

Montara Water & Sanitary District

Serving the Communities of Montara and Moss Beach

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AGENDA

Regular Meeting

District Board of Directors

8888 Cabrillo Highway

Montara, California 94037

September 4, 2014 at 7:30 p.m.

(Regular Meeting)

CALL TO ORDER

ROLL CALL

PRESIDENT'S STATEMENT

ORAL COMMENTS (Items other than those on the agenda)

PUBLIC HEARING

1. Review and Possible Action Regarding STC Five Lease Renewal for Mobile Wireless Communications Equipment.

CONSENT AGENDA

1. Approve Financial Statements for July 2014.
2. Approve Warrants for September 1, 2014.
3. SAM Flow Report for July 2014.
4. Monthly Review of Current Investment Portfolio.
5. Connection Permit Applications Received.
6. Monthly Water Production Report for July 2014.

7. Rain Report.
8. Solar Energy Report.

OLD BUSINESS

NEW BUSINESS

1. Review and Possible Action Concerning Revision of Standard Sewer Specifications.
2. Review and Possible Action Concerning Sewer System Management Plan.
3. Review and Possible Action Concerning CCWD Draft Environmental Impact Report for Denniston/San Vicente Water Supply Project.

REPORTS

1. Sewer Authority Mid-Coastside Meetings (Harvey)
2. MidCoast Community Council Meeting (Slater-Carter)
3. CSDA Report (Slater-Carter)
4. CCWD, NCCWD Committee Report (Harvey, Huber)
5. Attorney's Report (Schricker)
6. Directors' Reports
7. General Manager's Report (Heldmaier)

FUTURE AGENDAS

ADJOURNMENT

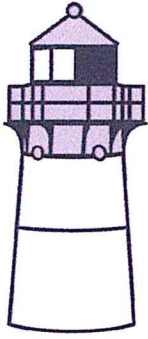
PARTICIPATION BY TELECONFERENCE

The following Directors will participate by teleconference in all or a portion of the meeting of the Board from the following locations:

Director Bill Huber - 15020 Leasowe Lane, Guerneville, CA 95446

The District has a curfew of 11:00 p.m. for all meetings. The meeting may be extended for one hour by vote of the Board.

NOTE: In accordance with the Government Code, members of the public may address the Board on specific agenda items when that matter is discussed by the Board. Any other items of interest that is within the subject matter jurisdiction of the District may be addressed during the Oral Comments portion of the meeting. Upon request, this agenda will be made available in appropriate alternative formats to persons with a disability. Request for a disability-related modification or an accommodation in order to participate in the public meeting should be made at (650) 728-3545. Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available in the District Clerk's office during normal business hours. Such documents may also be available on the District's web site (www.mwsd.montara.org) subject to staff's ability to post the documents before the meeting.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A blue ink handwritten signature, appearing to be 'C. Heldmaier', written in a cursive style.

**SUBJECT: Review and Possible Action Regarding STC Five
Lease Renewal for Mobile Wireless
Communications Equipment.**

AT&T cell sites are managed by Crown Castle who works with STC Five LLC to lease cell sites. STC Five LLC's existing ground lease expires in 2018. The company would like to extend the lease to 2024. In order to comply with legal requirements, the lease must be restated and amended, with a commencement date of June 1, 2014. As consideration for extending the agreement a \$5,000 bonus payment to the District was negotiated.

The Amended/Restated Lease Agreement has been reviewed and approved by District Counsel.

A Notice of Public Hearing on the lease was published twice in the Half Moon Bay Review in advance of this public hearing.

RECOMMENDATION:

Open the public hearing, hear relevant testimony, close the public hearing and adopt the Resolution approving the Amended and Restated Wireless Communications Site Lease Agreement

Attachments

RESOLUTION NO. _____

RESOLUTION FINDING THAT CERTAIN DISTRICT PROPERTY IS NOT NEEDED FOR IMMEDIATE DISTRICT PURPOSES; THAT USE THEREOF UNDER A PROPOSED AMENDED AND RESTATED LEASE WITH A TERM NOT EXCEEDING TEN YEARS IS COMPATIBLE WITH DISTRICT USES; THAT SAID LEASE WILL BE OF PUBLIC BENEFIT; APPROVING SAID LEASE AND MEMORANDUM THEREOF AND AUTHORIZING AND DIRECTING EXECUTION OF SAID LEASE AND MEMORANDUM

(Communications Facility Site – STC FIVE LLC)

WHEREAS, an amended and restated lease agreement by and between this District, as Lessor, and STC FIVE LLC, a Delaware limited liability company, by and through Global Signal Acquisitions III LLC, a Delaware limited liability company, its attorney in fact, as Lessee, providing for the continued use of a portion of this District's property located at 8888 Cabrillo Highway, Montara, California, for the operation, repair, modification and maintenance of wireless electronic communications facilities ("Amended/Restated Lease") has been presented to this Board for consideration; and

WHEREAS, the Amended/Restated Lease shall, as of its effective date (June 1, 2014), terminate a prior lease agreement between the parties dated as of June 1, 2008; and

WHEREAS, the term of the Amended/Restated Lease does not exceed ten years; and

WHEREAS, pursuant to the provisions of Health & Safety Code Section 6514.1(e), a duly noticed public hearing was held on September 4, 2014, by this Board on the question of approval of the Amended/Restated Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT, a public agency in the County of San Mateo, California, as follows:

1. This Board hereby finds and determines as follows:

(a) The District is authorized and empowered to lease its property pursuant to Health and Safety Code Section 6514.1 and Water Code Section 31041;

RESOLUTION FINDING THAT CERTAIN DISTRICT PROPERTY IS NOT NEEDED FOR IMMEDIATE DISTRICT PURPOSES; THAT USE THEREOF UNDER A PROPOSED AMENDED AND RESTATED LEASE WITH A TERM NOT EXCEEDING TEN YEARS IS COMPATIBLE WITH DISTRICT USES; THAT SAID LEASE WILL BE OF PUBLIC BENEFIT; APPROVING SAID LEASE AND MEMORANDUM THEREOF AND AUTHORIZING AND DIRECTING EXECUTION OF SAID LEASE AND MEMORANDUM

(Communications Facility Site – STC FIVE LLC)

(b) That portion of the District's property proposed to be leased pursuant to the Amended/Restated Lease is currently not used by the District and is not needed for District purposes;

(c) The term of the Amended/Restated Lease will not exceed ten years;

(d) Use of the District property permitted under the Amended/Restated Lease is compatible with District purposes because it will not interfere with the use of District property in the vicinity of the leased premises, nor detract from, nor interfere with, District operations and activities;

(e) Use of the leased premises under the Amended/Restated Lease will result in public benefit because the rental payable thereunder will provide revenues to the District for the operation and maintenance of its water and sanitary sewerage systems, including the latter's collection and transmission facilities, and the District's obligations to Sewer Authority Mid-Coastside, which provides treatment and disposal services for the District;

(f) The District is the "lead agency" under the California Environmental Quality Act (Pub. Resources Code §21000, et seq; "CEQA") for environmental review of the project, which is comprised of the continued leasing of existing wireless communication facilities described in the Amended/Restated Lease;

(g) Environmental review of the project has been completed pursuant to CEQA including, without limitation, preliminary review in accordance with Title 14, Section 15060, California Code of Regulations;

(h) The project consists of the continued leasing of public land and existing public and private structures and facilities, involves no expansion of use beyond

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(Communications Facility Site – STC FIVE LLC)

that existing at the time of this Board's determination and therefore is categorically exempt from CEQA (14 CCR §15301);

(i) Pursuant to Health & Safety Code Section 6514.1(e), on September 4, 2014, a duly noticed public hearing was held on the question of leasing the leased premises in accordance with the terms and conditions of the Amended/Restated Lease, at which hearing all persons interested were heard, or were provided the opportunity to be heard.

2. That certain lease agreement entitled, "Amended and Restated Wireless Communications Site Lease Agreement," by and between the Montara Water and Sanitary District, a public corporation in the County of San Mateo, California, as Lessor, and STC FIVE LLC, a Delaware limited liability company, by and through Global Signal Acquisitions III LLC, a Delaware limited liability company, its attorney in fact, as Lessee, providing for the leasing of a portion of District property for the operation of wireless electronics communications facilities for a term not exceeding ten years, a copy of which lease agreement is on file in the District Administrative Offices, to which copy reference is hereby made for the full particulars thereof, is hereby approved, and the President and Secretary are hereby authorized and directed to execute and to countersign, respectively, said lease agreement for and on behalf of the Montara Water and Sanitary District.

3. That certain memorandum of the aforesaid lease agreement entitled, "Memorandum of Amended and Restated Wireless Communications Site Lease Agreement," by and between the Montara Water and Sanitary District, a public corporation of the State of California, and STC FIVE LLC, a Delaware limited

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(Communications Facility Site – STC FIVE LLC)

liability company, by and through Global Signal Acquisitions III LLC, a Delaware limited liability company, its attorney in fact, a copy of which memorandum is on file in the District Administrative Offices, to which copy reference is hereby made for the full particulars thereof, is hereby approved and the President and Secretary are hereby authorized and directed to execute and to countersign, respectively, said memorandum for and on behalf of the Montara Water and Sanitary District.

