

FILE NO.: W-101974
AGREEMENT TYPE: LICENSE

GRANTED BY THE CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER

TO

59TC 8me, LLC
50LW 8me, LLC
26SB 8me, LLC
and
51LV 8me, LLC

Table of Contents

ARTICLE 1 - TERMS AND CONDITIONS	1
100. Licensed Area	1
101. Permitted Use	1
102. LADWP Superior Rights and Acknowledgements	1
102.1 Acknowledgement of Title	2
102.2 License Only.....	2
103. Term	2
103.1 Term and Commencement.....	2
104. License Fee	2
104.1 License Fee.....	2
104.2 Payment Date and Address.....	3
104.3 Conditions of Prorated License Fee	3
105. Other Fees	3
105.1 Late Fee and Charges.....	3
105.2 Returned Check Fee	3
106. Deposits	4
106.1 Security Deposit	4
106.2 Restoration Deposit.....	4
107. Holdover	4
108. Notices	5
108.1 Notice Address	5
108.2 Notice of Mailing Address Changes	5
109. Termination	6
109.1 -Intentionally Omitted.....	6
110. Restoration Requirements	6
110.1 Condition of Property at the Time of Surrender	6
110.2 Satisfactory Restoration Requirements	6
110.3 License Fee During Restoration	7
110.4 Balance of Deposit	7
111. Licensee's Responsibility	7

111.1	Material Costs, Labor Fees and Liens	7
111.2	Reasonable Precautions	8
111.3	Personnel Training	8
111.4	Clean up Cost and Expenses	8
111.5	Signage	9
111.6	Changes or Additions to Equipment or Improvements to Licensed Area	9
ARTICLE 2 - STANDARD PROVISIONS		10
200.	Assignment and Sublicensing	10
201.	Indemnification	10
202.	Insurance Requirements	11
202.1	Additional Insured Status Required	11
202.2	Separation of Insured's Interest and Cross Liability Required	11
202.3	Primary and Non-Contributory Insurance Required	12
202.4	Proof of Insurance for Renewal or Extension Required	12
202.4.1	Submissions of Acceptable Proof of Insurance and Notice of Cancellation	12
202.5	Claims-Made Insurance Conditions	13
202.6	Failure to Maintain and Provide Proof as Cause for Termination	13
202.7	Sub-Contractor Compliance	13
202.8	Specific Requirements	13
203.	Possessory Interest	13
204.	No Relocation	13
205.	Prevailing Wages	14
205.1	California Labor Code	14
205.2	Davis-Bacon Act	14
205.3	Pre-Construction Orientation	14
205.4	Licensee Enforcement of Applicable Laws	14
205.5	Inclusion of Provisions in All Bid Specifications	15
205.6	Labor Code Compliance Indemnity	15
206.	Los Angeles City Charter Requirements and Los Angeles City Ordinance-Related Provisions	15
206.1	Ordinances, Statutes, Permits, and Regulations	15
206.2	No Discrimination	15

206.3	Affirmative Action Program.....	16
206.4	Child Support Assignment Orders.....	16
206.5	Equal Benefits Provisions.....	16
206.6	Equal Employment Practices.....	16
206.7	Slavery Disclosure Ordinance.....	17
206.8	Limitations on Campaign Contributions and Fundraising.....	17
206.8.1	Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.....	17
206.8.2	Licensee Compliance with Requirements.....	18
206.9	Tax Registration Certificate.....	18
206.10	Business Tax Registration Certificates.....	18
206.11	Service Contract Worker Retention Ordinance.....	19
206.12	Living Wage Ordinance.....	19
206.12.1	Minimum Initial Wage.....	19
206.12.2	Sick Leave, Vacation or Personal Necessity.....	19
206.13	Los Angeles Administrative Code.....	20
206.14	Contractor Responsibility Ordinance of the Los Angeles Administrative Code.....	20
206.14.1	Compliance with Federal State, and Local Laws and Regulations.....	20
206.14.2	Notification of Investigation by Governmental Agency.....	21
206.14.3	Notification of Violation of Federal State, and Local Laws and Regulations.....	21
206.14.4	Pledge of Compliance.....	21
206.14.5	Compliance with Contractor Responsibility Ordinance.....	21
207.	Other Governmental Requirements	22
207.1	Compliance with Low Impact Development (LID) Ordinances.....	22
207.2	Utility Services Fees.....	22
207.3	Zoning Demands and Variances.....	22
208.	Estoppel Certificate	22
209.	Miscellaneous	23
209.1	Los Angeles Municipal Code Section 121.....	23
209.2	License Agreement Will Not Be Recorded.....	23
209.3	Counterparts.....	23

209.4	No Third-Party Beneficiary.....	23
209.5	License Governed by the State of California Law.....	23
209.6	No Waiver.....	23
210.	Acknowledgement of Requirement to Hold Entitlement to Adjacent Land	24
ARTICLE 3 – POWER SYSTEMS		25
ARTICLE 4 - WATER SYSTEMS.....		26
EXHIBIT A		33
EXHIBIT B		34
EXHIBIT C		35
EXHIBIT D		36

LICENSE AGREEMENT

The CITY OF LOS ANGELES (City), a municipal corporation and entity, acting by and through its DEPARTMENT OF WATER AND POWER (LADWP) and 59TC 8me LLC, a Delaware limited liability company, 50LW 8me LLC, a Delaware limited liability company, 26SB 8me LLC, a Delaware limited liability company and 51LV 8me LLC, a Delaware limited liability company (Collectively referred to as Licensee), whose address is 4370 Town Center Boulevard, Suite 110, El Dorado Hills, CA 95762, hereby enter into this License Agreement to grant Licensee the non-exclusive right to construct, operate, and maintain one (1) single-circuit 230-kv overhead transmission line crossing and appurtenances thereto, (together the "Project Crossing") within and over a portion of LADWP's First and Second Los Angeles Aqueducts ("FLAA and SLAA") in Section 15, Township 11 North, Range 13 West, SBBM, in Kern County, California 93501, in the vicinity of Oak Creek and Mojave Roads, as shown on the drawing marked Exhibit A (the "Licensed Area"), attached hereto and made a part hereof.

All entities collectively defined and referred to as Licensee shall be jointly and severally liable for all terms and conditions of the License Agreement.

ARTICLE 1 - TERMS AND CONDITIONS

The grant of the License Agreement is given upon and subject to the following terms and conditions:

100. Licensed Area

The Licensed Area is as shown on the drawing marked Exhibit A, which is attached hereto and made a part hereof. The gross Licensed Area consists of undeveloped desert acreage within the FLAA and SLAA Right of Way. The Licensed Area comprises approximately 103,708 ± sq. ft. LADWP finds that: (1) the Licensed Area is not presently needed for LADWP purposes; and (2) the grant of the License Agreement will not interfere with LADWP purposes.

101. Permitted Use

The Licensed Area shall be used for the following purposes and in accordance with the development drawing marked Exhibit B which is attached hereto and made a part hereof; construct, operate, and maintain a single-circuit 230-kv overhead transmission line crossing consisting of five (5) wires, and appurtenances thereto

102. LADWP Superior Rights and Acknowledgements

The right and permission of Licensee is subordinate to the prior and paramount right of LADWP to use said real property for the public purposes to which it now is and may, at the option of LADWP, be devoted. Licensee undertakes and agrees to use said Licensed Area and to exercise this License Agreement jointly with LADWP, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of the Licensed Area by LADWP. The right and permission given herein shall not imply or confer any greater right or permission than LADWP has or can hereby lawfully give. LADWP makes no representation or warranty that the Licensed Area is suitable for the proposed use or can be used for Licensee's intended purposes.

