

COMMUNICATIONS SITE LICENSE AGREEMENT

This Communications Site License Agreement ("Agreement") is dated as of the ___ day of _____, 2020 (the "Effective Date") by and between the Marin County Office of Education (the "Licensor"), and the Marin Emergency Radio Authority ("MERA" or "Licensee").

WHEREAS, MERA is a joint exercise of powers authority duly organized and operating pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, and pursuant to the Joint Powers Agreement, dated February 28, 1998, by and among the members (the "JPA"); and

WHEREAS, MERA's purpose is to plan, finance, implement, manage, own and operate a multi-jurisdictional and County-wide public safety and emergency radio system (the "Project"); and

WHEREAS, Licensor is the record owner of that certain real property identified as Marin County Assessor Parcel Number 106-110-03, located near 1700 Marshall Petaluma Road, Petaluma, California, and more particularly described in Exhibit "A" hereto ("the Property"); and

WHEREAS, the Licensor and MERA desire to enter into a License Agreement to provide, in part, space for locating a communications site that will become a part of the Project and be located on Licensor owned property described below.

NOW, THEREFORE the parties hereto agree, in consideration of the mutual covenants and obligations, to the terms and conditions hereinafter set forth as follows:

1. Licensed Property.

The Licensor is the owner of the Property. The parties hereto acknowledge that other licenses, leases or easements for communication and other purposes may currently exist on the Property. The Licensor hereby Licenses to MERA and MERA hereby Licenses from the Licensor, space on that portion of the Property depicted in Exhibit "B", together with the easements described hereinafter in paragraph 5 (the "License Space").

2. Use.

A. The Licensor grants to MERA, subject to the rights and privileges of current tenants and other grantees, the right and privilege to use the License Space for any lawful activity in connection with the provision of a public safety, fire protection and emergency radio system, including, the transmission and reception of radio communication signals on various frequencies, the construction, maintenance, and operation of the MERA facilities described below.

B. MERA acknowledges that Licensor may grant rights to others to use the Property; provided, however, that the Licensor agrees not to grant a right to any other party for use of the Property or permit any other party to use the Property if such use would in any way affect or interfere with MERA's use of the License Space, or interfere with MERA's facilities, except for uses permitted under previous licenses, leases or easements on the Property. If MERA determines that interference exists and is within

Licensor's control or caused by Licensor's employees, tenants, licensees, invitees or agents, MERA shall provide notice to Licensor of such interference. After receipt of such notice, if the cause of the interference is within Licensor's direct control, Licensor shall, within twenty-four (24) hours, take all reasonable efforts to cause such interference to cease. If the cause of the interference is within the control of a third-party, such as Licensor's tenants, licensees, invitees or agents, Licensor shall diligently work to identify the source of the interference. In any event, Licensor shall not take longer than seventy-two (72) hours to identify the source of the interference and notify the third party of its obligation to immediately cease said interference. In the event any such interference does not cease within the applicable remediation period, the parties acknowledge that the public may suffer irreparable injury, and therefore, MERA shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference.

C. The Licensor agrees to cooperate with MERA, at MERA's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for MERA's intended use of the License Space.

3. Term and Option to Extend.

A. Commencement Date and Term. Subject to the "Condition Precedent Regarding Environmental Law Compliance" set forth below, the term of this Agreement shall commence on the first day of the first month following MERA's notice to the Licensor that MERA has obtained all approvals necessary for MERA to be legally entitled to construct a facility for providing a public safety and emergency radio system (the "Commencement Date") and continue for a period of five (5) years, except in the case that such approvals are not obtained within five (5) years from the date of approval of this Agreement then this Agreement shall automatically terminate and be deemed null and void. MERA shall be permitted to occupy the License Space and commence construction of the MERA facilities upon receipt of all such approvals. Prior to receipt of all such approvals, and following full execution of this Agreement, MERA shall have the right to enter the License Space for the purpose of making appropriate engineering and surveys, inspections, soil test borings and other reasonable necessary tests.

B. Extension of Agreement. MERA shall have the right to extend the term hereof for four (4) additional five (5) year periods, subject to all of the provisions of this Agreement, provided MERA is not in default hereunder at the time it seeks to exercise the right to extend. MERA shall notify Licensor in writing of its intention to exercise extension rights at least sixty (60) days prior to expiration of the term.