4. This resolution shall be effective upon its adoption and operative retroactively from and after June 1, 2014

* * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the Board of the Montara Water and Sanitary District, San Mateo County, California, at a Regular meeting thereof held on the 1st day of May 2008, by the following vote:

Ayes, Directors:

Noes, Directors:

Absent, Directors:

Secretary, Montara Water and Sanitary District

Approved:

President, Montara Water and Sanitary District Board

**NOTICE OF PUBLIC HEARING
MONTARA WATER AND SANITARY DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of the Montara Water and Sanitary District will hold a public hearing on the question of renewing a lease with STC Five LLC for a portion of District property located at the site of the District's Administrative Offices, 8888 Cabrillo Highway, Montara, California for the continued operation and maintenance of mobile wireless communications equipment together with a portion of the interior of the garage structure on the site for related equipment storage. In granting the lease, the District Board must find that the proposed continued use of the leased property will be compatible with the District's uses of the property, that the lease will be of public benefit and that the term of the lease shall not exceed ten (10) years.

NOTICE IS HEREBY FURTHER GIVEN that the aforesaid hearing will be held at the following location and at the time and on the date hereinafter specified:

Location: Administrative Offices
 Montara Water and Sanitary District
 8888 Cabrillo Highway (State Route 1)
 Montara, CA
Date: September 4, 2014
Time: 7:30 p.m., or as soon thereafter as the matter may be heard.

Dated: August 25, 2014

/s/
Clemens Heldmaier, General Manager

AMENDED AND RESTATED
WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

This AMENDED AND RESTATED WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2014 ("Effective Date") by and between the MONTARA WATER AND SANITARY DISTRICT, a public corporation of the State of California ("Lessor"), and STC FIVE LLC, a Delaware limited liability company, by and through Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

Recitals

WHEREAS, Lessor and Lessee entered into a Wireless Communications Site Lease Agreement ("Original Agreement") dated June 1, 2008, whereby Lessee leased certain real property, together with access and utility easements, located in San Mateo County, California from Lessor (the "Leased Premises"), all located within certain real property owned by Lessor; and

WHEREAS, STC Five LLC is currently the Lessee under the Original Agreement; and

WHEREAS, Lessor and Lessee desire to renew the term of the Original Agreement and make other amendments thereto using an updated model template in this form.

NOW THEREFORE, in consideration of the facts recited above and the covenants, conditions and terms set forth below, Lessor and Lessee hereby agree as follows:

1. Description of Leased Premises; Lease.

1.1 Lessor's Property. Lessor is the record owner of certain real property as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Lessor's Property").

1.2 Leased Premises. The premises leased hereunder are situated within Lessor's Property as described and/or depicted in Exhibit "B" attached hereto and incorporated herein by this reference (the "Leased Premises"). The Leased Premises includes real property, approximately one hundred (100) square feet in area, upon which a communications tower structure is located attached to which are certain communication facilities owned and operated by Lessee pursuant to the Original Agreement (the "Tower Site") and that area within the three (3) bay garage located on Lessor's property consisting of approximately two hundred ninety (290) square feet on the southerly side of the garage (the "Garage Site") containing additional communication facilities installed or constructed by Lessee under the Original Agreement. Lessor and Lessee shall each have access through separate "caged" areas to their respective areas within the garage to provide for their exclusive occupancy of their respective areas. The Tower Site and Garage Site are described and/or depicted in Exhibit "B."

1.3 Lessor, for and in consideration of the rental payments provided for herein and of the mutual agreements, terms and covenants, and subject to conditions herein contained, does hereby lease, let, and demise to Lessee, and Lessee does hereby lease, let, and take from Lessor, the Leased Premises.

2. **Term.** The initial term of this Agreement shall be for five (5) years, commencing on June 1, 2014 and ending on May 31, 2019 (the "Initial Term"), with the right of Lessee to extend the Agreement for one (1) additional renewal term of five (5) years ("Renewal Term"), with the Renewal Term expiring on May 31, 2024. The Initial Term and Renewal Term are referred to collectively herein as the "Lease Term." The Initial Term shall automatically be extended for the Renewal Term upon the expiration of the Initial Term, unless this Agreement is terminated pursuant to the provisions set forth herein.

3. **Permitted Use.** Lessee shall have the right to maintain, operate, improve, modify and repair on the Leased Premises a communications facility, including radio receivers, transmitters, equipment shelters, cabinets, cables, cable trays, utility lines, location-based systems, towers, bases for towers, antennas microwave dishes, related electronic equipment and associated personal property (collectively, "Improvements"). In connection therewith, Lessee shall have the right to do all work necessary to prepare, maintain and alter the Leased Premises for Lessee's business operations and to install and maintain transmission lines connecting the antennas to the transmitters and receivers and utility connections between the Leased Premises and the nearest appropriate utilities provider in accordance with the terms of this Agreement. All of Lessee's construction, installation, operation, maintenance and repair work shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner. This Agreement shall not relieve Lessee from the requirement to obtain, at its expense, any land use permits or other approvals for the property and operation of the communications facility. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Leased Premises for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessor agrees to be a named applicant or co-applicant on such documents in furtherance of the uses permitted hereunder if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

4. **Co-Location by Lessor.** Lessee hereby acknowledges that Lessor may enter into a lease or leases or grant other entitlements with or to other business enterprises or governmental agencies (collectively, "Other Tenants") for use of Lessor's Property, including space inside Lessor's garage, for uses similar to Lessee's hereunder; provided, that such additional use or uses shall not conflict or interfere with Lessee's permitted use of the Leased Premises.

5. **Rent.**

5.1 Upon the Effective Date, Lessee shall pay Lessor rent in the amount of Thirty-One Thousand Nine Hundred Seventy-Four and 24/100 dollars (\$31,974.24) per year, payable in equal monthly installments of Two Thousand Six Hundred Sixty-Four and 52/100 dollars (\$2,664.52) in advance on or before the first day of each month ("Rent").

5.2 Commencing on the first anniversary of the Effective Date and on the anniversary of that date each year thereafter (the "Adjustment Date"), the annual rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers (1982-1984 = 100), San Francisco-Oakland-San Jose, California area ("CPI-U Indicator") and the new annual rent shall be determined by dividing the CPI-U

Indicator, published two (2) months prior to the applicable Adjustment Date, by the CPI-U Indicator published one (1) year and two (2) months (i.e., 14 months total) prior to the applicable Adjustment Date, and multiplying the resultant number by the annual lease rental amount of the most recent rent. In no event shall the increase in rent calculated for any one (1) year period exceed seven percent (7%) of the most recent past rent.

5.3 Lessee will pay to Lessor a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this Agreement, within sixty (60) days of the full execution of this Agreement (the "Conditional Signing Bonus"). In the event that this Agreement (and any applicable memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

6. **Non-Interference.** To the extent within Lessor's control, Lessor shall not use, allow or permit Lessor's Property to be used in any manner which will limit, impair or restrict the use or operation of Lessee's communications facilities on the Leased Premises or allow any use which could cause any destructive or conflicting interference with Lessee's communications facilities on the Leased Premises. Lessor shall not permit any radio transmitter or other communication equipment, antennas, microwave dishes or other radio wave emitting devices to be located on Lessor's Property unless Lessee first approves in writing a frequency compatibility study prepared by a mutually agreed-upon competent electrical engineer who certifies to Lessee that no harmful interference with Lessee's communications facility on the Leased Premises will result from such transmitter, equipment, antennas, dishes or other devices. Notwithstanding any such certification, if any harmful interference with Lessee's communications facility on the Leased Premises results from the operation of such transmitters, equipment, antennas, dishes or other devices, then, to the extent under Lessor's control, Lessor shall immediately cause such operations to cease until such interference is eliminated. In no event shall Lessee permit any use hereunder which unreasonably interferes in any way with the use and operation of Lessor's facilities located on or in the vicinity of the Leased Premises or elsewhere on Lessor's Property, except as expressly authorized by this Agreement. All operations of Lessee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements.

7. **Lessee Improvements, Utilities and Access.**

7.1 **Lessee Improvements.**

7.1.1 Lessee shall have the right to expand, repair, replace, change, move, modify, develop, improve and/or alter Lessee's Improvements at any time during the Term of this Agreement without Lessor's prior consent, except that Lessee shall not substantially alter the physical appearance, location or structural condition of the Improvements without Lessor's prior written approval, which approval shall not unreasonably be withheld

7.1.2 Lessee shall keep and maintain the Leased Premises in a safe, reasonably clean and neat condition and free of all debris, offensive materials or materials that, independently or in conjunction with other materials or conditions, create a nuisance upon or within the Leased Premises or Lessor's Property.

7.1.3. It is the intent of the Parties that Lessee's wireless communications facility shall not constitute a fixture.

7.1.4 Upon expiration of the Lease Term or upon earlier termination of this Agreement, Lessee shall, within a reasonable time, remove all components of the Improvements located on or in the Tower Site and the Garage Site and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants that have been removed or to alter the then existing grading, or to remove underground facilities within the Easements. Removal of the Improvements shall be effected without damage to the Garage Site and Lessee shall remove all posts, dividers, or other structures or obstructions that are components of the Improvements which could restrict Lessor's use of the garage, except such structures that are necessary for structural integrity. All openings for conduits or other devices appurtenant to the components of the Improvements that are inside the garage shall be properly patched or otherwise closed in accordance with Lessor's reasonable requirements.