102.1 Acknowledgement of Title

Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and LADWP in the Licensed Area, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of the Licensed Area shall be referable solely to the permission herein given.

102.2 License Only

Licensee hereby acknowledges that this License Agreement is a license only and does not constitute a lease, invitation and/or obligation to lease, or any present or future interest in real property.

103. Term

103.1 Term and Commencement

The term of this License Agreement shall commence upon Board of Water and Power Commissioners' approval and by City Council as needed or approval by Board of Water and Power Commissioners' authorized designee and terminate 20 years thereafter, unless sooner terminated in accordance with this License Agreement.

104. License Fee

104.1 License Fee

Licensee agrees to pay to LADWP the following sums:

Year 1	Fifteen Thousand Dollars (\$15,000.00)
Year 2	Fifteen Thousand Seven Hundred Fifty Dollars (\$15,750.00)
Year 3	Sixteen Thousand Five Hundred Thirty-Eight Dollars (\$16,538.00)

- Year 4 Seventeen Thousand Three Hundred Sixty-Five Dollars
 (\$17,365.00)
- Year 5 Eighteen Thousand Two Hundred Thirty-Three Dollars
 (\$18,233.00)

After year five, and for all successive years thereafter, the License Fee will be adjusted upward 10% per year.

104.2 Payment Date and Address

All payments shall be made yearly, payable in advance by the 1st day of _____, each year of said term. Payment shall reference LADWP File W-101974, and sent to the following address:

City of Los Angeles, Department of Water and Power
Attn: Real Estate Services
221 North Figueroa Street, Suite 1600
Los Angeles, CA. 90012

104.3 Conditions of Prorated License Fee

Upon expiration or termination of this License Agreement, License fees shall be prorated from the date said Licensed Area is restored in a clean and orderly condition as determined by LADWP.

105. Other Fees

105.1 Late Fee and Charges

If Licensee fails to pay the license fee in full within ten (10) calendar days after it is due, Licensee is in default and LADWP may terminate this License Agreement; provided, however, that LADWP may not terminate this License Agreement until it has given Licensee written notice of non-receipt of said license fee payment and ten (10) calendar days thereafter to make such license fee payment. Licensee shall pay LADWP a late charge of ten percent (10%) of the amount due, plus interest on all overdue license fee amounts at a rate of ten percent per annum (or the maximum rate allowed by law, if the maximum rate is lower). By this provision, LADWP does not waive the right to insist on payment of the license fee in full on the day it is due.

105.2 Returned Check Fee

If any check offered by Licensee in payment of license fees or any other amount due under this License Agreement is returned for any reason

other than that caused solely by LADWP, Licensee shall pay to LADWP a check-return processing charge in the amount of Fifty Dollars (\$50).

106. Deposits

106.1 Security Deposit

Licensee shall post a security deposit in the amount of One Hundred Thousand dollars (\$100,000.00) to assure compliance with the terms and conditions of the License Agreement. Security deposit shall be in the form of a cashier's check or a letter of credit. No interest shall accrue on this deposit in favor of Licensee.

106.2 Restoration Deposit

Licensee shall post a restoration deposit in the amount of One Hundred Thousand dollars (\$100,000.00) to assure restoration of the Licensed Area when Licensee vacates the Licensed Area. Restoration deposit shall be in the form of a cashier's check, letter of credit or a License Agreement bond. No interest shall accrue on this deposit in favor of Licensee.

107. Holdover

In the event Licensee remains in possession of all or any part of the Licensed Area after the expiration or other termination of this License Agreement, whether with the apparent consent of LADWP or without the consent of LADWP, such occupancy shall be considered to be on "holdover" for month to month occupancy only, and not a renewal of this License Agreement nor an extension for any further term, and license fees and other monetary sums due hereunder shall be paid in the amount of One Hundred Twenty Five percent (125%) of the license fee payable for the last month of the five (5) year term and shall increase by Five percent (5%) annually thereafter. Such month-to-month occupancy shall be subject to every other provision contained herein and such occupancy shall continue unless terminated by LADWP or Licensee giving the other at least thirty (30) calendar days prior written notice of the intention to terminate this License Agreement. The foregoing provisions of this Section are in addition to and do not affect the right of re-entry or any right of LADWP hereunder or as otherwise provided by law, and in no way shall such provision affect any right which LADWP may have to recover damages from Licensee for loss or liability incurred by LADWP resulting from such failure or refusal of Licensee to surrender the Licensed Area. Nothing contained in this Section shall be construed as consent by LADWP to any holding over by Licensee and LADWP expressly reserves the right to require Licensee to surrender possession of the Licensed Area to LADWP as provided in this License Agreement upon the expiration or other termination of this License Agreement. In all other respects, the occupancy shall be governed by the provisions of this License Agreement.

108. Notices

All notices from one party to the other given pursuant to the terms of this License Agreement under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, overnight, postage prepaid, or by traceable courier service and addressed to Licensee or LADWP at the addresses respectively specified below. Licensee hereby agrees that service of notice in accordance with the terms of this License Agreement shall be in lieu of the methods of service specified in Section 1161 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this License Agreement.

108.1 Notice Address

Notice to LADWP:

Los Angeles Department of Water and Power
Attention: Director of Real Estate
Real Estate Services (LADWP File No: P-101974)
221 N. Figueroa Street, Suite 1600
Los Angeles, CA 90012

Notice to Licensee:

59TC 8me LLC
50LW 8me, LLC
26SB 8me, LLC
51LV 8me, LLC
4370 Town Center Boulevard, Suite 110
El Dorado Hills, California 95762
Telephone: 323-525-0900

% 8minute Solar Energy
5455 Wilshire Boulevard, Suite 2010
Los Angeles, California 90036
Telephone: 323-525-0900
transactions@8minute.com

108.2 Notice of Mailing Address Changes

Licensee shall notify LADWP of any changes in Licensee's mailing address and daytime telephone number within ten (10) calendar days of changes.

109. Termination

Regardless of the manner or duration of use or occupancy of said Licensed Area by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this License Agreement, or a portion thereof, may be terminated at any time without cause for any reason or no reason at all at the option of LADWP by giving ninety (90) calendar days' written notice of termination.

This License Agreement may be revoked and terminated by LADWP in the event of any failure or refusal on the part of Licensee to comply with or perform any of the terms or conditions herein. Notice of revocation shall be given in accordance with Section 108. Failure by LADWP to revoke this License Agreement for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

109.1 –Intentionally Omitted

110. Restoration Requirements

110.1 Condition of Property at the Time of Surrender

Upon the expiration or termination of this License Agreement, Licensee shall surrender the Licensed Area in a neat and clean condition. Licensee shall complete restoration of the Licensed Area to its original condition or better prior to termination of this License Agreement. Restoration of the Licensed Area shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by LADWP. Licensee shall call LADWP's Real Estate Services at (213) 367-0564 to arrange a site inspection of Licensee's improvements on the Licensed Area in order to determine which improvements, if any, will be allowed to remain. All improvements allowed to remain shall become the property of LADWP. This obligation shall survive the expiration or termination of this License Agreement.