C. Condition Precedent Regarding Environmental Law Compliance. MERA represents, and the Licensor acknowledges, that MERA must comply with and certify various environmental documents under the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000, et seq., prior to approving the Project. It is understood by the parties that MERA's successful compliance with CEQA is a condition precedent to all its obligations under this Agreement. If MERA is unable to comply with CEQA for any reason, including, but not limited to, a court challenge, MERA shall not be obligated under this Agreement in any matter.

4. License Fee Payments.

A. Within 30 days after the date upon which Licensee has completed of construction of the MERA facilities, Licensee shall pay Licensor a one-time administration fee in an amount that shall not exceed the lesser of: (i) the actual costs to Licensor directly related to entering into this Agreement, or (ii) \$50,000.

B. Based upon the following considerations: (i) MERA's status as a joint powers authority dedicated to the furtherance and enhancement of the public safety communications system in Marin County, (ii) Licensor receives significant public health, safety and welfare benefits from the presence of such system on the Property, and (iii) Licensee has agreed to provide electric utility services for Licensor's use, the Licensor has agreed to waive the license fees under this Agreement. If at any time either of the above statements in clause (i) or (ii) of the previous sentence are no longer true, then Licensor shall have the right to negotiate a market rate License Fee for the License Space occupied by MERA.

5. Access and Utility Easements.

A. MERA is hereby given a right-of way, subject to the limitations, restrictions, covenants, conditions, leases, licenses and easements of record, for ingress and egress to the License Space over, upon, and across the Licensor owned property required for the erection, installation, maintenance, replacement and removal of MERA's facilities and related equipment and other necessary appurtenances and for power lines used in connection with MERA's facilities (the "Access Easement"). MERA shall have the right, subject to receiving prior written approval from the Licensor to improve any Access Easement in order to conform the access to the License Space for its necessary and required uses, including the improvement of a common access road ("Common Access Road").

B. MERA shall have the right to enter the Property for the purpose of making necessary inspections and engineering surveys, and other tests reasonably necessary to determine the suitability of the License Space for MERA's facilities and for the purposes of preparing for the construction of the MERA facilities. MERA shall repair any damage to the Property caused by any tests performed and shall return the Property to the condition that existed prior to any tests.

C. MERA shall have access 24-hours, seven days-a-week to the Property for construction, installation, maintenance and repair of the License Space. MERA shall cooperate with, and adhere to, the Licensor's access and security rules designed to promote the security and integrity of the Property wherein the License Space is located; however, the Licensor agrees not to unreasonably restrict entry to the License Space by authorized MERA employees, agents, contractors and sub-contractors.

D. In the event of an emergency that requires the Licensor to conduct emergency repair work within, at, or near the License Space or MERA's antennas, the Licensor agrees to notify MERA immediately and engage MERA personnel in support of the emergency effort.

E. Licensor shall maintain the Common Access Road in good condition. MERA shall pay an annual fee of \$5,000 to Licensor for Licensor's use in maintaining, repairing

and restoring the Common Access Road in a condition that allows MERA to access the License Space.

F. MERA agrees to contribute to the cost of major repair work for, or replacement of, the Common Access Road do to road failure, on an equal basis shared among all parties granted access rights to the Common Access Road. Notwithstanding any maintenance agreement for the Common Access Road, prior to commencing any work for which Licensor will seek contribution pursuant to this paragraph, Licensor must provide a cost estimate for such work along with the calculation for each party's portion. MERA shall have ten (10) business days to review and approve or disapprove said cost estimate and its share of the cost. In the event of a dispute between MERA and Licensor over the cost estimate or its share of the cost, MERA shall provide its own estimate and calculation of its share of the cost within fifteen (15) business days after receipt of Licensor's estimate. In the case of emergency repairs necessary to protect Licensor's property or adjacent property owners, Licensor retains the right to make emergency repairs without MERA consent. For the purposes of this paragraph, "road failure" means conditions that: (i) impede or limit travel or (ii) pose a significant threat to the safety of persons or vehicles traveling on the Common Access Road.