7.2 Easements. Conditioned upon and subject to commencement of the Lease Term, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an exclusive easement on and to the Tower Site for the construction, operation, repair, maintenance, replacement, demolition and removal of the Improvements, (ii) a non-exclusive easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a non-exclusive easement for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrian and of motor vehicle access to the Leased Premises; (iv) a non-exclusive easement of access and utility easement located as depicted in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes (collectively, the "Easements"); provided, that in the event that any public utility is unable or unwilling to use said utility easement as so located, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee, the public utility and Lessor, the acceptability of which location shall not unreasonably be withheld by the Parties. The term of each of the aforesaid easements shall be coextensive with the Lease Term but shall also extend thereafter for a reasonable period of time for Lessee to remove the Improvements.

7.3 Access. Lessor shall maintain the non-exclusive access road to the Leased Premises and Lessee shall repair any damage to the access road caused by Lessee, other than normal wear and tear.

8. Lessee's Right to Terminate; Effect of Termination by Lessee.

8.1 Early Termination by Lessee. Lessee shall have the right to terminate this Agreement at any time during the Lease Term without cause by providing Lessor with not less than one (1) year's prior written notice ("notice of Termination"); provided, that the effective date of termination shall be one (1) year from the first day of the month next following the date of the Notice of Termination unless said notice is given upon the first of the month, in which case the effective date of termination shall be one (1) year from said date. Upon such termination, this Agreement shall become null and void and neither Party shall have any further rights or duties hereunder, except that any monies owed by either Party to the other, including, without limitation, rental installments up to the date of termination, shall be paid within thirty (30) days of the termination date and except for the survivability of the obligations under Section 12.5 of this Agreement.

8.2 Termination Fee. If at any time prior to May 31, 2024: (a) Lessee exercises any of Lessee's rights to terminate the Agreement, or (b) Lessee elects not to renew the Agreement, Lessee shall pay a termination fee ("Termination Fee") equal to the amount of Rent that Lessee would have owed

to Lessor under the Agreement, as amended, between the date of such early termination or election not to renew, as the case may be, and May 31, 2024. The Termination Fee will be due and payable in the same manner and on the same dates as set forth in the Agreement. Notwithstanding the foregoing, Lessee will be released from any and all of its obligations under the Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Lessee terminates the Agreement due to a Lessor default.

9. Default.

9.1 Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the “Defaulting Party”) with regard to any of the provisions of this Agreement or Lessor’s or Lessee’s obligations under this Agreement, the other Party (the “Non-Defaulting Party”) shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30)-day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party shall not commence any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

9.2 Consequences of Lessee’s Default. Lessor acknowledged that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one (1) year’s notice. Accordingly, in the event that Lessor commences any action or effects any remedies for default against Lessee resulting in Lessee’s dispossession or removal: (i) Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any damages, as liquidated, final damages, the Termination Fee provided under Section 8.2. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages arising out of any default.

9.3 Consequences of Lessor’s Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate this Agreement, vacate the Leased Premises and thereupon be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) sue for injunctive relief, and/or sue for specific performance, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

10. Casualty and Condemnation.

10.1 In case of damage to or destruction of Lessor’s Property by fire or other casualty that renders the Improvements inoperable or unusable, Lessor shall, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage with reasonable speed and diligence, and Lessee may immediately erect on Lessor’s Property or a portion of Lessor’s Property temporary facilities and equipment while Lessor makes repairs to Lessor’s Property and so long as the temporary facilities and equipment and associated work do not interfere with Lessor’s own restoration. If Lessee or any of its sublessees or licensees cannot operate their equipment and facilities in a manner satisfactory to Lessee or its sublessees or licensees, or if the Leased Premises are not tenantable for any

reason, the Rent under this Agreement shall be abated from the date of the occurrence of such damage or destruction until the Leased Premises can again be used for Lessee's intended purposes. In the event the damage is so extensive that Lessor decides, in its reasonable discretion, not to repair or rebuild Lessor's Property, or if the casualty is not of a type insured against under standard fire policies with extended type coverage, this Agreement shall be terminated as of the date of such casualty, and the Rent (taking into account any abatement as aforesaid) shall be adjusted to the termination date and Lessee shall thereupon promptly vacate the Leased Premises.

10.2 If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises and easements, Lessor shall notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee shall have the option to: (i) declare this Agreement null and void and thereafter neither Party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

11. Taxes. Lessee shall pay any personal property tax, real property tax, possessory interest tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to the leasehold estate, presence or installation of Lessee's Improvements. Lessor hereby grants to Lessee the right (with written notice to Lessor complying with Section 17 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, any personal property tax, real property tax, possessory interest tax or other fee or assessment that may affect Lessee. If Lessor receives notice of any personal property or real property tax, possessory interest tax or assessment against Lessor, which may affect Lessee and is directly or indirectly attributable to Lessee's occupancy of the Leased Premises or the Improvements, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment. Such notice must comply with Section 17 below. Pursuant California Revenue and Taxation Code Section 107.6, Lessee hereby acknowledges that its interest in the Leased Premises may be subject to payment of property taxes levied on the interest.

12. Insurance, Subrogation and Indemnification.

12.1 Coverage. Lessee, at Lessee's sole cost and expense, shall acquire and maintain in full force and effect throughout the Lease Term a policy or policies of commercial general liability insurance from a company or companies admitted in the State of California, with a minimum rating by A. M. Best & Co. of A-VII, with minimum coverage for Lessee's operations and occupancy hereunder (whether conducted in, upon, on, or over the Leased Premises, or at or about any other place at Lessor's Property pursuant to this Agreement) in the form of a "combined single limit" policy providing not less than Three Million Dollars (\$3,000,000.00) coverage for personal injury (including loss of life) and property damage (including loss of use thereof) per occurrence. Lessee shall also, at Lessee's sole cost and expense, acquire and maintain in full force and effect throughout the Lease Term, a policy of Workers' Compensation Insurance in an amount not less than the California statutory requirements, covering Lessee's employees for any work or activities conducted by them on the Leased Premises.

12.2 Proof of Insurance. Lessee shall provide evidence of such insurance to Lessor annually upon Lessor's written request. Such evidence shall show Lessor to be an additional insured. Lessee or Lessee's insurer shall provide not less than fifteen (15) days' advance written notice to Lessor, in the event the coverage is reduced or the policy cancelled before its expiration, except for non-payment of premium of such policies.

12.3 No Limitation on Indemnity. The provision of insurance under this Agreement shall not be construed as a limitation in any respect upon either Party's obligation of indemnity.

12.4 Waiver of Claims and Rights of Subrogation. The Parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, irrespective of whether, or in what amount, such insurance is carried by the Parties. Similarly, the Parties hereby waive any and all rights of action for negligence against the other on account of personal injuries covered by Workers' Compensation Insurance, irrespective of whether, or in what amount, Workers' Compensation Insurance is carried by the Parties. All policies of property insurance carried by either Party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other Party to the extent rights have been waived by the insured before the occurrence of injury or loss. All policies of Workers' Compensation Insurance carried by either Party for their respective employees shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other to the extent rights have been waived by the insured before the occurrence of injury or loss.

12.5 Each Party shall indemnify and defend the other Party against, and hold the other Party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying Party, its governing body, officers, employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other Party, its employees, contractors, servants or agents.

13. Removal of Obstructions. Upon prior written notice to Lessor, Lessee, at Lessee's sole cost, may remove obstructions from Lessor's Property that interfere with Lessee's use of the Leased Premises or Easements; including, but not limited to, vegetation, which encroaches upon, interferes with, or presents a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall comply with such reasonable requirements that Lessor may specify with regard to the removal of such obstructions, including without limitation, the selection of an arborist or other expert professional service provider, to ensure that such removal is conducted in a reasonably safe and efficient manner, that Lessor's occupancy and use of Lessor's Property shall not be obstructed and that the aesthetic appearance of Lessor's Property shall be generally maintained. Lessee shall properly dispose of any materials so removed.

14. Hazardous Substances Prohibited.

14.1 Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from the Leased Premises in any manner prohibited by law. To the extent required by ordinance or regulation, Lessee shall complete and file a San Mateo County Hazardous Materials Release Response Plan and Inventory with the San Mateo County Environmental Health Department. Without limitation of Lessee's general obligations of defense and indemnification under Section 12.5 of this Agreement, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Material on the Leased Premises if caused by Lessee or persons acting under Lessee.

14.2 Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Material on or from Lessor's Property or the Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Material on Lessor's Property or the Leased Premises if caused by Lessor or persons acting under Lessor.

14.3 The term "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

15. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor shall notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee shall have the option to: (i) declare this Agreement null and void and thereafter neither Party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option, Lessee shall have the right to contest the taking and directly pursue an award.

16. Sale of Property. If Lessor sells all or part of Lessor's Property of which the Leased Premises is a part, then such sale shall be subject to this Agreement.

17. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessor:

Montara Water and Sanitary District
P.O. Box 370131
8888 Cabrillo Highway
Montara, CA 94037
Attn: General Manager

With a copy to:
Law Offices of David E. Schricker, P.C.
563 S. Murphy Ave.
Sunnyvale, CA 94086
Attn: David E. Schricker

If to Lessee:

STC Five LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

18. Assignment and Subletting. Lessee shall have the right, without Lessor's consent, but upon written notification to Lessor, to assign this Agreement to any parent or subsidiary corporation or to any corporation or partnership which shall be controlled by, under the control of, or under common control with Lessee, or to any corporation into which Lessee may be merged or consolidated; provided, however, Lessee shall nevertheless be responsible for all obligations of Lessee under this Agreement. In addition, any such assignment must be in writing and must include the assumption by the assignee of all obligations of Lessee hereunder. Except as set forth above, no assignment shall be permitted without Lessor's prior written consent. Lessee may not sub-lease space or grant a similar right of use or occupancy within the Leased Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

19. Quiet Enjoyment, Title and Authority. Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Agreement; (ii) it has title to Lessor's Property free and clear of any liens or mortgages, except those disclosed to Lessee, of record, or which will not interfere with Lessee's rights to or use of the Leased Premises; and (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of this Agreement, Lessee's quiet enjoyment of the Leased Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

20. Lessor's Right to Inspect. Lessor shall have the right at all times during the Lease Term to enter upon the Leased Premises to inspect said Premises to determine whether Lessee is in compliance with this Agreement; provided, that Lessee shall make its personnel available to accompany Lessor for inspection within twenty-four (24) hours of Lessor's written notice for inspection. Notices given pursuant to this Paragraph shall be given in accordance with Section 17 of this Agreement.

21. Encumbrances. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any encumbrance given by Lessor which encumbers the Leased Premises so long as such encumbrance does not adversely affect Lessee's occupancy and use of the Leased Premises. Upon written request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of the leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with regard to monetary defaults and within a commercially reasonable period of time after such notice for any non-monetary default. In the event that the Leased Premises are encumbered by a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. Lessee may pledge or encumber its interest in this Agreement.

22. **Successors and Assigns.** This Agreement and the easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective executors, administrators, heirs, successors and assigns.

23. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Improvements or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Lessee's and/or mortgagee's sole discretion and without Lessor's consent. Should Lessee fail to remove Lessee's Improvements as required by this Agreement, then the waiver of lien rights is void.

24. **Attorneys' Fees.** Notwithstanding any provision contained in this Agreement to the contrary, if either Party institutes any legal proceeding against the other for breach of any provision herein contained and prevails in a final judgment in such action, such other Party shall reimburse the prevailing Party for the costs and expenses of such prevailing Party, including, without limitation, its reasonable attorneys' fees and all costs of associated with such litigation.

25. **Termination of Original Agreement.** As of the Effective Date, the Original Agreement is hereby terminated without the necessity of a further writing exchanged between Lessor and Lessee. Neither Lessor nor Lessee shall have any further rights or remedies under the Original Agreement. All obligations of each Party are deemed to have been fully performed and discharged, and each Party hereby fully releases the other from all claims thereunder to the maximum extent permitted under applicable laws. Notwithstanding the above provisions, neither Party is released from liability, if any, relating to the generation, discharge, use or disposal of Hazardous Materials on the Leased Premises or Lessor's Property by it, its agents, contractors, subcontractors, employees or successors-in-interest.

26. **Miscellaneous.**

26.1 **Entire Agreement.** This Agreement, including the recitals, constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

26.2 **Waiver.** All rights and obligations created under this Agreement shall survive any attempt, other than through a valid amendment, to remove or modify them. No action or failure to act by either Party, other than the execution of a valid written amendment, may waive any right or obligation to subsequently act, refrain from acting, or command the action or inaction of the other Party, as applicable, as provided within this Agreement.

26.3. **Invalidity.** If any provision of this Agreement is adjudged by a court of competent jurisdiction invalid or unenforceable with respect to either Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26.4. **Authority.** Each Party to this Agreement represents, warrants and acknowledges that it has all power and authority to execute and deliver this Agreement.

26.5 Construction. In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party.

26.6 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

26.7 Governing Law/Venue. This Agreement shall be governed by the laws of the State of California, and venue shall be in San Mateo County, California.

26.8 Survival. All obligations of the Parties hereunder not fully performed as of the completion or termination of this Agreement shall survive such completion or termination, including without limitation, Lessee's payment obligations and obligations concerning the condition of the Leased Premises.

26.9 Recordation. Lessor acknowledges that a memorandum of this Agreement in the form of Exhibit "C" attached hereto and made a part hereof, may be recorded by Lessee, at its sole cost and expense, in the Official Records of San Mateo County. Lessor agrees to promptly execute such memorandum at the request of Lessee.

26.10 Force Majeure. Whenever a day or a period of time is appointed to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such Party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of labor disputes, civil commotion, war, warlike operation, terrorism, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any necessary materials or to obtain electricity or energy, weather or other acts of God, or other causes beyond such Party's reasonable control (financial inability and labor disturbance caused or created by employees of or a Party hereto excepted); provided, however, that except as expressly set forth herein, this Section 26.10 shall not excuse Lessee from the payment of the Rent required hereunder.

26.11 IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event title to Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Rent.

This Agreement is executed by Lessor and Lessee as of the date first written above.

LESSOR:

MONTARA WATER AND SANITARY DISTRICT,
a public corporation of the State of California

By: _____

Print Name: _____

Title: _____

Dated: _____

Countersigned: _____

District Secretary

LESSEE:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company

Its: Attorney in Fact

By: _____

Print Name: Lisa A. Sedgwick

Title: RET Manager

Dated: 6/27/14

EXHIBIT A

DESCRIPTION OF LESSOR'S PROPERTY

Lessor's Property is legally described as follows:

A parcel of land situated in the County of San Mateo, State of California, in the Rancho Corral de Terra, said parcel being a portion of the United States Light Station, Point Montara, California, and said parcel being also a portion of the Southerly 7.27 acres of that certain 11.80 acre tract of land conveyed by Victoriano Guerrero, sometimes called Victoriano Guerrero Palomares to the United States of America by Deed dated March 31, 1874, and recorded September 18, 1874, in Liber 23 of Deeds at Page 368, Records of San Mateo County, California, and the boundaries of said parcel being described as follows:

Beginning at a point on the easterly boundary of the above mentioned U.S. Light Station, said point of beginning being marked by a concrete monument with a bronze disc stamped U.B.C.G., said monument being South 1° 14' West 562.9 feet from an U.S.L.H. monument set at the Northerly corner of Light Station, and running thence from said point of beginning Southerly along the Easterly boundary of said 11.80 acre tract South 1° 14' West 937.1 feet to the Southeasterly corner thereof; thence Westerly along the Southerly boundary of said 11.80 acre parcel North 88° 46' West 165.58 feet; thence North 5° 46' West 944.1 feet, and thence South 88° 46' East 280.6 feet to the point of beginning.

EXHIBIT B

DESCRIPTION OF PREMISES

Portions of the southerly 7.27 acres of that certain 11.80 acre tract of land conveyed by Victoriano Guerro to The United States of America by Deed dated March 31, 1874, and recorded September 18, 1874, in Liber 23 of Deeds at Page 368, Records of San Mateo County, California, more particularly described as follows:

Tower Area:

Beginning at a point on the easterly boundary of said 11.80 acre tract, said point of beginning being marked by a concrete monument with a bronze disk stamped "U.S.C.G."; Thence S. 04°00'53" W, a distance of 523.81 feet; Thence N. 85°59'07" W, a distance of 9.21 feet to the TRUE POINT OF BEGINNING; Thence S. 04°01'06" W, a distance of 10.00 feet; Thence N. 85°58'54" E, a distance of 19.00 feet; Thence N. 04°01'06" E, a distance of 10.00 feet; Thence S. 85°58'54" E, a distance of 19.00 feet to the TRUE POINT OF BEGINNING.

Containing 190 square feet.

Garage Area:

Beginning at a point on the easterly boundary of said 11.80 acre tract, said point of beginning being marked by a concrete monument with a bronze disk stamped "U.S.C.G."; Thence S. 04°00'53" W, a distance of 564.81 feet; Thence N. 85°59'07" W, a distance of 38.21 feet to the TRUE POINT OF BEGINNING; Thence N. 85°58'54" W, a distance of 10.00 feet; Thence N 04°01'06" E, a distance of 10.00 feet; Thence S 85°58'54" E, a distance of 10.00 feet; Thence S 04°01'06" W, a distance of 10.00 feet to the TRUE POINT OF BEGINNING.

Containing 100 square feet.

TOGETHER WITH access and utility easements as more fully set forth in the Lease Agreement.

EXHIBIT C

MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO:

Prepared by:
Shustak & Partners, P.C.
401 West "A" Street, Suite 2330
San Diego, CA 92101

Space above this line for Recorder's Use

A.P.N. 037-310-010

**Prior recorded document(s) in San Mateo County, California:
Recorded on July 28, 2011 at #2011-083903**

**MEMORANDUM OF AMENDED AND RESTATED
WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT**

This Memorandum of Amended and Restated Wireless Communications Site Lease Agreement is made effective this ____ day of _____, 2014 by and between the MONTARA WATER AND SANITARY DISTRICT, a public corporation of the State of California ("Lessor"), and STC FIVE LLC, a Delaware limited liability company, by and through Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney In Fact ("Lessee").