110.2 Satisfactory Restoration Requirements

Upon expiration or termination of this License Agreement, LADWP will conduct an inspection of the Licensed Area to determine if restoration has been completed by Licensee. If upon inspection LADWP determines that restoration has been completed, LADWP will notify Licensee in writing. If LADWP determines that restoration has not been completed

upon expiration or termination of this License Agreement, LADWP may restore said Licensed Area entirely at the risk and expense of Licensee. The cost for said restoration by LADWP shall be deducted from Licensee's deposits. If Licensee's restoration deposit and security deposit are insufficient to cover the restoration costs, LADWP will bill Licensee, and Licensee shall promptly pay LADWP for the restoration costs in excess of Licensee's deposits.

110.3 License Fee During Restoration

Licensee agrees and understands that Licensee shall be responsible for, and obligated to pay, the license fee until such time that Licensee receives notice from LADWP, in writing, that restoration has been completed to LADWP's satisfaction in accordance with Subsection 110.2 of this License Agreement.

110.4 Balance of Deposit

If LADWP determines that Licensee has satisfactorily completed restoration of the Licensed Area and all obligations under the terms of this License Agreement, LADWP will return the remaining balance of Licensee's deposits.

111. Licensee's Responsibility

111.1 Material Costs, Labor Fees and Liens

Licensee shall pay for all materials placed upon, joined, or affixed to said Licensed Area by or at the instance of Licensee, shall pay in full all persons who perform labor upon said Licensed Area at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against said Licensed Area for any work completed or materials furnished thereon at the instance or request of Licensee. Licensee shall provide LADWP notice in writing of any liens levied against the Licensed Area. Licensee shall have fifteen (15) calendar days to cause the removal of any such liens and if such liens are not removed, LADWP may pay any amount owed and cause their removal. LADWP shall bill Licensee for the amount paid out by LADWP in removing such liens. Licensee shall have fifteen (15) calendar days to repay the funds expended by LADWP necessary to remove such lien. Failure to comply with the requirements of this Section shall be considered a default and LADWP shall have the right but not the obligation to terminate this License Agreement. The exercise by LADWP of its right to terminate under this Section shall not be construed as a waiver of any of its right to any other remedy or lawful action to recover funds paid by LADWP.

111.2 Reasonable Precautions

Licensee is hereby notified that facilities of LADWP, other licensees or authorized users of LADWP may exist on the Licensed Area. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all such installations. LADWP and any of its licensees will take reasonable precautions and actions to avoid infringement, interference, or damage to Licensee's equipment and/or improvements.

111.3 Personnel Training

Licensee shall be responsible for the training of its personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment, and the handling and disposal of hazardous materials and wastes in connection with the permission herein given.

111.4 Clean up Cost and Expenses

During and upon the expiration or termination of this License Agreement for whatever reason, Licensee shall be responsible, to the extent caused by or introduced onto the Licensed Area as a result of the use of the Licensed Area by Licensee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Licensed Area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C. §§9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C. §§6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 U.S.C. §§1251 et seq.]; the Toxic Substances Control Act [15 U.S.C. §§2601 et seq.]; the Hazardous Materials Transportation Act [49 U.S.C. §§5101 et seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C. §§136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C. §§9601 et seq.]; the Clean Air Act [42 U.S.C. §§7401 et seq.]; the Safe Drinking Water Act [42 U.S.C. §§300f et seq.]; the Solid Waste Disposal Act [42 U.S.C. §§6901 et

seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C. §§1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C. §§11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C. §§651 et seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et seq.]; the Carpenter-Presley-Tanner Hazardous Substances Account Act [H&SC §§25300 et seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§25249.5 et seq.]; and the Porter-Cologne Water Quality Control Act [Wat.C. §§13000 et seq.] together with any amendments of, or regulations promulgated under the statutes cited above, and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Licensed Area, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of LADWP and any governmental body having jurisdiction there over.

111.5 Signage

Licensee shall not allow any signs, placards, or advertising matter (other than the usual and ordinary business signs of Licensee) to be placed or maintained on, or attached to, said Licensed Area or any part thereof, without the written consent of LADWP; and such business signs shall be placed, maintained, and attached in such a manner as LADWP shall prescribe and shall comply with all government codes or restrictions. Licensee must post and maintain on site the required signage, which shall include but not be limited to the following information, at a designated location approved by LADWP:

- (a) Licensee's 24-hour contact information
- (b) Licensee's 24-hour phone number
- (c) LADWP File Number: W-101974

111.6 Changes or Additions to Equipment or Improvements to Licensed Area

Licensee shall not place any equipment or improvements within the Licensed Area except for those approved in writing by LADWP. Licensee shall submit detailed drawings and obtain the prior written approval of LADWP for changes or additions to said equipment or improvements prior to the construction of such changes or additions. "As Built" drawings showing all of the changes and additions shall be submitted to LADWP's Real Estate Services within sixty (60) days of completion. LADWP shall sign and date the drawings, which will then

become a part of this License Agreement. Unapproved equipment or improvements found on the Licensed Area will be considered a breach of this License Agreement and subject to corrective actions.

ARTICLE 2 - STANDARD PROVISIONS

200. Assignment and Sublicensing

Licensee shall not assign, sublease, or permit the use of the Licensed Area, or improvements installed therein, to any entity(ies) or persons other than Licensee and its employees, or otherwise transfer (voluntarily, involuntarily, or by operation of law) all or any part of its interest in this License Agreement, the Licensed Area or the improvements installed therein, without prior written consent of LADWP's Director of Real Estate, which may be withheld, conditioned, or delayed at LADWP's sole discretion. Any attempt by Licensee to do any of the aforementioned, without prior written consent of LADWP's Director of Real Estate, shall be void and shall confer no right on any third party, and may, at LADWP's sole discretion, result in the immediate termination of the License Agreement. LADWP will refuse any request to assign or sublicense this License Agreement to any entity that does not hold entitlements to use the adjacent land in accordance with Section 210 of this License Agreement. Any change in the Managing Member or Manager of any Licensee limited liability company shall constitute an assignment and shall require the review and consent of LADWP in accordance with this section prior to such assignment.

Licensee shall notify LADWP of any event that materially changes the status of one, any, or all, of Licensee's constituent parts including, but not limited to, bankruptcy or default, within ten (10) calendar days of said change.

201. Indemnification

Licensee has inspected the Licensed Area, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-licensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "LADWP Indemnitees"), and at the option of LADWP, defend by counsel satisfactory to LADWP, LADWP Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs or losses of any kind or nature

whatsoever that are incurred by or asserted against the LADWP Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Licensee's employees, customers, invitees and agents, or persons who enter onto the Licensed Area, or damage or destruction or loss of use of any Licensed Area of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this License Agreement; 2) the Licensed Area; 3) the acts or omissions of Licensee or its officers, employees, contractors, agents, or invitees; or 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its officers, agents, employees, contractors or sub-licensees with respect to any area/Licensed Area covered under this agreement, regardless of any negligence on the part of the LADWP Indemnitees; except for the sole negligence or willful misconduct of LADWP. This indemnity shall apply whether occurring during the term of this License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which the LADWP Indemnitees have under law or under this License Agreement.