6. Utilities.

A. MERA shall be solely responsible for and promptly pay all charges for propane, gas, telephone service, or any other utility used or consumed by MERA on the License Space, excluding electricity service. In the event that utilities are used or consumed by anyone other than MERA and a shared meter provides such utility service, MERA will pay its prorated share of such utility costs based on MERA's installed equipment. MERA may chose at its discretion and expense to install meters solely for its equipment and pay for its utilities directly; provided, however, that MERA shall have an electrical current meter installed on the Property to service the License Space and the cost of such meter and of such installation shall be paid for by MERA.

B. MERA will, at its own expense, install underground electrical utility service from the PG&E switchgear in the Ranch Corporation Yard to a common connection point in the vicinity of the License Space.

C. Licensor shall apply to PG&E for new or upgraded electric service in the Licensor's name that terminates in the PG&E switchgear in the Ranch Corporation Yard. The electric service shall have sufficient capacity to support anticipated demand by the licensor and the Licensee. The underground electrical utility service infrastructure and equipment installed by MERA as described in this Section 6 shall be owned and maintained by Licensor. Licensor may bill MERA for the electricity consumed by MERA on the License Space, as measured by an electrical current submeter.

D. If Licensor's primary power connection to the Property fails, MERA shall allow Licensor to draw metered power from MERA's electrical utility installation at the License Space. Utility costs will be shared as prescribed in Section A above.

E. MERA may use a backup power generator on the Property and MERA shall provide a connection to Licensor for Licensor's use in the event that MERA determines such use will not materially adversely affect delivery of power to MERA.

7. Holding Over.

Should MERA, with the Licensor's written consent, continue to utilize the License Space or any portion thereof after the expiration of the last five (5) year term, MERA shall continue to do so subject to all terms and conditions of this Agreement.

8. Notice.

All notices or demands are deemed to be given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid United States mail, and addressed, to the respective parties as follows;

LICENSOR:

Marin County Office of Education
1111 Las Gallinas Avenue
San Rafael, CA 94903

LICENSEE:

Marin Emergency Radio Authority
c/o Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94925
Attention: Executive Officer

The address to which any notice or demand may be given to either party may be changed by written notice.

9. Indemnification.

A. With respect to the Property and except for the gross negligence or willful misconduct of the Licensor or its agents, employees or contractors, MERA shall indemnify, hold harmless, and defend the Licensor from any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorneys' fees, which may arise out of the licensed use of the Property by MERA, or MERA's officers, contractors, licensees, agents, employees, guests, invitees, or visitors in or about the License Space. The Licensor shall not be liable for any loss or damage to persons or property sustained by MERA or other persons, which may be caused by theft, or by any act or neglect of any other Licensee, , tenant or occupant of the Property, or by any Third Parties. The indemnity obligations hereunder survive the termination of this Agreement.

B. With respect to the Property and except for the negligence or willful misconduct of MERA or its agents, employees or contractors, the Licensor shall indemnify, hold harmless, and defend MERA from any and all claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorneys' fees, which may arise out of the Licensor's gross negligence or willful misconduct with respect to the Licensor's access, use or occupancy of the Property. MERA shall not be liable for any loss or damage to persons or property sustained by the Licensor or other persons, which may be caused by theft, or by any act

or neglect by any other Licensee, licensee, tenant or occupant of the Property, or by any Third Parties. The indemnity obligations hereunder survive the termination of this Agreement.

10. Taxes.

In the event MERA's presence as a licensee subjects the Property or Licensor to a tax or assessment event, property tax, personal tax, or otherwise, MERA shall pay all taxes and assessments levied upon or by reason of MERA's interest in the License Space herein licensed. All payments of taxes or assessments or both shall be prorated for the initial year and for the year in which the Agreement terminates.

11. MERA's Right to Terminate.

MERA shall have the right to terminate this Agreement at any time upon the occurrence of any of the following events:

(i) Upon providing the Licensor ten (10) months advance written notice;

(ii) Upon revocation, expiration or termination of necessary approvals of any agency, board, court or other governmental authority or third party for the construction and/or operation of the facilities or access thereto or if MERA reasonably determines the cost of obtaining such approval is unfeasible; or,

(iii) If MERA reasonably determines that the License Space is not appropriate under MERA's design or engineering specifications for its operation or that of the public safety and emergency radio system to which the facility belongs.