1. Lessor and Lessee entered into a Wireless Communications Site Lease Agreement ("Original Agreement") dated June 1, 2008, whereby Lessee leased certain real property, together with access and utility easements, located in San Mateo County, California from Lessor (the "Leased Premises"), all located within certain real property owned by Lessor ("Lessor's Property"). Lessor's Property, of which the Leased Premises are a part, is more particularly described on Exhibit A attached hereto.

2. STC Five LLC is currently the Lessee under the Agreement.

3. Lessor and Lessee desire to extend the term of the Original Agreement and make other amendments thereto using an updated model template, and have entered into an Amended and Restated Wireless Communications Site Lease Agreement (the "Agreement"), of which this is a Memorandum, providing for an initial term of five (5) years and one (1) additional Renewal Term of five (5) years. Pursuant to the Agreement, the Renewal Term expires on May 31, 2024.

4. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Leased Premises for the purpose of constructing, maintaining and operating a communications facility, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

5. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

6. This Memorandum does not contain the social security number of any person.

7. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]

EXHIBIT A
(Legal Description of Lessor's Property)

A parcel of land situated in the County of San Mateo, State of California, in the Rancho Corral de Terra, said parcel being a portion of the United States Light Station, Point Montara, California, and said parcel being also a portion of the Southerly 7.27 acres of that certain 11.80 acre tract of land conveyed by Victoriano Guerrero, sometimes called Victoriano Guerrero Palomares to the United States of America by Deed dated March 31, 1874, and recorded September 18, 1874, in Liber 23 of Deeds at Page 368, Records of San Mateo County, California, and the boundaries of said parcel being described as follows:

Beginning at a point on the easterly boundary of the above mentioned U.S. Light Station, said point of beginning being marked by a concrete monument with a bronze disc stamped U.B.C.G., said monument being South 1° 14' West 562.9 feet from an U.S.L.H. monument set at the Northerly corner of Light Station, and running thence from said point of beginning Southerly along the Easterly boundary of said 11.80 acre tract South 1° 14' West 937.1 feet to the Southeasterly corner thereof; thence Westerly along the Southerly boundary of said 11.80 acre parcel North 88° 46' West 165.58 feet; thence North 5° 46' West 944.1 feet, and thence South 88° 46' East 280.6 feet to the point of beginning.

WHEN RECORDED RETURN TO:

Prepared by:
Shustak & Partners, P.C.
401 West "A" Street, Suite 2330
San Diego, CA 92101

Space above this line for Recorder's Use

A.P.N. 037-310-010

**Prior recorded document(s) in San Mateo County, California:
Recorded on July 28, 2011 at #2011-083903**

**MEMORANDUM OF AMENDED AND RESTATED
WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT**

This Memorandum of Amended and Restated Wireless Communications Site Lease Agreement is made effective this ____ day of _____, 2014 by and between the MONTARA WATER AND SANITARY DISTRICT, a public corporation of the State of California ("Lessor"), and STC FIVE LLC, a Delaware limited liability company, by and through Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney In Fact ("Lessee").

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2. STC Five LLC is currently the Lessee under the Agreement.

3. Lessor and Lessee desire to extend the term of the Original Agreement and make other amendments thereto using an updated model template, and have entered into an Amended and Restated Wireless Communications Site Lease Agreement (the "Agreement"), of which this is a Memorandum, providing for an initial term of five (5) years and one (1) additional Renewal Term of five (5) years. Pursuant to the Agreement, the Renewal Term expires on May 31, 2024.

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5. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

6. This Memorandum does not contain the social security number of any person.

7. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor has caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:
MONTARA WATER AND SANITARY DISTRICT,
a public corporation of the State of California

By: _____
Print Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN MATEO)

On _____, 2014 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessee has caused this Memorandum to be duly executed on the day and year first written above.

LESSEE:
STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions III LLC, a Delaware limited liability company
Its: Attorney In Fact

By: *[Signature]*
Print Name: Lisa A. Sedgwick
Title: RET Manager

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On June 27, 2014 before me, Carolyn T. Moores (here insert name of the officer), Notary Public, personally appeared Lisa A Sedgwick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

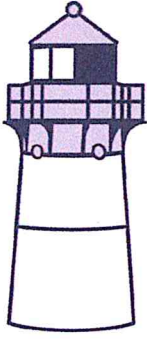


Carolyn T Moores
Signature of Notary Public

EXHIBIT A
(Legal Description of Lessor's Property)

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MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4, 2014**

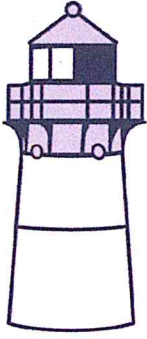
TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A handwritten signature in blue ink, appearing to be 'Clemens Heldmaier', is located to the right of the 'FROM' line.

SUBJECT: Financial Statements for July 2014

Due to District staffs focus on the annual audit, the financial statements and executive summary will be provided with the next consent agenda.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: SAM Flow Report for July 2014

The Sewer Authority Mid-Coastside (SAM) has prepared the following attached reports for the SAM Board of Directors and the California Regional Water Quality Control Board:

- Flow Report for July 2014.
- Collection System Monthly Overflow Report – July 2014.

The Average Daily Flow for Montara was 0.253 MGD in July 2014. There was no reportable overflow in July in the Montara System. SAM indicates there were 0.13 inches of rain in July 2014.

RECOMMENDATION:

Review and file.

Attachments

Sewer Authority Mid-Coastside

Monthly Collection System Activity/SSO Distribution Report, July 2014

July 2014

	Total	HMB	GSD	MWSD	SAM
Roots	0	0	0	0	0
Grease	1	1	0	0	0
Mechanical	0	0	0	0	0
Wet Weather	0	0	0	0	0
Other	0	0	0	0	0
Total	1	1	0%	0%	0%

12 Month Moving Total

	Total	HMB	GSD	MWSD	SAM
Roots	2	0	2	0	0
Grease	3	3	0	0	0
Mechanical	4	2	0	0	2
Wet Weather	0	0	0	0	0
Other	2	1	1	0	0
Total	11	6	27%	0%	18%

Reportable SSOs

	Total	HMB	GSD	MWSD	SAM
July 2014	1	1	0	0	0
12 Month Moving Total	11	6	3	0	2

SSOs / Year / 100 Miles

	Total	HMB	GSD	MWSD	SAM
July 2014	1.0	2.7	0.0	0.0	0.0
12 Month Moving Total	10.5	16.2	9.0	0.0	27.4
Category 1	2.9	5.4	0.0	0.0	13.7
Category 2	2.9	5.4	0.0	0.0	13.7
Category 3	4.8	5.4	9.0	0.0	0.0
Miles of Sewers	104.5	37.0	33.2	27.0	7.3
		35.4%	31.8%	25.8%	7.0%

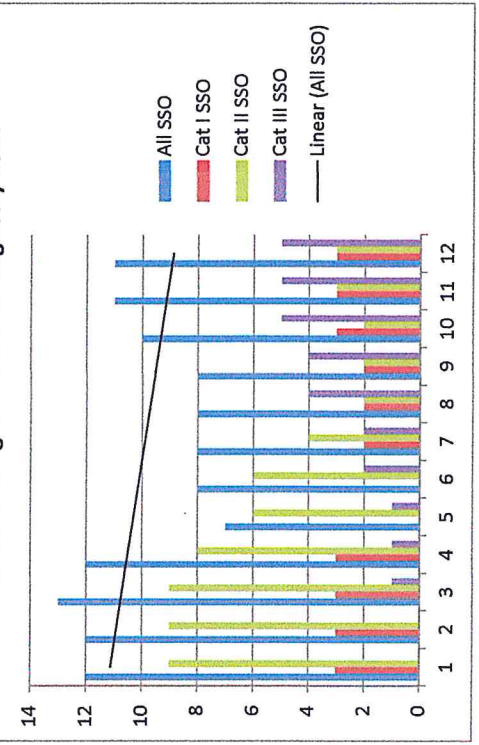
12 Month Rolling Total Sewer Cleaning Summary

Month	HMB	GSD	MWSD	Total Feet	Total Miles
Aug-13	27,738	18,778	2,609	49,125	9.3
Sep-13	31,119	26,407	0	57,526	10.9
Oct-13	25,925	13,837	703	40,465	7.7
Nov-13	19,335	3,006	4,473	26,814	5.1
Dec-13	36,715	282	0	36,997	7.0
Jan-14	5,153	16,084	22,555	43,792	8.3
Feb-14	2,893	11,781	22,467	37,141	7.0
Mar-14	7,559	20,183	15,861	43,603	8.3
Apr-14	4,369	16,414	22,703	43,486	8.2
May-14	5,278	26,336	36,299	67,913	12.9
Jun-14	24,683	11,422	0	36,105	6.8
Jul-14	24,195	23,571	898	48,664	9.2