Licensee shall neither hold LADWP liable for nor seek indemnity from LADWP for any damage to Licensee's equipment and/or improvements due to future construction or reconstruction by LADWP within the Licensed Area. LADWP shall notify Licensee of any pending construction by LADWP to enable Licensee to protect its equipment and/or improvements.

202. Insurance Requirements.

Licensee shall procure at its own expense, and keep in effect at all times during the term of this License Agreement, the types and amounts of insurance specified on the attached Exhibit C "Contract Insurance Requirements" page.

202.1 Additional Insured Status Required.

The insurance shall also by scheduled endorsement(s) attached to such policies, include, the City of Los Angeles, its Department of Water and Power, its Board of Commissioners, and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects Licensee's acts, errors, or omissions in its performance of this License Agreement, hereunder or other related functions performed by or on behalf of Licensee. Such insurance shall not limit or qualify the liabilities and obligations of Licensee assumed under this License Agreement.

202.2 Separation of Insured's Interest and Cross Liability Required

Each specified insurance policy, as applicable, shall contain a Separation of Interest and Cross Liability clause and shall apply

separately to each insured against whom a claim is made or suit is brought and a Contractual Liability Endorsement which shall also apply to liability assumed by the insured under this License Agreement with LADWP.

202.3 Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of or results from the acts, errors, or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and Licensee's insurance is primary for all purposes despite any conflicting provision in Licensee's policies to the contrary.

202.4 Proof of Insurance for Renewal or Extension Required

Licensee shall provide evidence of the required insurance at least ten (10) days after the expiration date of any of the policies required on the attached Contract Insurance Requirements page showing that the insurance coverage has been renewed or extended and shall be filed with LADWP.

202.4.1 Submissions of Acceptable Proof of Insurance and Notice of Cancellation

Licensee shall provide proof to LADWP's Risk Manager of all specified insurance and related requirements using either an Acor certificate of insurance along with any required scheduled endorsements, or using LADWP's own endorsement form(s) or using other written evidence of insurance (i.e. self-insurance) in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with LADWP prior to Licensee or its contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the specified endorsement for the Department of Water and Power was attached to a specific policy, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in a required coverage or non-renewal (other than for non-payment) except after written notice by first class mail or electronic mail to LADWP's Risk Management Section at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by first class or electronic mail to:

The Risk Management Section,
Los Angeles Department of Water and Power,
Post Office Box 51111, JFB Room 465,
Los Angeles, California 90051-0100.
Email: Riskmanagement.Risky@ladwp.com

202.5 Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, Licensee, following completion of work and at the policy expiration date, shall provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the contract and with the same limits, terms and conditions of the expiring policy.

202.6 Failure to Maintain and Provide Proof as Cause for Termination

After prior notices have been provided, any failure by Licensee to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which LADWP may immediately terminate or suspend this License Agreement.

202.7 Sub-Contractor Compliance

Licensee shall be responsible for all sub-contractors' and contractors' compliance with the insurance requirements with limits applicable to the scope of work/services being performed.

202.8 Specific Requirements

See Exhibit C, "Contract Insurance Requirements," attached hereto and made a part hereof.

203. Possessory Interest

Licensee, by executing this License Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided. For information about a specific Possessory Interest assessment, please contact the County Assessor's Office.

204. No Relocation

Licensee acknowledges that Licensee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other provisions of law upon the expiration or termination of this License Agreement.

205. Prevailing Wages

205.1 California Labor Code

To the extent applicable Licensee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.

205.2 Davis-Bacon Act

If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any improvements, Licensee shall comply with or cause its general contractor and all sub-contractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.

205.3 Pre-Construction Orientation

Prior to the commencement of construction, and as soon as practicable in accordance with the applicable schedule, Licensee shall contact the City to schedule a pre-construction orientation meeting with Licensee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, pre-construction conference requirements, record keeping and reporting requirements necessary for the evaluation of Licensee's compliance with this Section.

205.4 Licensee Enforcement of Applicable Laws

Licensee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and sub-contractors, including withholding payments to those contractors or sub-contractors who violate these requirements. In the event that Licensee fails to monitor or enforce these requirements against any contractor or sub-contractor, Licensee shall be liable for the full amount of any underpayment of

wages, plus costs and attorney's fees, as if Licensee was the actual employer, and LADWP, the City or the State Department of Industrial Relations may withhold monies owed to Licensee, may impose penalties on Licensee in the amounts specified herein, may take action directly against the contractor or sub-contractor as permitted by law, and/or may declare Licensee in default of this License Agreement and thereafter pursue any of the remedies available under this License Agreement.

205.5 Inclusion of Provisions in All Bid Specifications

Licensee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this License Agreement.

205.6 Labor Code Compliance Indemnity

Licensee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to LADWP) the City and LADWP against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Licensee, its contractor and sub-contractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the Licensed Area.

206. Los Angeles City Charter Requirements and Los Angeles City Ordinance-Related Provisions

206.1 Ordinances, Statutes, Permits, and Regulations

All work completed, pursuant to the terms of this License Agreement, shall be completed in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.

206.2 No Discrimination

Licensee agrees and obligates itself in performing this License Agreement not to discriminate against any employee or applicant for employment because of his/her race, religion, national origin, ancestry,

sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

206.3 Affirmative Action Program

Licensee agrees to comply with Section 10.8.4 of Los Angeles Administrative Code ("Affirmative Action Program"). By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Code, the failure of Licensee to comply with the Affirmative Action Program may be deemed a material breach of this License Agreement.

206.4 Child Support Assignment Orders

This License Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of this License Agreement subjecting this License Agreement to termination where such failure shall continue for more than ninety (90) days after such notice of such failure to Licensee by LADWP or City.

206.5 Equal Benefits Provisions

This License Agreement is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Licensee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1(c) and 10.8.2.1(f) of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Benefits Provisions of this License Agreement may be deemed to be a material breach of this License Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Benefits Provisions of this License Agreement, this License Agreement may be forthwith terminated.

206.6 Equal Employment Practices

This License Agreement is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this License Agreement, Licensee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not

limitation, pursuant to Sections 10.8.3(E) and 10.8.3(F) of the Los Angeles Administrative Code, the failure of Licensee to comply with the Equal Employment Practices provisions of this License Agreement may be deemed to be a material breach of this License Agreement. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Licensee. Upon a finding duly made that Licensee has failed to comply with the Equal Employment Practices provisions of this License Agreement, this License Agreement may be forthwith terminated.

206.7 Slavery Disclosure Ordinance

This License Agreement is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this ordinance, Licensee certifies that it has complied with the applicable provisions of the ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this License Agreement and otherwise pursue legal remedies that may be available to LADWP if LADWP determines that Licensee failed to fully and accurately complete the SDO affidavit or otherwise violated any provisions of the SDO.