12. Licensor's Right to Terminate.

Licensor shall have the right to terminate this Agreement at any time upon the occurrence of either of the following:

(i) Failure by MERA to comply with any material term, covenant or condition of this Agreement, if such failure is not cured to the satisfaction of Licensor within thirty (30) days after written notice thereof to MERA, or

(ii) Upon providing MERA ten (10) months advance written notice.

13. Insurance.

During the term of this Agreement MERA shall, at its expense, obtain and keep in force a policy of comprehensive public liability insurance with limits not less than five hundred thousand (\$500,000) dollars per injury and one million (\$1,000,000) dollars per occurrence and a policy of fire insurance sufficient to cover actual replacement cost of its communications facilities without deduction for depreciation (or a "Certificate of Coverage" in the amount of five hundred thousand (\$500,000) dollars to one million (\$1,000,000) dollars from an excess liability pool of California Joint Powers Risk Management Authority).

14. Fixtures.

The Licensor agrees that no part of the improvements constructed, erected or placed by MERA on the License Space shall be considered as being fixed to or a part of the Licensor's real property, it being the specific intention of the Licensor to agree that the communications facilities erected or placed by MERA on the License Space shall be and remain the property of MERA. At the expiration or termination of this Agreement, MERA shall remove, at its sole expense, from the License Space any and all fixtures and improvements of every kind constructed and erected thereon except for underground conduit and foundations.

15. Assignment.

MERA shall not voluntarily or by operation of law assign, transfer, license, or otherwise transfer or encumber all or any part of its interest in this Agreement without the Licensor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, MERA shall have the right to assign this Agreement, or license the License Space to any governmental entity that controls, is controlled by, or is under common control with MERA, or to any governmental entity resulting from merger or consolidation with MERA, provided that such assignee assumes in full all of MERA's obligations under the Agreement and Licensor is a full member of such assigned governmental entity.

16. Hazardous Materials.

MERA understands that the Licensor has undertaken no internal investigation of its files, examination of its employees or testing of the License Space with respect to whether or not the License Space has been used for the generation, storage, treatment or disposal of hazardous materials (as defined in "16 A through 16 E" below) and with the qualification the Licensor represents that it has no present knowledge that the License Space has been so used in connection with hazardous materials.

MERA shall not use, store, or bring onto the Property or License Space, any hazardous materials except in accordance with all federal, state and local laws and regulations. In the event of leakage or spillage from any of MERA's equipment or any vehicle under the control or custody of MERA or any contractor or agent for MERA, MERA shall at its own expense promptly clean the Licensor's Property and License Space to the reasonable satisfaction of the Licensor, the Environmental Protection Agency and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state or local environmental regulations incurred by the Licensor or MERA as a direct consequence of MERA's use of the Property or the License Space shall be borne by MERA, including any fines and judgments levied against the Licensor. MERA agrees that in the event the MERA uses, stores, or brings onto the Property or License Space, any hazardous materials and such act(s) result(s) in damage or injury to the Property or License Space, or to Licensor, Licensor's employees, agents, or contractors, MERA shall at its own expense, indemnify and hold Licensor, or any of Licensor's employees, agents, or contractors harmless as a result of the damage or injury, including without limitation, to promptly clean Licensor's Property to the reasonable satisfaction of Licensor, the Environmental Protection Agency and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state or local environmental regulations incurred as the result of the above

mentioned acts by the MERA shall be borne by the MERA, including any fines and judgments levied against either party.

The Licensor agrees that in the event the Licensor uses, stores, or brings onto the Property or License Space, any hazardous materials and such act(s) result(s) in damage or injury to MERA, or any of MERA's employees, agents, or contractors, the Licensor, shall at its own expense, indemnify and hold MERA, or any of MERA's employees, agents, or contractors harmless as a result of the damage or injury, including without limitation, to promptly clean MERA's License Space to the reasonable satisfaction of MERA, the Environmental Protection Agency and any public body having jurisdiction in the matter. Any expense of required compliance with federal, state or local environmental regulations incurred as the result of the above mentioned acts by the Licensor shall be borne by the Licensor, including any fines and judgments levied against either party.