Annual ft	214,962	188,101	128,568	531,631	
Annual Mi.	41	36	24		101

Attachment D

12 Month Moving SSO Totals Through July 2014



Attachment D – Collection System Data

Attachment A

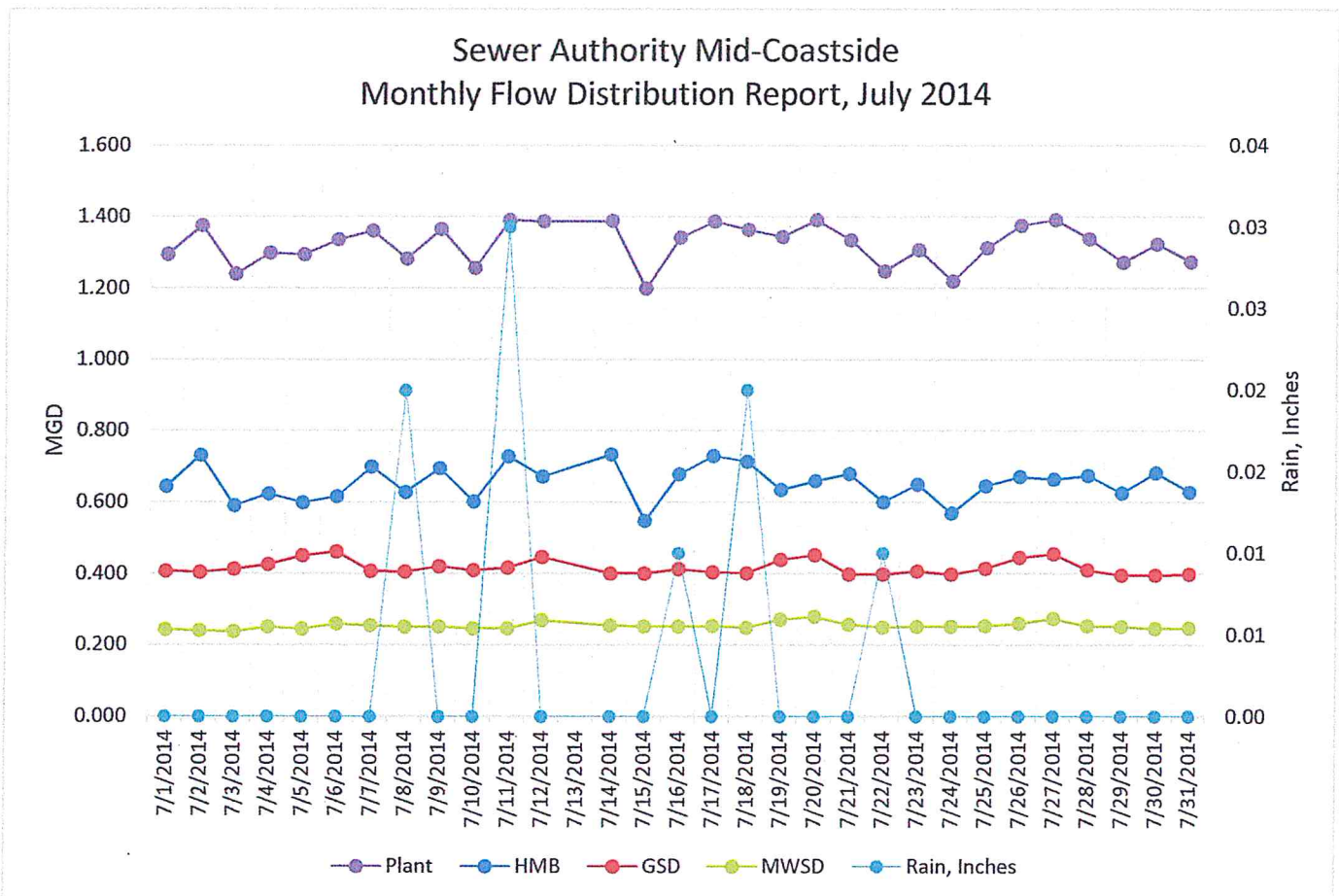
Flow Distribution Report Summary For July 2014

The daily flow report figures for the month of July 2014 have been converted to an Average Daily Flow (ADF) for each Member Agency. The results are attached for your review.

*Influent flow is calculated using the mid-plant flow meter less process water and trucked in waste

The summary of the ADF information is as follows:

	<u>MGD</u>	<u>%</u>
The City of Half Moon Bay	0.654	49.4%
Granada Sanitary District	0.416	31.5%
Montara Water and Sanitary District	<u>0.253</u>	<u>19.1%</u>
Total	1.323	100.0%