206.8 Limitations on Campaign Contributions and Fundraising

Licensee, sub-contractor, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c) (12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if this License Agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Licensee is required to provide and update certain information to the City as specified by law. Any Licensee subject to Charter Section 470(c) (12), shall include the following notice in any contract with a sub-contractor expected to pay at least \$100,000 in consideration under this License Agreement:

206.8.1 Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

Pursuant to City Charter Section 470(c) (12), Licensee, its principals and sub-contractors are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for twelve (12) months after this License Agreement is signed. Licensee is

required to provide to LADWP the names, addresses and contact information of its principals and sub-contractors, and shall update that information if it changes during the twelve (12) month time period. Licensee's principals and sub-contractor's information included must be provided to LADWP within five (5) business days. Failure to comply may result in termination of this License Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling (213) 978-1960.

206.8.2 Licensee Compliance with Requirements

Licensee, sub-contractors, and their principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this License Agreement and pursue any and all legal remedies that may be available.

206.9 Tax Registration Certificate

This Section is applicable where Licensee engaged in business within the City of Los Angeles and Licensee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [Section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [Section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [Section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this License Agreement or the effective date of any extension of the term or renewal of this License Agreement, Licensee shall provide to LADWP proof satisfactory to LADWP's Director of Real Estate that Licensee has the required TRCs and that Licensee is not then currently delinquent in any tax payment required under the Tax Ordinances. LADWP may terminate this License Agreement if LADWP determines that Licensee failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the term of, or renewing this License Agreement. LADWP may also terminate this License Agreement at any time during the term of this License Agreement if Licensee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Licensee fails to cure such deficiencies within the thirty (30) day period.

206.10 Business Tax Registration Certificates

Licensee shall obtain and keep in full force and effect during the term of this License Agreement all Business Tax Registration Certificates (BTRC) required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter II, Section 21.00 of the Los Angeles Municipal Code. For additional information regarding applicability of the City Business Tax Registration, visit the Office of Finance website at <https://finance.lacity.org/>.

206.11 Service Contract Worker Retention Ordinance

This License Agreement is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq., of the Los Angeles Administrative Code). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this License Agreement and otherwise pursue legal remedies that may be available if LADWP determines that the subject contractor violated the provisions of the SCWRO.

206.12 Living Wage Ordinance

This License Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO); Section 10.37 et seq. of the Los Angeles Administrative Code, as amended. The LWO requires that, unless specific exemptions apply, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involves an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months; Licensee or certain recipients of City financial assistance, generally, shall provide the following:

206.12.1 Minimum Initial Wage

Payment of a minimum initial wage rate to employees as defined in the LWO.

206.12.2 Sick Leave, Vacation or Personal Necessity

Provision of compensated days off annually for sick leave, vacation or personal necessity at the employee's request, and

additional days annually of uncompensated time off for sick leave as prescribed in the LWO.

206.13 Los Angeles Administrative Code

Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that Licensee or financial assistance recipient violated the provisions of the referenced Code Sections. For additional information, please contact the Office of the City Administrative Officer at (213) 473-7500.

206.14 Contractor Responsibility Ordinance of the Los Angeles Administrative Code

This License Agreement is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq., of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a), Licensee or lessees or licensees of LADWP property who render services on the Licensed Area are covered by the CRO if any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by LADWP or its employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative agency of LADWP has determined in writing that coverage would further the proprietary interests of LADWP. Licensee or lessees or licensees of LADWP property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist LADWP in determination that the licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All Licensees of LADWP property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("POC"):

206.14.1 Compliance with Federal State, and Local Laws and Regulations

Licensee shall comply with all applicable federal state, and local laws and regulations in the performance of the contract, including but not limited to laws regarding health and safety,

labor and employment, wage and hour, and licensing laws which affect employees.

206.14.2 Notification of Investigation by Governmental Agency.

Licensee shall notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the licensee did not comply with Subsection (1) above in the performance of the license;

206.14.3 Notification of Violation of Federal State, and Local Laws and Regulations

Licensee shall notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the lessee or licensee has violated Subsection 206.14.1 above in the performance of the License Agreement;

206.14.4 Pledge of Compliance

Licensee shall ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that subcontractors working on the Licensed Area submit a POC to the awarding authority signed under penalty of perjury; and ensure that subcontractors working on the Licensed Area abide by the requirements of the POC and the requirement to notify the awarding authority within thirty (30) calendar days that any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Subsection (206.14.1) above in the performance of the License Agreement.

206.14.5 Compliance with Contractor Responsibility Ordinance

Licensee shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Licensee may not use any subcontractor that has been determined or found to be a non-responsible contractor by LADWP. The listing of non-responsible contractors may be obtained from the City's Bureau of Contract Administration. Subject to approval by the awarding authority, Licensee may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this License Agreement. Licensee shall

submit to LADWP a Pledge of Compliance for each subcontractor listed by Licensee in its Questionnaire, as performing work on this License Agreement within thirty (30) calendar days of execution of this License Agreement, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of Licensee on this License Agreement shall constitute a declaration under penalty of perjury that Licensee shall comply with the POC.

207. Other Governmental Requirements

207.1 Compliance with Low Impact Development (LID) Ordinances

All developments or redevelopments within the Licensed Area are required to comply with the City of Los Angeles' Ordinance No. 183833 (City's LID Ordinance) or, when applicable, the County of Los Angeles' Code Title 12, Chapter 48 (County's LID Code). Licensee is responsible for the purchasing, installation, and maintenance of any required devices under the City's LID Ordinance or the County's LID Code for the duration of the License Agreement. Licensee is also responsible for the removal of any installed devices prior to the surrender of the Licensed Area. At Licensee's expense, Licensee shall be responsible for obtaining all required permits and environmental reviews required by federal, state, local, and municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government regulating authority.

207.2 Utility Services Fees

Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given. Licensee shall not use any existing utility system prior to the transfer of financial responsibility to Licensee with the appropriate utility company supplying existing service.

207.3 Zoning Demands and Variances

Licensee shall not use LADWP's property to satisfy any zoning demands, zoning variances, open space or parking requirements, and any other governmentally imposed conditions for building plans and permits.

208. Estoppel Certificate

Licensee hereby acknowledges and agrees that LADWP shall at no time during the term of this License Agreement be responsible for or be required to provide an Estoppel Certificate of any kind for any reason. LADWP does not make any representation or any rights other than those expressly granted herein.

209. Miscellaneous

209.1 Los Angeles Municipal Code Section 121

During the term of this License Agreement, Licensee shall comply with Los Angeles Municipal Code Section 121, relating to water conservation as to the Licensed Area.

209.2 License Agreement Will Not Be Recorded.

Licensee agrees that this License Agreement will not be recorded.

209.3 Counterparts

This License Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

209.4 No Third-Party Beneficiary.

The parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this License or of any duty, covenant, obligation, or undertaking established under this License.

209.5 License Governed by the State of California Law.

This License Agreement shall be interpreted, governed by, and construed under the laws of the State of California and venue shall lie in the County of Los Angeles.

209.6 No Waiver

Any waiver at any time by either party of its rights with respect to a default under this License Agreement, or with respect to any other matter arising in connection with this License Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay in assessing or enforcing any right, shall not be deemed to be a waiver of such right, provided that all applicable contractual and statutory periods of limitation shall apply.

210. Acknowledgement of Requirement to Hold Entitlement to Adjacent Land

Licensee hereby acknowledges and agrees that at all times during the term of this License Agreement, Licensee shall own and/or have rights to, or a recorded Lease over the real property that is contiguous to both sides of the Licensed Area ("Owner Properties"). The Owner Properties, which shall include all successor parcels, are generally described as Kern County Assessor Parcel Numbers 237-185-08 and 237-540-01 as shown on, and highlighted in, the assessor's maps marked Exhibit D - Owner Properties, attached hereto and made a part hereof. Failure to adhere to the requirements of this Section 210 of the License Agreement, shall result in immediate termination of the License Agreement.

