

This Sublicense Agreement (“Sublicense Agreement”) is entered into as of _____, 2014 between the MARIN EMERGENCY RADIO AUTHORITY (“MERA” or “Sublicensor”) and the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (“GGBHTD,” “District” or “Sublicensee”).

RECITALS

A. MERA entered into a Communications Site License Agreement with the City of San Rafael (“City”) as of February 5, 2001 (the “MERA License Agreement”) under which it licenses space on a portion of certain real property owned by the City and commonly known as Mountain Park Reservation, also identified as Assessor’s Parcel No. 011-051-02, together with certain easements, situated in the City of San Rafael, California and described more particularly in the MERA License Agreement (the “MERA License Space”). MERA has installed certain communications equipment and improvements (the “MERA Facilities”) on the MERA License Space.

B. GGBHTD entered into a Communications Site License Agreement (the “District License Agreement”) with the City, dated November 15, 2013, under which it licenses space on a portion of certain real property commonly known as Mountain Park Reservation, also identified as Assessor’s Parcel No. 011-051-02, together with certain easements, situated in the City of San Rafael, California and described more particularly in the District Communications License Agreement (the “District License Site”). District will install microwave antenna equipment, as described in Exhibit A hereto (the “Sublicensee Equipment”), and associated support equipment on the District License Site.

C. MERA and GGBHTD have determined that the District License Site is located on all or a portion of the MERA License Space and the parties wish to cooperate so that the District may install the Sublicensee Equipment on a portion of the MERA Facilities as depicted on Exhibit B (the “Sublicensed Area”) located on a portion of the MERA License Space.

ARTICLE 1. Grant of Sublicense; Consideration

1.1 Sublicensor grants to Sublicensee a Sublicense to perform the following acts on the Sublicensed Area: install, maintain and operate the Sublicensee Equipment. Sublicensee may not use the Sublicensed Area for any other purpose or business without obtaining Sublicensor’s prior written consent.

1.2 Based upon Sublicensee’s status as a public agency, use of the Sublicensee Equipment for public safety purposes and the City’s waiver of license fees for the MERA License Agreement and the District License Agreement, Sublicensor shall not charge Sublicensee a fee for this Sublicense; provided, however, that if at any time the City requires MERA to make license fee payments pursuant to Section 4 of the MERA License Agreement (the “MERA License Fee”), the Sublicensee shall pay Sublicensor an annual sublicense fee based on the amount of the

MERA License Fee that is proportionate to the number of Sublicensee antennae as compared to the total number of antennae on the MERA License Space.

1.3 In further consideration of the rights hereunder, Sublicensee agrees to cooperate with Sublicensor in permitting Sublicensor to locate communications equipment and improvements on other Sublicensee property for MERA's purposes.

1.4 Except to the extent expressly provided otherwise in this Sublicense Agreement, Sublicensee shall comply with each and every term, condition, covenant, duty and obligation of the MERA License Agreement, including without limitation, Section 17 relating to interference.

ARTICLE 2. Removal or Relocation

2.1 If, at any time during the term of this Sublicense Agreement, it becomes necessary to remove or relocate the MERA Facilities pursuant to the MERA License Agreement, Sublicensee shall at its own cost and expense cooperate with Sublicensor and City to relocate the Sublicensee Equipment.

ARTICLE 3. Utilities

3.1 Sublicensee shall pay Sublicensor \$200 on each July 1, commencing July 1, 2014, for all costs and charges ("Utility Charges") for any electricity or other utility and communication services (the "Utilities") rendered to or used on the Sublicensed Area.

3.2 Notwithstanding Section 3.1 above, in the event that the Utilities rendered to or used on the Sublicensed Area exceeds _____ kilowatt hours in any fiscal year (July 1 through June 30), Sublicensee shall pay Utility Charges in an amount that represents the cost of the Utilities rendered to or used on the Sublicensed Area for each subsequent fiscal year.

ARTICLE 4. Sublicensed Area Provided "AS IS"; No Sublicensor Preparation of Sublicensed Area

4.1 Sublicensee acknowledges and agrees that Sublicensor has made no representations or warranties about the condition of the Sublicensed Area or its suitability for Sublicensee's intended use, and the Sublicensee is accepting the Sublicensed Area in its "AS IS" condition. Sublicensor shall not be responsible for preparation of the Sublicensed Area prior to the Sublicensee's use of the Sublicensed Area or any improvements during the Term. Sublicensee shall furnish at its sole cost and expense all labor, materials, and equipment associated with the installation, maintenance and operation of the Sublicensee Equipment and the use of the Sublicensed Area.