Sewer Authority Mid-Coastside

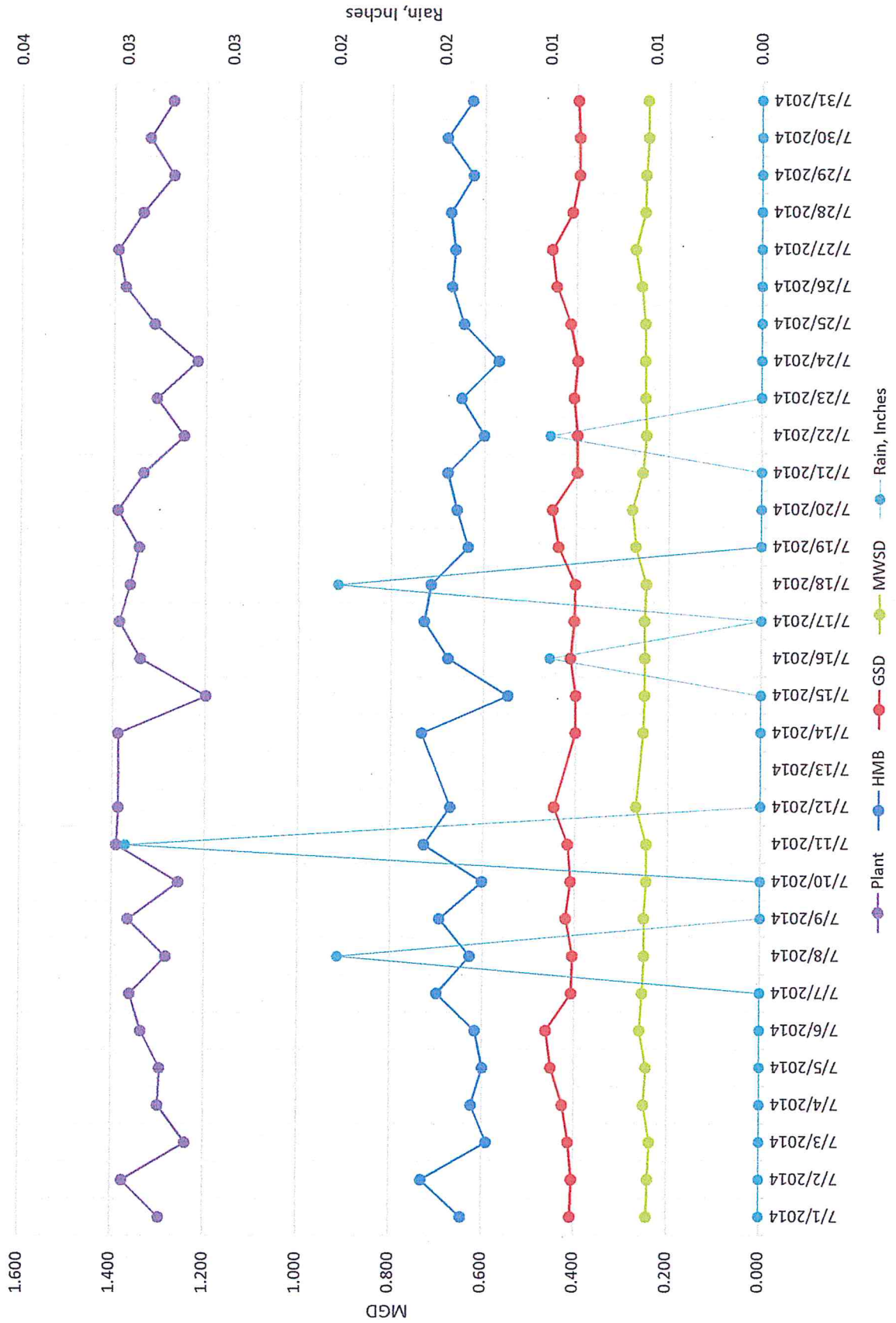
Monthly Flow Distribution Report

<u>Date</u>	<u>HMB</u>	<u>GSD</u>	<u>MWSD</u>	<u>Plant</u>	<u>Rain Plant</u>	<u>Rain Portola</u>	<u>Rain Montara</u>
7/1/2014	0.644	0.407	0.243	1.295	0.00	0.00	0.00
7/2/2014	0.731	0.404	0.240	1.375	0.00	0.00	0.01
7/3/2014	0.590	0.412	0.237	1.240	0.00	0.00	0.00
7/4/2014	0.623	0.425	0.250	1.298	0.00	0.00	0.00
7/5/2014	0.599	0.450	0.245	1.295	0.00	0.00	0.00
7/6/2014	0.615	0.461	0.259	1.336	0.00	0.00	0.00
7/7/2014	0.699	0.407	0.254	1.360	0.00	0.00	0.00
7/8/2014	0.628	0.405	0.250	1.283	0.02	0.00	0.00
7/9/2014	0.694	0.420	0.251	1.366	0.00	0.00	0.01
7/10/2014	0.601	0.409	0.246	1.257	0.00	0.00	0.00
7/11/2014	0.728	0.416	0.246	1.391	0.03	0.00	0.05
7/12/2014	0.672	0.446	0.269	1.387	0.00	0.00	0.02
7/14/2014	0.734	0.400	0.254	1.388	0.00	0.00	0.00
7/15/2014	0.547	0.400	0.251	1.199	0.00	0.00	0.00
7/16/2014	0.678	0.412	0.251	1.341	0.01	0.01	0.01
7/17/2014	0.730	0.404	0.253	1.387	0.00	0.00	0.00
7/18/2014	0.714	0.401	0.248	1.363	0.02	0.00	0.01
7/19/2014	0.634	0.438	0.271	1.344	0.00	0.00	0.00
7/20/2014	0.659	0.452	0.279	1.391	0.00	0.00	0.00
7/21/2014	0.679	0.398	0.257	1.335	0.00	0.00	0.01
7/22/2014	0.600	0.398	0.249	1.248	0.01	0.03	0.01
7/23/2014	0.650	0.406	0.251	1.307	0.00	0.00	0.00
7/24/2014	0.569	0.398	0.252	1.220	0.00	0.00	0.00
7/25/2014	0.646	0.414	0.253	1.313	0.00	0.00	0.00
7/26/2014	0.671	0.444	0.260	1.376	0.00	0.00	0.00
7/27/2014	0.664	0.454	0.273	1.392	0.00	0.00	0.00
7/28/2014	0.674	0.410	0.253	1.338	0.00	0.00	0.00
7/29/2014	0.625	0.395	0.251	1.272	0.00	0.00	0.00
7/30/2014	0.682	0.395	0.246	1.324	0.00	0.00	0.00
7/31/2014	0.628	0.398	0.247	1.273	0.00	0.00	0.00
Totals	19.609	12.493	7.589	39.692	0.09	0.04	0.13

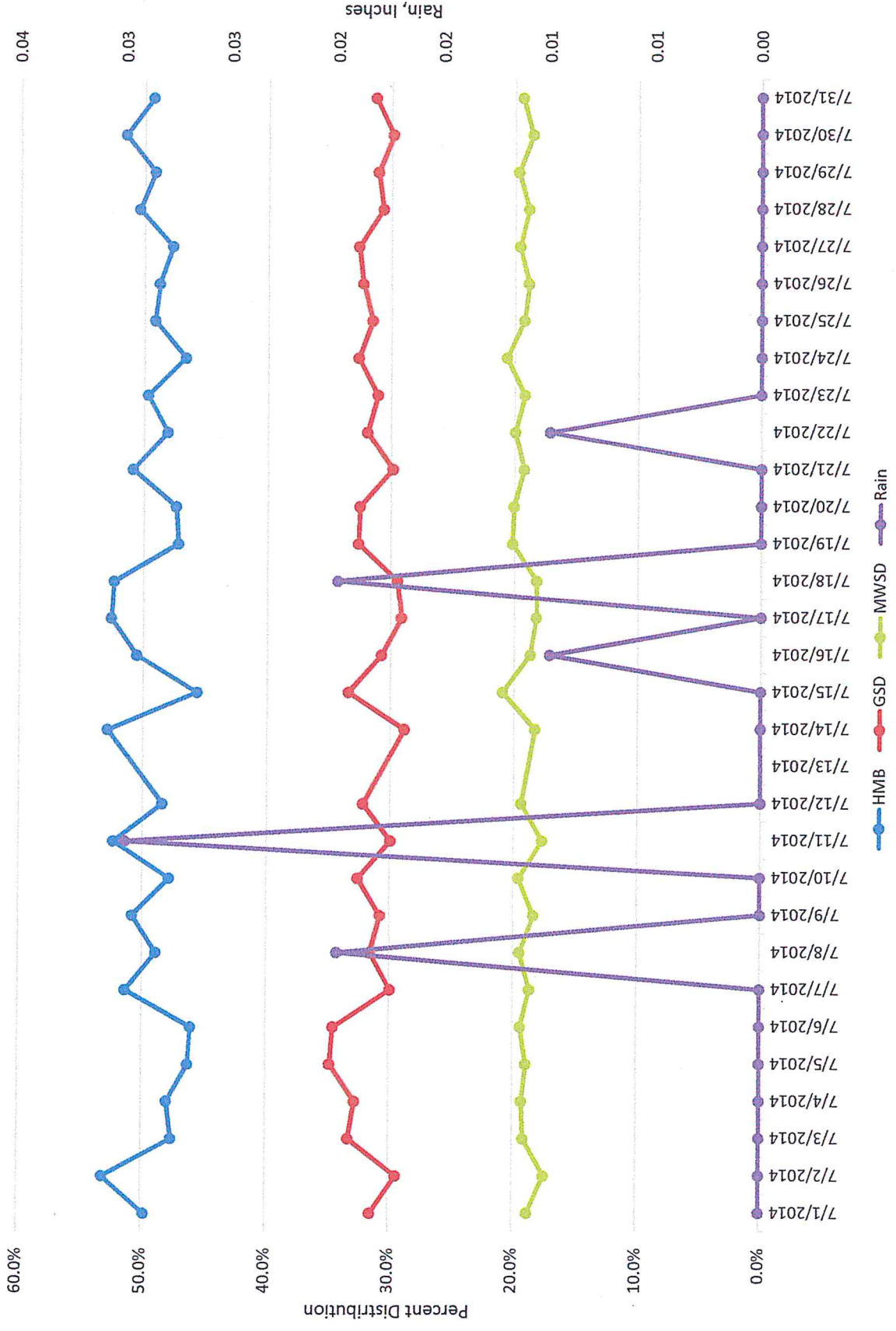
Summary

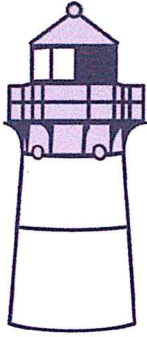
	<u>HMB</u>	<u>GSD</u>	<u>MWSD</u>	<u>Plant</u>
Minimum	0.547	0.395	0.237	1.199
Average	0.654	0.416	0.253	1.323
Maximum	0.734	0.461	0.279	1.392
Distribution	49.4%	31.5%	19.1%	100.0%

Sewer Authority Mid-Coastside Monthly Flow Distribution Report, July 2014



Percent Distribution July 2014





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Review of Current Investment Portfolio

The District's Investment Policy and Guidelines requires that the Board review the status of the current investment portfolio. The following summarizes the status of these accounts:

- The District has most of its idle sewer funds deposited in the State of California's Local Agency Investment Fund (LAIF). The Monthly Average interest rate for July 2014 was 0.244%.
- The District has set up two checking accounts that are largely backed by Federal securities: Water General Account and the Sewer General Account with Wells Fargo Bank.

RECOMMENDATION:

District staff attempts to cash manage idle funds in LAIF as long as possible before transferring to the Wells Fargo checking accounts for disbursements.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

SUBJECT: Connection Permit Applications Received

As of September 4, 2014 the following new Sewer Connection Permit applications were received since the last report:

Date of Application	Property Owner	Site Address	Home Size

As of September 4, 2014 the following new Water (Private Fire Sprinkler) Connection Permit applications were received since the last report:

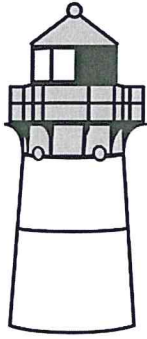
Date of Application	Property Owner	Site Address	Home Size

As of September 4, 2014 the following new Water Connection Permit applications were received since the last report:

Date of App.	Property Owner	Site Address	Home Size	Type of Connection
9/2/2014	Thorpe	227 7 th Street, Montara	SFD	Well Conversion

RECOMMENDATION:

No action is required. This is for Board information only.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4th, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A handwritten signature in blue ink, appearing to be 'Clemens Heldmaier', written in a cursive style.