ARTICLE 3 – POWER SYSTEMS

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ARTICLE 4 - WATER SYSTEMS

General

1. The First Los Angeles Aqueduct (FLAA) and Second Los Angeles Aqueduct (SLAA) (the FLAA and SLAA are collectively referred to herein as the "Aqueducts") are essential facilities for the LADWP, furnishing approximately 50 and 30 percent, respectively of the water supply to the City of Los Angeles, with a replacement water cost, if available of over **\$706,000** per day and **\$454,000** per day, respectively, in 2022 US dollars. The Licensee shall be responsible for the cost of replacement water in the event that the Aqueducts are damaged by the Licensee's activities. A performance bond in the amount of **\$1,000,000** must be provided for the costs associated with the timely restoration of the Aqueducts to place it back into service in the event it is damaged by the Licensee's activities.
2. **The LADWP requires that the crossings (power-transmission, communication, etc.) shall be a minimum distance of one (1) mile apart to minimize the impact of the crossings to LADWP's Aqueduct operations and maintenance work. This requirement has been waived for this agreement since Licensee has submitted sufficient information showing that no other options were available.**
3. The Licensee must provide a map prepared by a licensed surveyor for the proposed crossing locations for review and approval by LADWP.
4. The FLAA and SLAA were not designed to carry extra loads exerted by vehicles or equipment crossing over them. The Licensee, its successors, assignees, contractors, subcontractors, subsidiaries, etc. (collectively referred to hereinafter as Licensee) must use existing bridge crossings.
5. The Licensee must upgrade existing bridge crossings if its vehicles or equipment exceed the carrying capacity of the existing bridge as rated in AASHTO HL 93 loading and conform with current State of California Amendments.
6. LADWP requires the construction of bridge crossings capable of carrying the maximum anticipated equipment and vehicle loads in areas where there are no alternative crossing locations.
7. **Towers (power-transmission, communication, etc.) or similar structures shall be located, at a minimum, a perpendicular horizontal distance equal their vertical height plus 25 feet, unless otherwise specified, from the centerline of an Aqueduct conduit. The minimum vertical clearance over the FLAA, SLAA and patrol roads shall be 120' to allow for the use of a crane for emergency repairs on the Aqueducts.**
8. No construction or grading will be permitted within the Licensed Area without prior written approval of plans by WO Division.

9. No construction or exploratory work shall be done within the right-of-way without LADWP's written approval.
10. Design drawings and calculations shall be submitted to LADWP for approval. Design drawings shall be prepared by a Structural/Civil Engineer licensed to practice in the State of California. All construction/grading activities shall conform to LADWP approved Drawings. Any changes to LADWP approved drawings shall require resubmittal and LADWP approval prior to construction/grading activities.
11. Construction schedule and method shall be submitted to LADWP for approval prior to the planned beginning of construction. Construction method shall include support and protection of the Aqueducts during construction.
12. No additional or construction loads, either temporary or permanent shall be placed on the Aqueducts.
13. Positive drainage away from the Aqueducts property shall be maintained to eliminate any possibility of damage from soil erosion, impounded water, or contamination of the Aqueducts.
14. All cut and fill slopes within LADWP's property shall contain adequate berms, benches, and interceptor terraces. Revegetation measures shall also be provided for dust and erosion control protection of LADWP property.
15. The Licensee shall obtain and pay for all permits and licenses required for performance of the work and shall comply with all the laws, ordinances, rules, orders, or regulations including, but not limited to, those of any agencies, LADWP, districts, or commissions of the State, County, or City having jurisdiction thereover.
16. During construction, the Licensee shall maintain one copy of the approved plans at the job site at all times. "As Constructed" drawings showing all plans and profiles shall be furnished to LADWP within 30 calendar days of completion of the project.
17. The Licensee shall complete all required work affecting the Aqueducts by the approved construction completion date. Failure to complete said construction by this date shall be grounds for immediate revocation of the License Agreement. Alternatively, LADWP may, at its option complete the work at the Licensee's expense.
18. LADWP operations require continuous and uninterrupted access to LADWP's property around the Aqueducts. LADWP may require removal of any obstruction without prior notice to permit its access for maintenance and operation of the Aqueducts.
19. The Aqueduct Southern District Construction and Maintenance Supervisor and Aqueduct Southern District Engineering shall be notified at least seven calendar days

prior to the start of construction. The Construction and Maintenance Supervisor can be contacted during working hours, Monday through Thursday, at (661) 824-7900. Aqueduct Southern District Engineering can be contacted during working hours, Monday to Friday, at (213) 367-1036 or (213) 367-1102. **In case of emergency during construction, please contact Construction and Maintenance Supervisor Steven Russell at (213) 407-1151 or Aqueduct Southern District Engineering at (213) 272-8246.**

20. The Licensee must provide an emergency telephone list at least seven calendar days prior to the start of construction. LADWP will also provide an emergency telephone list at this time.
21. An LADWP inspector shall be present during grading/construction operations. A deposit of \$5,000 for the cost of LADWP inspection services shall be provided to LADWP prior to the start of construction. Upon completion of the construction by the Licensee, deposited funds in excess of actual inspection costs will be returned or inspection costs greater than the deposited amount shall be billable to the Licensee. The Licensee shall contact Aqueduct Southern District Construction and Aqueduct Southern District Engineering at least seven calendar days prior to grading and or construction operations to arrange for the presence of an inspector. The Licensee shall provide a telephone for the use of LADWP's inspector during grading and construction activities. LADWP shall be present to inspect the construction for compliance with this License Agreement only and Licensee shall not rely on LADWP's inspection for any health and safety or governmental regulatory compliance.

DWP Patrol Roads

22. The proposed transmission line crossings shall be installed at the locations shown on Exhibits A and B, such that LADWP's use of the patrol road adjacent to the Aqueduct will not be impaired.
23. LADWP maintains a system of access and patrol roads by prescriptive rights, and on rights-of-ways for its daily use in maintenance and operation of its Aqueduct system. It is necessary that these roads be maintained and available for use during construction activities and for future accessibility. Any realignment required by the construction operations shall be done at the Licensee's expense and with prior written approval of LADWP. Conduit crossings of these roads shall be at an angle of approximately 90 degrees.
24. Prior to any excavation of LADWP's patrol road for construction, the Licensee shall provide a LADWP-approved detour for LADWP's use during construction.
25. Trench excavations for construction within LADWP patrol road shall be backfilled and compacted to the road elevation not later than five calendar days after its excavation.


Backfill material shall be compacted to a relative density of not less than 95 percent as determined by ASTM D1556 and ASTM D1557.