As used in this section, hazardous materials shall mean:

A. "Hazardous substances" and "pollutants and contaminants" as defined in CERCLA, 42 USC Sections 9601 (14) and (33) and regulations issued pursuant thereto, or their successors;

B. "Extremely hazardous substances, hazardous chemicals" and "toxic chemicals" as defined in the Emergency Planning and Community Right to Know Act, 42 USC Sections 11002 (a), 11021(e), and 11023 (c), and regulations issued pursuant thereto, or their successors;

C. "Hazardous chemicals" within the meaning of OSHA's Hazard Communication Rules, 29 CFR Section 1910.1200, or their successors;

D. Any such materials regulated under state or local environmental laws and regulations similar to the foregoing federal authorities listed in A-C above, or their successors; and

E. Any materials not covered by, or exempted from, the sources listed in paragraphs A-D above or their successors, that may nevertheless pose a threat to the Licensor's function as a public agency or to human health or welfare or to the environment including, without limitation, petroleum, including crude oil or any fraction thereof, and radon.

MERA proposes to use diesel fuel on the Property. In connection with such use MERA shall: (i) install secondary containment measures for any fuel and oil tanks stored on-site, and (ii) provide Licensor with a document that outlines MERA's procedures for the storage and handling of diesel fuel on the Property.

17. Damage or Destruction.

A. If during the term hereof, the License Space or any part thereof or any improvement constructed by MERA on the License Space shall be damaged or destroyed from any cause whatsoever, other than the Licensor's negligence or willful misconduct, MERA shall, at its sole cost and expense, repair, restore or rebuild the same in accordance with its condition prior to such damage or destruction or in accordance with any plans and specifications first approved in writing by the Licensor after receiving all necessary third party approvals. In the event MERA determines it is

commercially infeasible to repair its communications facilities, it may elect to terminate this Agreement upon providing the Licensor thirty (30) days advance written notice of its intention to do so.

B. In the event MERA elects to repair such damage or destruction, MERA shall take all reasonable steps to obtain necessary permits and approvals within a reasonable time. Work shall commence within thirty (30) days after all permits and approvals are obtained and shall be completed with due diligence. All insurance proceeds collected for such damage or destruction shall be applied to the costs of such repairs and if such insurance proceeds shall be insufficient for such purposes, MERA shall make up the deficiency out of its funds. The failure or refusal of MERA to make the repairs or provide notice of its intention to terminate this Agreement as provided for herein shall constitute a default under the covenants and conditions of this Agreement and the Licensor may at its option terminate this Agreement. In the event of any damage or destruction from any cause other than the Licensor's negligence or willful misconduct, MERA shall not be entitled to compensation, damages or rebate in rent for loss of use of the communications facility.

18. Merger.

This Agreement contains all the agreements of the parties hereto and no prior agreements or understandings shall be effective or binding for any purpose.

19. Amendment or Modification.

This Agreement may be amended or modified only by the prior mutual written consent of both parties hereto.

20. Time is of the Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

21. Mediation.

A. Any dispute or claim in law or equity between the Licensor and MERA arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the Superior Court of California, County of Marin, for assignment by the Presiding Judge for mediation. 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. 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.

B. In the event the parties are unable to resolve the matter through mediation, nonbinding arbitration shall be engaged through the offices of the Superior Court of Marin County. The parties may agree in writing to use different rules and/or arbitrators.

22. Removal of Improvements Upon Expiration of Term or Termination of Agreement.

Upon the expiration of the term of this Agreement or its termination as provided for herein by either party, MERA shall remove all improvements constructed, erected or placed by MERA on the License Space at its sole cost and restore the License Space

and the Property to its original condition existing as of the Commencement Date save and except normal wear and tear.