SUBJECT: Monthly Water Production Report

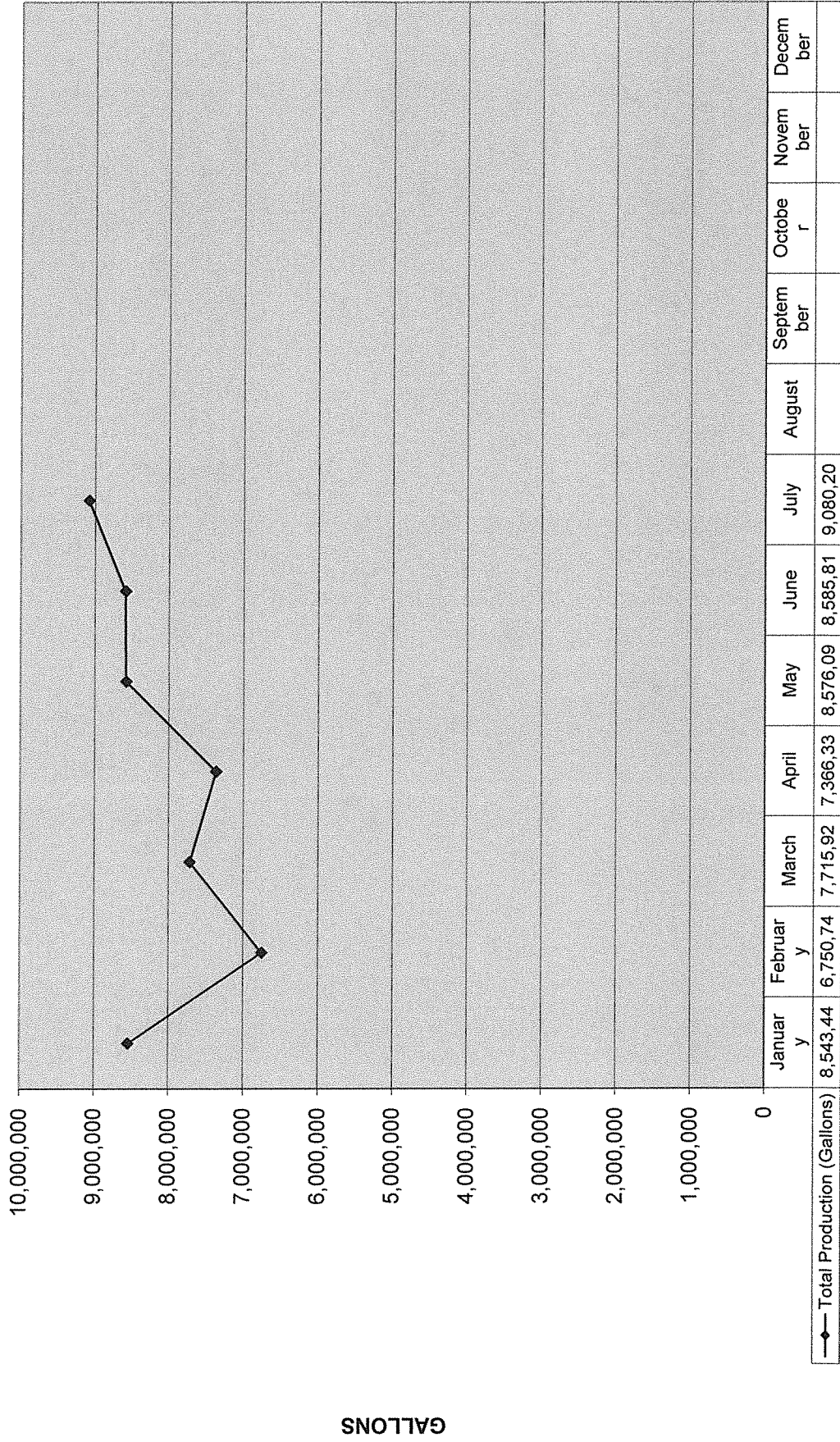
The attached two charts summarize the monthly water production for the District. The first shows a consolidated report from all sources by month. The second shows each water source the District uses, both wells and surface water. The production is shown in gallons of water produced.

RECOMMENDATION:

No action is required. This information is presented for the Board's information only.

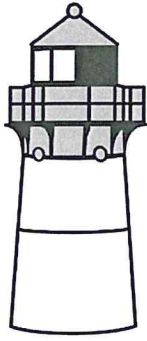
Attachments

Total Production 2014(Gallons)



MONTH

GALLONS



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4th, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A handwritten signature in blue ink, appearing to be 'Clemens Heldmaier'.

SUBJECT: Rain Report

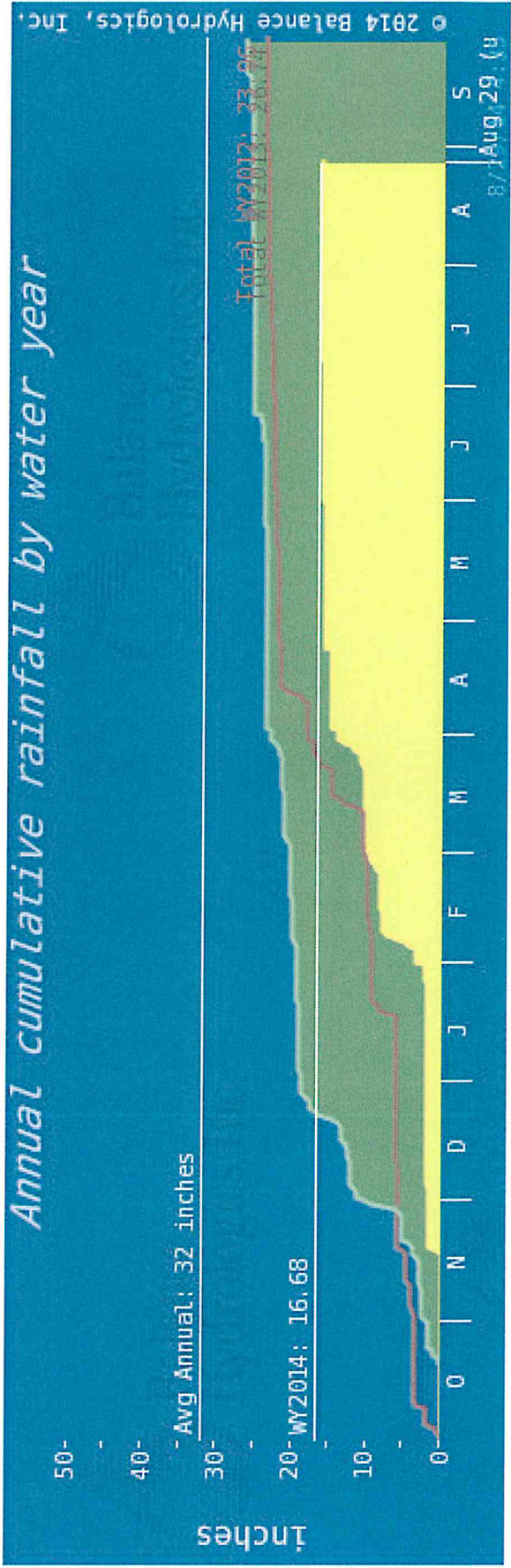
The attached chart shows the seven year average of rainfall (Attachment A) at the Alta Vista Treatment Plant for the current and prior water years along with monthly rainfall (Attachment B)

RECOMMENDATION:

No action is required. This is presented for the Board's information only.

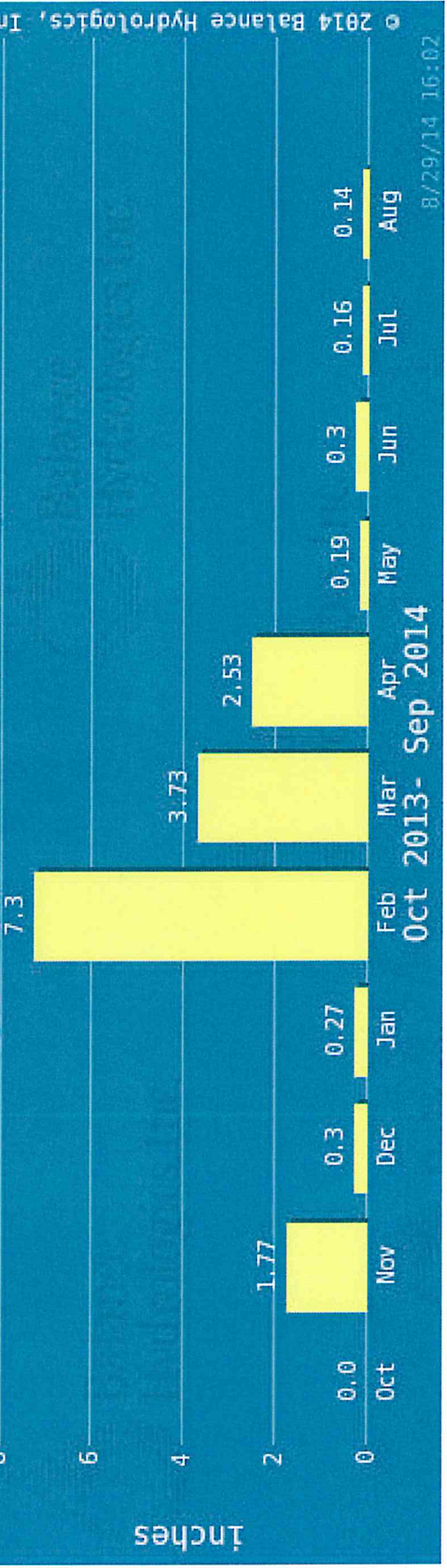
Attachment

Annual cumulative rainfall by water year



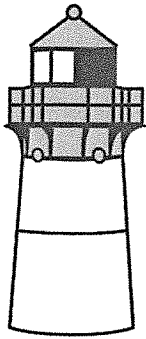
Attachment A

Monthly rainfall for water year 2014



© 2014 Balance Hydrologics, Inc. 8/29/14 16:02

Attachment B



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 4th, 2014**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager

A handwritten signature in black ink, appearing to be 'Clemens Heldmaier', written in a cursive style.

SUBJECT: Monthly Solar Energy Report

The attached chart summarizes the monthly solar production at the Alta Vista Array. Since the installation of the solar panels the District produced 32582 kWh and saved 55390 lbs of CO₂.

RECOMMENDATION:

No action is required. This information is presented for the Board's information only.

Attachments

SOLAR ENERGY PRODUCED IN 2014 (kWh)