ARTICLE 5. District License Site Rights

5.1 In exercising its rights on the District License Site, Sublicensee shall use reasonable care and shall not unreasonably increase the burden on the MERA License Space.

ARTICLE 6. Sublicense Conditioned by Compliance with Technical Specifications

6.1 Attached as Exhibit C are applicable rules and technical specifications (the “Rules and Technical Specifications”). If Sublicensee engages in any action in violation of these Rules and Technical Specifications, this Sublicense may be immediately revoked by Sublicensor at its sole discretion.

ARTICLE 7. Sublicense Conditioned by Sublicensor’s Use

7.1 Under no circumstances shall Sublicensee engage in any action that interferes in any manner with Sublicensor’s use of the Sublicensed Area. If Sublicensee does so, this Sublicense may be immediately revoked by Sublicensor at its sole discretion. Sublicensor acknowledges that Sublicensee Equipment should not interfere with MERA operations.

ARTICLE 8. Sublicense Nonassignable

8.1 This Sublicense is personal to the Sublicensee and shall not be assigned. Any attempt to assign the Sublicense shall automatically terminate it. No legal title or leasehold interest in the Sublicensed Area or MERA License Space is created or vested in Sublicensee by the grant of this Sublicense.

ARTICLE 9. Term

9.1 The term of this Sublicense shall commence on the later of: (i) the date first written above or (ii) the date of the approval by the City pursuant to Section 2 of the MERA License Agreement for Sublicensor to install, maintain and operate the Sublicensee Equipment on the Sublicensed Area, and such term shall continue for the term of the MERA License Agreement, unless earlier terminated or revoked as provided herein. Sublicensor shall give Sublicensee prompt notice of termination of the MERA License Agreement.

ARTICLE 10. Termination of Occupancy

10.1 Each party shall have the right to terminate this Sublicense Agreement at any time for any reason whatsoever by giving notice, at least 180 days prior to such termination date, to the other party in writing of such terminating party’s intention to terminate.

10.2 After receipt of a notice of termination from Sublicensor, Sublicensee, on or before the effective date of termination specified in that notice, shall remove all of Sublicensee’s personal property from the Sublicensed Area and shall surrender possession of the Sublicensed Area to Sublicensor in good order and repair to the satisfaction of Sublicensor, normal wear and tear excepted.

10.3 All improvements on the Sublicensed Area constructed or installed by Sublicensee shall be undertaken at the sole cost of Sublicensee and shall remain the property of Sublicensee; provided, however, that any improvements that are not removed from the Sublicensed Area at the

expiration of the term, or sooner termination, of this Sublicense, shall become the property of Sublicensor.

ARTICLE 11. Indemnity

11.1 Sublicensee, as a material part of the consideration to be rendered to Sublicensor under this Sublicense Agreement, waives all Sublicensee's claims against Sublicensor and City for damages to all personal property in, on, or about the MERA License Space, and for injuries to persons in or about the MERA License Space, from any cause arising at any time. Further, Sublicensee agrees to hold Sublicensor and City exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) Sublicensee's use of the MERA License Space, or (b) Sublicensee's failure to keep its facilities or the areas of the MERA License Space it enters and surrounding areas clean and in good condition.

11.2 Neither Sublicensor nor City shall be liable to Sublicensee for any damage by or from any act or negligence of any other occupant of the MERA License Space or any occupant of adjoining or contiguous property.

11.3 Sublicensee agrees to pay to Sublicensor, on demand, the cost of all repairs to any private or public property made necessary by any activity of Sublicensee under this Sublicense Agreement, and shall be liable to Sublicensor for all damages proximately resulting from the failure of Sublicensee to well and faithfully observe and perform each and every provision of this Sublicense Agreement.

ARTICLE 12. Hazardous Substances

12.1 Sublicensee shall not permit the use or storage of Hazardous Substances in, on or about the Sublicensed Area. As used herein, the term "Hazardous Substances" shall include, but not be limited to, substances defined as "hazardous substances," or "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 8012, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; and those substances defined as "hazardous waste" in California Health and Safety Code Section 25117; and in the regulations adopted and publications promulgated pursuant to such laws.

ARTICLE 13. Insurance

13.1 Sublicensee further agrees to procure and at all times during the term of this Sublicense Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(a) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location.

(b) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the use of the Sublicensed Area with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage.

(c) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

13.2 The commercial general and automobile liability policies shall contain an endorsement naming the Sublicensor, its officers, employees, agents and volunteers as additional insureds.