23. Condemnation.

If a condemning authority other than the Licensor takes all of the Licensor's property or a portion sufficient to render the License Space unsuitable for MERA's use, MERA shall terminate the License as of the date when possession is delivered to the condemning authority. In any condemnation proceeding MERA shall be entitled to make a claim against the condemning authority for just compensation including the value of MERA's facilities if not removed, moving expenses, prepaid rent, business dislocation expenses, bonus value of this Agreement and any other amounts recoverable under condemnation law. Sale of all or a portion of the License Space to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

24. Radio Frequency Emission Best Management Practices

A. Licensor shall provide the following radio frequency emission best management practices on the Property:

(i) Post a NOTICE, CAUTION, or WARNING sign, as needed to advise persons when they are entering an area on the Property in which the radio frequency emissions exceed safety standards established by the Federal Communications Commission (FCC).

(ii) Post radio frequency guideline signage, which complies with FCC guidelines, at each access point to the Transmission Site.

(iii) Control access to the License Space in a manner that prevents access by the general public.

(iv) Inspect the Property to ensure compliance with FCC radio frequency emission safety standards after the addition or modification of any equipment on the Property or any other change to the radio frequency environment on the Property.

B. Licensee shall provide Licensor with signage for posting as required above. If licensee adds or modifies any equipment on the License Space, Licensee shall pay for and coordinate any inspection of the Property to ensure compliance with FCC radio frequency emission safety standards as required above. Licensee shall ensure that in the Property, any person accessing an area in which the radio frequency emissions exceed levels considered safe for the general public, as established by the FCC: (1) wears a personal radio frequency exposure monitor; and (2) has completed radio frequency safety awareness training, which includes knowledge of the use of personal protective equipment.

25. Applicable Law.

This Agreement which is governed by the laws of the State of California applies to and binds the successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LICENSOR:

MARIN COUNTY OFFICE OF EDUCATION

_____ Date: _____

_____ Date: _____

LICENSEE:

MARIN EMERGENCY RADIO AUTHORITY

APPROVED AS TO FORM:

Executive Officer

MERA Counsel

Date: _____

EXHIBIT A

Legal Description of the Property

All that certain property located in the County of Marin, State of California described as follows:

PARCEL ONE:

BEGINNING AT A POST AT THE JUNCTION OF FRINK'S CANON WITH THE ARROYO DE SAUSAL OR SAN RAMON CREEK IN THE RANCHO DE RAMON OR SOULAJULE RANCHO, RUNNING THENCE IN A GENERAL SOUTHWESTERLY DIRECTION ALONG THE CENTER OF SAID FRINK'S CANON FOLLOWING THE MEANDERINGS THEREOF AND ALONG THE BOUNDARY OF THE TRACT OF LAND DESCRIBED IN DEED FROM JOHN M. FIORI ET UX, TO SILVIO FIORI, ET AL, RECORDED JUNE 10, 1916 IN BOOK 179 OF OFFICIAL RECORDS AT PAGE 354; TO THE POINT WHERE, AT A DISTANCE OF ABOUT 70 CHAINS IN A STRAIGHT LINE FROM THE POINT OF BEGINNING IT CROSSES THE SOUTHERN BOUNDARY LINE OF THE SAID RANCHO SOULAJULE AS SURVEYED BY R. C. MATTEWSON, RUNNING THENCE ALONG SAID SOUTHERN BOUNDARY LINE SOUTH 50° 31' EAST 8094 FEET, THENCE NORTH 10° 53' EAST 4833 FEET, THENCE NORTH 89° 58' EAST 1320 FEET; THENCE SOUTH 11° 30' WEST 145 FEET; THENCE NORTH 18° 31' EAST 6264 FEET; THENCE NORTH 67° 31' WEST 1930 FEET; THENCE NORTH 88° 54' WEST 550 FEET, THENCE SOUTH 83° WEST 918 FEET, THENCE SOUTH 79° 42' WEST 2758 FEET, AND THENCE NORTH 74° 4' WEST 3170 FEET TO THE CENTER OF SAID ARROYO DE SAUSAL OR SAN RAMON CREEK, AND THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE CENTER OF SAID ARROYO DE SAUSAL AND FOLLOWING THE MEANDERINGS THEREOF TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY AS IS DESCRIBED IN THAT CERTAIN DEED, VINCENT P. BUCKLEY TO ENNIO G. MAGGETTI AND SILVIO J. MAGGETTI, DATED SEPTEMBER 30, 1904 AND RECORDED IN BOOK 89 OF DEEDS AT PAGE 244, MARIN COUNTY RECORDS WHICH SAID DEED IS HEREBY REFERRED TO AND MADE A PART HEREOF.

