.	
6.	\boxtimes	The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.					
7.	\boxtimes	The policy(ies) covers explosion, collapse, and underground hazards.					
8.	\boxtimes	The policy(ies) covers products and completed operations.					
9.	\boxtimes	The policy(ies) covers the use of owned, non-owned and hired automobiles.					
10.		The policy(ies) and/or a separate pollution liability policy shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.					
11.	\boxtimes	The policy(ies)	will not be	canceled nor the a	bove coverage	es/endorsements red	luced without 30 days written notice to
IT I	S HER	REBY CERTIFIE	D that the	District at the addre above policies pro and the insured.	ovide liability	insurance as requi	red by the agreement between the
Si	gned					Firm	
	ddress						
						Phone	

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CERTIFICATE OF POLLUTION LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department: Real Estate Services
Street Address: 375 11th Street
Mailing Address: P O Box 24055, MS #903

		City, State, Zip: Oakland, CA 94623-1055
THE FOLLOWING DESCR	IBED POL	CY HAS BEEN ISSUED TO:
District Contract Number	er:	
Insured:	-	
Address:		
LOCATION AND DESCRI	PTION OF F	PROJECT/AGREEMENT:
TYPE OF INSURANCE:	Pollutio	n Liability (Claims Made Basis)
MINIMUM LIMITS OF LIAE	BILITY:	\$2,000,000 each claim and in the aggregate.
INSURANCE COMPANY:	2 	
POLICY NUMBER:	:	
POLICY TERM:	From:	To:
POLICY TAIL:	From:	To:
		The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above. IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District
		and the Insured.
		Signed: Authorized Signature of Broker, Agent, or Underwriter
Date:		Firm:
		Address:
policies listed herein. Notwith:	standing any	Phone: is not an insurance policy and does not amend, extend, or alter the coverage afforded by the requirement, term or condition of any contract or other document with respect to which this
certificate or verification of ins the terms, exclusions, and cor	urance may b	e issued or may pertain, the insurance afforded by the policies described herein is subject to all



THIS IS TO CERTIFY TO:

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

East Bay Municipal Utility District (EBMUD)

Department: Real Estate Services Street Address: 375 – 11th Street Mailing Address: P.O. Box 24055 City, State, Zip: Oakland, CA 94623-1055 THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO: District Contract Number: Insured: Address: LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT: Workers' Compensation Insurance as required by California State Law. TYPE OF INSURANCE: **INSURANCE COMPANY:** POLICY NUMBER: To: From: **POLICY** TERM: The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above. IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured. Signed: Authorized Signature of Broker, Agent, or Underwriter Firm: Date: Address: Phone:

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ATTACHMENT B CEP FORMS

ATTACHMENT C LIST OF ACCOUNTS

January 5, 2015 10:40 AM

Lease # WE823906 268658 319612 315550 328252	Lease # WE823906 231930 249119 249119 249119 249119 249658 319612 319612 319650 315550 315550 3128252 Receipts	31-DEC-14 Site Number Site Name Vendor Name Vendor Number Calculation Method Vendor AP Balance Billing
Tenants CONTRA COSTA COUNTY CLEAR WIRELESS LLC PACIFIC GAS & ELECTRIC PACITY LLC NEXINAV, LLC Alarmnet, Inc.	Tenant CONTRA COSTA COUNTY GOGO LLC GBS RADIO STATIONS INC. KFRC CBS RADIO STATIONS INC. KFRC CLEAR WIRELESS LLC PACIFIC GAS & ELECTRIC PACIFIC GAS & ELECTRIC PACIFIC GAS & ELECTRIC NEXTRAV, LLC NEXTRAV, LLC Alarmnet, Inc.	00008239 ROCKY RIDGE EAST BAY MUNI UTILITIES DIST 17574 Receipts \$0.00
Purpose TOWER RENT TOWER RENT TOWER RENT TOWER RENT TOWER RENT	Purpose TOWER RENT TOWER RENT BROADCAST RENT CM UTILITIES REIM UTILITIES REIMBUR CM BROADCAST RENT TOWER RENT TOWER RENT TOWER RENT UTILITIES REIMBUR TOWER RENT UTILITIES REIMBUR TOWER RENT UTILITIES REIMBUR TOWER RENT	ST
Billing Date 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14	Billing Date 01-DEC-14 01-DEC-14 01-DEC-14 02-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14 01-DEC-14	Lease Number Orig Comm Date Minimum Rent Index Type Increase % Payment Frequency:
		008239 2 01-DEC-85 \$0.00 Wonthly

YTD Cancellations: Lease # Tenant

Cancellation Effective Date Cancellation Date

9

008237_1 01-DEC-85 \$0.00

Lease # Tenants Purpose WE90344277 BAY ALARM COMPANY TOWER RENT WE823702 BOLINAS BAY COMM TOWER RENT 177904 SPOK, INC. TOWER RENT 175389 T-MOBILE WEST LLC TOWER RENT 198389 UNWIRED LTD TOWER RENT 272841 FISHER WIRELESS SERVIC TOWER RENT	Halling Lease # Tenant Purpose We90344277 BAY ALARM COMPANY TOWER RENT WE90344277 BAY ALARM COMPANY TOWER RENT 17904 SPOK, INC. 175389 T-MOBILE WEST LLC TOWER RENT 198389 UNWIRED LTD TOWER RENT 272841 FISHER WIRELESS SERVICE UTILITIES REIMBUR 272841 FISHER WIRELESS SERVICE TOWER RENT 302771 NEXTNAV, LLC 317730 LAWRENCE LIVERWORE NATI TOWER REIMBUR 317730 LAWRENCE LIVERWORE NATI TOWER REIMBUR Receipts	31-DEC-14 Site Number 00008237 Site Name GRIZZLY PEAK Vendor Name EAST BAY MUNI UTILITIES DIST Vendor Number 17574 Calculation Method Receipts Vendor AP Balance \$0.00
		Lease Number Orig Comm Date Minimum Rent Index Type Increase % Payment Frequency:
		008237_1 01-DEC-85 \$0.00 Monthly

YTD Cancellations: Lease #

Tenant

Cancellation Effective Date Cancellation Date

Report run on: Revenue Share Invoice January 5, 2015 10:40 AM

31-DEC-14
Site Number
Site Name
Vendor Name
Vendor Number
Calculation Method
Vendor AP Balance 00008240
ROUND TOP T1
EAST BAY MUNI UTILITIES DIST
17574
Receipts
\$0.00 Lease Number 008240 2
Orig Comm Date 01-DEC-85
Minimum Rent \$0.00
Index Type
Increase %
Payment Frequency: Monthly 008240 2 01-DEC-85 \$0.00

YTD Cancellations: Lease #

Tenant

Cancellation Effective Date Cancellation Date