13.3 The insurance policies required under this Article 13 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Sublicensor. Any insurance or self-insurance maintained by Sublicensor, its officers, employees, agents or volunteers, shall be in excess of Sublicensee's insurance and shall not contribute with it.

13.4 The insurance policies required under this Article 13 shall not prohibit Sublicensee and Sublicensee's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Sublicensee hereby waives all rights of subrogation against Sublicensor.

13.5 Any deductibles or self-insured retentions must be approved by Sublicensor. At Sublicensor's option, Sublicensee shall either reduce or eliminate the deductibles or self-insured retentions with respect to Sublicensor, or Sublicensee shall procure a bond guaranteeing payment of losses and expenses.

13.6 Sublicensee shall not cancel, reduce or otherwise modify the insurance policies required by this Article 13 during the term of this Sublicense Agreement. The commercial general and automobile liability policies required under this Sublicense Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to Sublicensor. If any insurance policy required under this Article 13 is canceled or reduced in coverage or limits, Sublicensee shall, within two (2) business days of notice from the insurer, phone, fax or notify Sublicensor via certified mail, return receipt requested, of the cancellation of or changes to the policy.

13.7 If Sublicensee does not maintain the policies of insurance required under this Article 13 in full force and effect during the term of this Sublicense Agreement, or in the event any of Sublicensee's policies do not comply with the requirements under this Article 13, Sublicensor may either immediately terminate this Sublicense Agreement or, if insurance is available at a reasonable cost, Sublicensor may, but has no duty to, take out the necessary insurance and pay, at Sublicensee's expense, the premium thereon. Sublicensee shall promptly reimburse Sublicensor for any premium paid by Sublicensor or Sublicensor may withhold amounts sufficient to pay the premiums from payments due to Sublicensee.

13.8 Prior to accessing the Sublicensed Area, Sublicensee shall furnish Sublicensor with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article 13. The endorsements are subject to Sublicensor's

approval. Sublicensee may provide complete, certified copies of all required insurance policies to Sublicensor. Sublicensee shall maintain current endorsements on file with Sublicensor. Sublicensee shall provide proof to Sublicensor that insurance policies expiring during the term of this Sublicense Agreement have been renewed or replaced with other policies providing at least the same coverage. Sublicensee shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

13.9 Procurement of insurance by Sublicensee shall not be construed as a limitation of Sublicensee's liability or as full performance of Sublicensee's duty to indemnify Sublicensor under this Sublicense Agreement.

13.10 Sublicensee shall require each of its subcontractors that perform services under this Sublicense Agreement to maintain insurance coverage that meets all of the requirements of this Article 13.

ARTICLE 14. Attorneys' Fees

14.1 If any legal action or proceeding arising out of or relating to this Sublicense Agreement is brought by either party to this Sublicense Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

ARTICLE 15. Notices

15.1 All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to Sublicensor shall be addressed as follows:

Marin Emergency Radio Authority
c/o Novato Fire Protection District
95 Rowland Way
Novato, CA 94945
Attn: Executive Officer

Notices required to be given to Sublicensee shall be addressed as follows:

Golden Gate Bridge, Highway and Transportation District
P. O. Box 9000 Presidio Station
San Francisco CA 94129-0601
Attention: Norma Jellison

With a copy to:

Hanson Bridgett LLP
425 Market St 26th Flr
San Francisco CA 94105
Attn.: David J. Miller

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

ARTICLE 16. Entire Agreement

16.1 This Agreement constitutes the entire agreement between Sublicensor and Sublicensee relating to the Sublicense. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement is of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Sublicensor and Sublicensee.

ARTICLE 17. Institution of Legal Actions

17.1 In addition to any other rights or remedies, either party may institute legal actions to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Sublicense. Such legal actions must be instituted in the Superior Court of the County of Marin, State of California, or in any other appropriate court in that county.

ARTICLE 18. Applicable Law

18.1 The laws of the State of California shall govern the interpretation and enforcement of this Sublicense.

ARTICLE 19. Time of Essence

19.1 Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Sublicense.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, Sublicensor and Sublicensee have executed this Sublicense as of the date and year first above written.

SUBLICENSOR

MARIN EMERGENCY RADIO AUTHORITY

By: _____

Name: Maureen Cassingham

Title: Executive Officer

SUBLICENSEE

GOLDEN GATE BRIDGE HIGHWAY AND
TRANSPORTATION DISTRICT

By: _____

Name: Denis J. Mulligan

Title: General Manger

Approved as to Form:

Attorney for the District

EXHIBIT A

Sublicensee Equipment

[See attached]

Exhibit B

Sublicensed Area

[See attached]

Exhibit C

Rules and Technical Specifications

[See attached.]