PARCEL TWO:

FOR THE POINT OF BEGINNING OF THE LINE BOUNDING SUCH PIECE OF PARCEL OF LAND RUNNING MOM THE POINT WHERE THE CENTER LINE OF FRINK'S CANON CROSSES THE SOUTHERN BOUNDARY LINE OF THE RANCHO DE RAMON OR SOULJULE RANCHO, ALONG SAID SOUTHERN BOUNDARY LINE SOUTH 50° 31' EAST 8094 FEET, THENCE NORTH 10° 53' EAST 4833 FEET, THENCE NORTH 89° 58' EAST 1320 FEET, THENCE SOUTH 11° 30' WEST 145

FEET, AND THENCE NORTH 18° 31' EAST 6264 FEET TO THE POINT INTENDED AS AND FOR THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUNNING NORTH 67° 31' WEST 1930 FEET, THENCE EASTERLY ON A STRAIGHT LINE TO A STAKE MARKED "B AND W" AT A CORNER OF FENCE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN, BEING ON THE DIVISION LINE BETWEEN THE LANDS OF VINCENT P. BUCKLEY AND LANDS FORMERLY OWNED BY ONE JOSHUA S. BRACKETT AS SAID LINE WAS ESTABLISHED BY DEEDS BETWEEN J. P. BUCKLEY AND SAID BRACKETT, DATED OCTOBER 9, A.D. 1862 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF MARIN, IN BOOK E OF DEEDS AT PAGE 599, AND IN BOOK E OF DEEDS AT PAGE 601, AND THENCE ALONG SAID LAST NAMED LINE SOUTH 18° 31' WEST 600 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL THREE:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, TOWNSHIP 4 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN, WHICH LIES OUTSIDE OF THE TRACT OF LAND CONVEYED BY SAID VINCENT P. BUCKLEY TO SILVIO J. MAGGETTI AND ENNIO G. MAGGETTI, BY DEED DATED SEPTEMBER 30, A.D. 1904 AND OF RECORD IN SAID COUNTY RECORDER'S OFFICE IN BOOK 89 OF DEEDS AT PAGE 244.

PARCEL FOUR:

LOTS 1, 2, 3, 4 AND 5 OF SECTION 26 AND LOT 1 OF SECTION 35, TOWNSHIP 4, NORTH OF RANGE 9, WEST OF MOUNT DIABLO BASE AND MERIDIAN IN CALIFORNIA, CONTAINING. 155.92 ACRES, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND RETURNED TO THE GENERAL LAND OFFICE OF THE UNITED STATES BY THE SURVEYOR GENERAL, AND BEING AND INCLUDING ALL OF THE LAND DESCRIBED IN THAT CERTAIN PATENT FROM THE UNITED STATES OF AMERICA TO HENRY N. HOWE, DATED DECEMBER 13, 1896 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID MARIN COUNTY IN BOOK B OF PATENTS AT PAGE 82.

BEING THE SAME PROPERTY AS IS DESCRIBED IN THAT CERTAIN DEED, JUANA B. HOWE, FREITAS, ETC., ET AL, TO PIETRO MAGGETTI, DATED NOVEMBER 1, 1897 AND THEREAFTER RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARIN COUNTY ON NOVEMBER 1, 1897 IN BOOK 47 OF DEEDS AT PAGE 310, MARIN COUNTY RECORDS; WHICH SAID DEED IS HEREBY REFERRED TO AND MADE A PART HEREOF.