26. Storage of materials or equipment will not be permitted on LADWP property.
27. Vehicular crossings of the LADWP property are prohibited, except at the locations stipulated by LADWP.
28. Foundation piles shall be drilled, cast-in-place piles. No impact or vibratory pile driving methods shall be employed. The placement of drilling equipment within 25 feet of the Aqueduct centerline is prohibited.
29. Material or equipment shall not be stored on LADWP property. All trash, debris, waste, and excess earth shall be removed from LADWP property upon completion of the project.
30. Fueling of vehicles and equipment shall not be allowed within the LADWP right-of-way.
31. Fires and burning of materials are not allowed on LADWP right of way.
32. LADWP will not be responsible for any expenses associated with the removal or maintenance of the proposed overhead transmission line crossings to permit access for maintenance or emergency repairs of the Aqueduct, or for any expenses associated with the relocation of the overhead transmission line crossings due to any future repair, replacement, or improvements of the Aqueduct.
33. Failure of the Licensee to satisfactorily comply with any of these requirements and conditions shall be sufficient grounds for revocation of the permission to cross the Aqueducts and/or patrol roads. If LADWP determines at any time during construction that the Licensee's actions are hazardous or detrimental to LADWP facilities, LADWP shall have the right to immediately order termination of said construction.

34. To the extent the overhead transmission line (T/L) crossings described herein are below 120 feet above ground, the Department will notify the Licensee when it becomes aware of an emergency, as determined by LADWP, that requires the immediate repair of the Aqueduct. The Licensee will be required to immediately de-energize and if necessary remove the T/L's as needed for the Department to make repairs to the Aqueduct. In the event the Licensee does not complete the removal of the T/L's as required by the Department, the Licensee will reimburse the Department for the actual cost of the water plus any transportation costs that would be delivered through the Aqueduct to the City of Los Angeles according to "Exhibit C" General Conditions, Section 1 of this agreement or the cost of purchasing the equivalent amount of water from the Metropolitan Water District to maintain water supply the City of Los Angeles."

Date _____

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS




ANSELMO G. COLLINS
Senior Assistant General Manager-
Water System

By: _____
MARTIN L. ADAMS
General Manager and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL H. FEUER, CITY ATTORNEY

AUG 17 2022
BY 
TIMOTHY J. CHUNG
ASSISTANT CITY ATTORNEY

Dated September 13, 2022

59TC 8ME, LLC

A Delaware limited liability company

By: 

Name: Thomas Buttgenbach

Title: President

50LW 8ME, LLC

A Delaware limited liability company

By: 

Name: Thomas Buttgenbach

Title: President

26SB 8ME, LLC

A Delaware limited liability company

By: 

Name: Thomas Buttgenbach

Title: President

51LV 8ME, LLC

A Delaware limited liability company

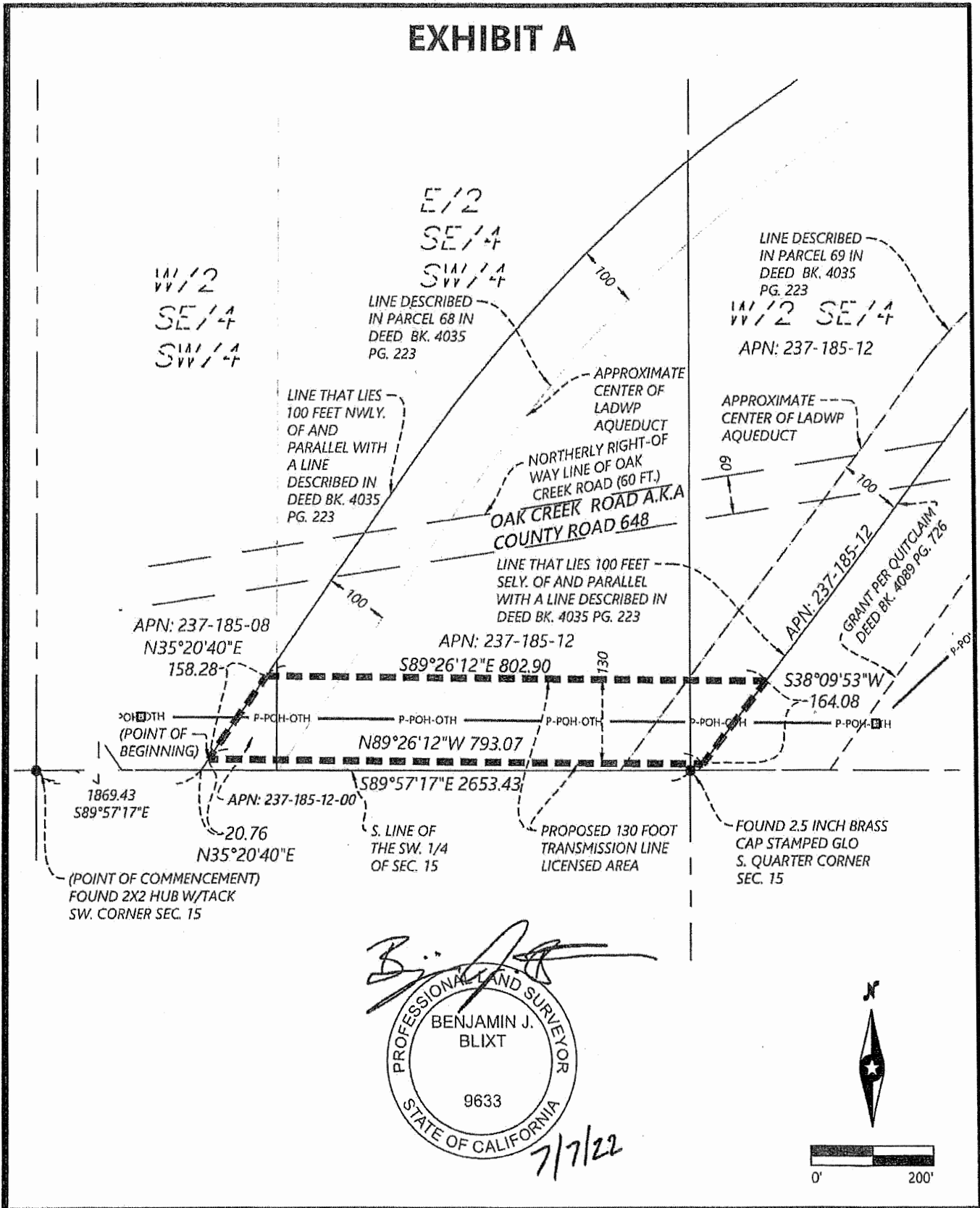
By: 