BEING ONE OF THE SAME 2 TRACTS OF LAND DESCRIBED IN THAT CERTAIN DEED, ROMILDA G. IELMORINI AND HENRY IELMORINI, HER HUSBAND, TO ENNIO G. MAGGETTI, DATED JUNE 9, 1923 AND THEREAFTER RECORDED IN

THE OFFICE OF THE COUNTY RECORDER OF MARIN COUNTY IN BOOK 29 OF OFFICIAL RECORDS AT PAGE 342, MARIN COUNTY RECORDS, WHICH SAID DEED IS HEREBY REFERRED TO AND MADE A PART HEREOF.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT IN PERPETUITY FOR INGRESS AND EGRESS AND UTILITIES OVER THAT CERTAIN REAL PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING DESCRIBED AND DESIGNATED 2 IN THE DEED FROM ARNOLD B. GAMBONINI TO PACIFIC GAS AND ELECTRIC COMPANY RECORDED NOVEMBER 21, 1945 IN THE OFFICE OF THE COUNTY RECORDER OF MARIN COUNTY IN BOOK 496 OF OFFICIAL RECORDS AT PAGE 481; THENCE NORTH 35° 10' EAST, 222.0 FEET TO A POINT IN THE CENTER OF THE TRAVELLED WAY OF COUNTY ROAD NO. 112 FROM MARSHALL TO PETALUMA, THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE CLIFFS ABOVE WALKER CREEK NORTH 37° 50' WEST, 31.0 FEET; NORTH 61° 20' WEST, 12.4 FEET; NORTH 87° 25' WEST, 44.0 FEET; AND NORTH 68° 35' WEST 23.3 FEET TO AN EXISTING FENCE; THENCE ALONG SAID FENCE NORTH 30° 05' EAST, 39.0 FEET TO POINT A; THENCE CONTINUING ALONG SAID FENCE NORTH 30° 05' EAST, 30.0 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY SIDE OF AN EXISTING GARAGE; THENCE ALONG SAID LINE SOUTH 60° 50' EAST, 125 FEET, MORE OR LESS, TO THE CENTER OF COUNTY ROAD NO. 112; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD TO THE POINT OF BEGINNING.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT IN PERPETUITY FOR INGRESS AND EGRESS AND UTILITIES OVER THAT CERTAIN REAL PROPERTY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 24 FEET WIDE LYING 12 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT POINT A AS DESCRIBED ABOVE, THENCE NORTH 58° 35' WEST, 190.5 FEET, THENCE 193.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 400 FEET AND A CENTRAL ANGLE OF 27° 45' THENCE NORTH 86° 20' WEST 89.0 FEET; THENCE 127.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2000 FEET AND A CENTRAL ANGLE OF 3° 40'; THENCE DUE WEST 124.0 FEET; THENCE 129.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 500 FEET AND A CENTRAL ANGLE OF 14° 50'; THENCE NORTH 75° 10' WEST, 77.0 FEET; THENCE 402.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 400 FEET AND A CENTRAL ANGLE OF 57° 40' THENCE NORTH 17° 30' WEST, 161.0 FEET; THENCE 165.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF

9° 30'; THENCE NORTH 27° 00' WEST, 357.0 FEET; THENCE 209.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 800 FEET AND A CENTRAL ANGLE OF 15° 00'; THENCE NORTH 42° 00' WEST, 77.0 FEET; THENCE 83.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 800 FEET AND A CENTRAL ANGLE OF 6° 00'; THENCE NORTH 36° 00' WEST, 33 FEET, MORE OR LESS, TO A POINT IN THE BOUNDARY LINE BETWEEN THE PARCEL OF LAND DESCRIBED IN THE DECREE OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF ARNOLD B. GAMBONINI, RECORDED JUNE 14, 1968, IN BOOK 2218 OF OFFICIAL RECORDS, PAGE 289, AND THE PARCEL OF LAND DESCRIBED IN THE DEED TO SYNANON FOUNDATION, INC., RECORDED JANUARY 13, 1972, IN BOOK 2533 OF OFFICIAL RECORDS, PAGE 408; SAID POINT BEING THE TERMINUS OF THIS DESCRIPTION AND LYING SOUTH 18° 30' EAST, 348 FEET, MORE OR LESS, ALONG SAID BOUNDARY LINE FROM THE END OF THE DESCRIPTION IN THE HEREINBEFORE-MENTIONED DEED TO PACIFIC GAS AND ELECTRIC COMPANY.

APN: 106-110-03, 106-110-04, 106-110-05 and 106-200-08

EXHIBIT B

Depiction of the License Space

Attached Sheet 1 of 1