Name: Thomas Buttgenbach

Title: President

LICENSEE

EXHIBIT A

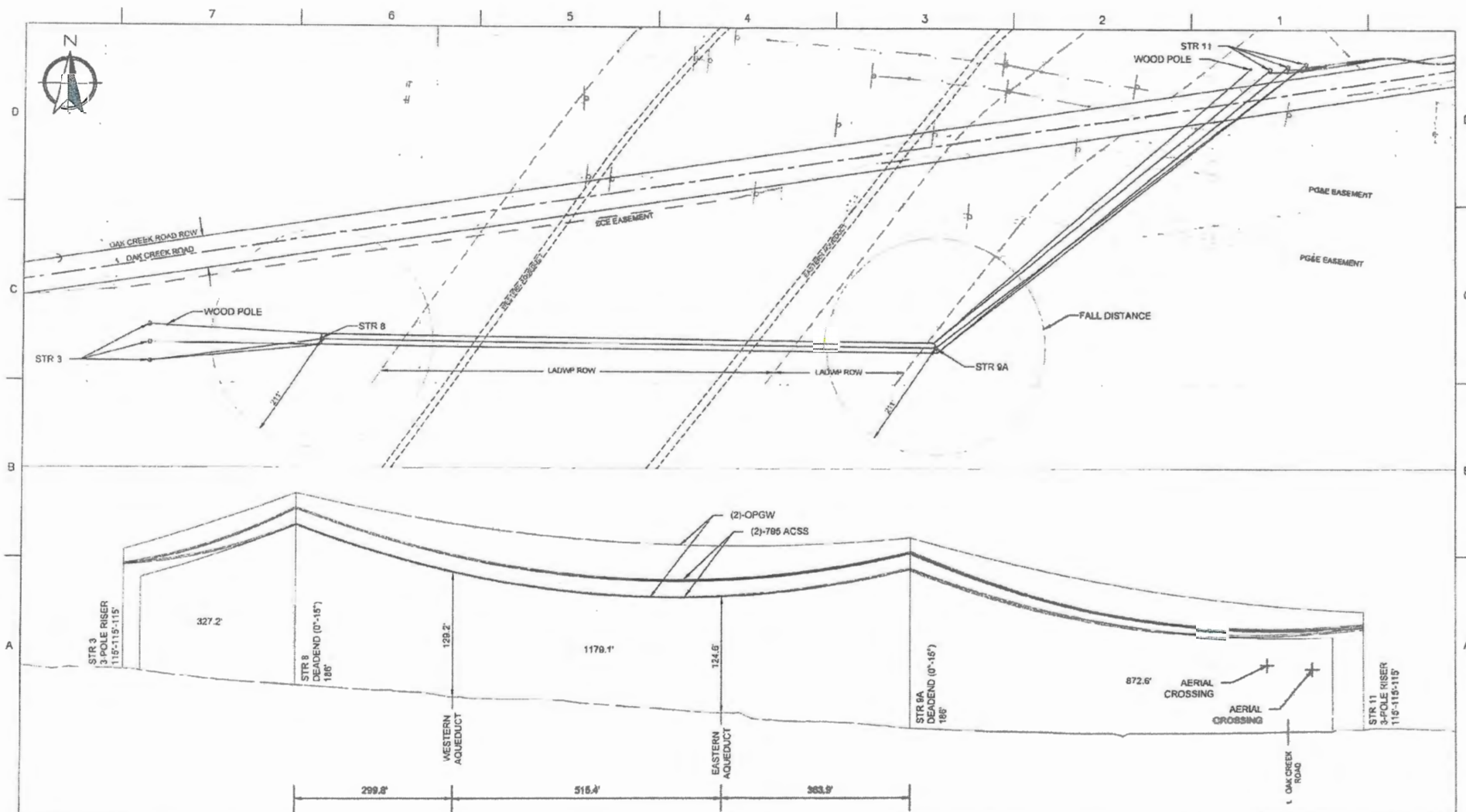


Westwood

Licensed Area

Exhibit A

DATE: 07/07/2022



CONTRACTOR/INSTALLER SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO ENSURE THE SAFETY OF ALL PEOPLE LOCATED ON THE WORK SITE, INCLUDING CONTRACTORS/INSTALLER'S PERSONNEL (OR THAT OF ITS SUB-CONTRACTOR(S)) PERFORMING THE WORK.

EXHIBIT B

PRELIMINARY
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION	DESIGNED	REV'D	APP'D	CONTRACT NO.	PROJECT NO.	APP'D. MAR	DATE: 06/08/2021	SHEET 1 OF 1
C	06/08/2021	FOR 50% REVIEW	SLS	BCM	MAR					
B	07/30/2021	FOR 50% REVIEW	SLS	BCM	MAR					
A	07/25/2021	FOR 50% REVIEW	SLS	BCM	MAR					

WORK ORDER NO. A14354 001

PROJECT NO. A14354 001

CONTRACT NO.

PHILIP: SLS

CHKD: BCM

DATE: 06/08/2021

TITLE: BELLEFIELD - WINDHUB
220KV TRANSMISSION LINE

LOCATION: MCJAVE, CALIFORNIA

DRAWING NUMBER: WSBS1-907

REV: C

For Contractors, Service Providers, Vendors, and Tenants

EXHIBIT C

Agreement/Activity/Operation: License Agreement - Construct/Maintain/Operate - Overhead Utility Crossings
 Reference/Agreement: P-101974 - CERTIFICATE ACCEPTABLE (w/required scheduled endorsements)
 Term of Agreement: _____
 RE Officer: Ron Davis
 Phone Number: (213) 202-0516

- o Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated.
- o Firm 30 day Notice of Cancellation required.
- o All required scheduled endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

PER OCCURRENCE LIMITS

(✓) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)

- | | |
|-------------------------------------|--|
| (✓) CA / All States Endorsement | () US L&H (Longshore and Harbor Workers) |
| () Jones Act (Maritime Employment) | () Outer Continental Shelf |
| (✓) Waiver of Subrogation | () Black Lung (Coal Mine Health and Safety) |
| () Other: _____ | () Other: _____ |

(✓) AUTOMOBILE LIABILITY: (\$1,000,000.00)

- | | |
|---------------------------|------------------------|
| (✓) Owned Autos | () Any Auto |
| (✓) Hired Autos | (✓) Non-Owned Auto |
| () Contractual Liability | (✓) Additional Insured |
| () MCS-90 (US DOT) | () Trucker's Form |
| () Waiver of Subrogation | () Other: _____ |

(✓) GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$10,000,000.00)

- | | | |
|----------------------------------|-------------------------------|--|
| (✓) Property Damage | (✓) Contractual Liability | (✓) Personal Injury |
| (✓) Premises and Operations | (✓) Products/Completed Ops. | (✓) Independent Contractors |
| (✓) Fire Legal Liability | () Garagekeepers Legal Liab. | () Child Abuse/Molestation |
| () Corporal Punishment | () Collapse/Underground | () Explosion Hazard |
| () Watercraft Liability | () Pollution | (✓) Addition Insured Status |
| () Waiver of Subrogation | () Airport Premises | () Hangarkeepers Legal Liab. |
| () Marine Contractors Liability | () Other: _____ | (✓) Other: Primary, Excess or Umbrella |

() PROFESSIONAL LIABILITY: ()

- | | | |
|---------------------------|-------------------------------|---------------------------|
| () Contractual Liability | () Waiver of Subrogation | () 3 Year Discovery Tail |
| () Additional Insured | () Vicarious Liability Endt. | () Other: _____ |

() AIRCRAFT LIABILITY: ()

- | | | |
|----------------------------------|---------------------------|--------------------------------|
| () Passenger Per Seat Liability | () Contractual Liability | () Hull Waiver of Subrogation |
| () Pollution | () Additional Insured | () Other: _____ |

() PROPERTY DAMAGE: () Loss Payable Status (AOIMA) ()

- | | | |
|------------------------------------|----------------------------------|----------------------------------|
| () Replacement Value | () Actual Cash Value | () Agreed Amount |
| () All Risk Form | () Named Perils Form | () Earthquake: _____ |
| () Builder's Risk:\$_____ | () Boiler and Machinery | () Flood: _____ |
| () Transportation Floater:\$_____ | () Contractors Equipment\$_____ | () Loss of Rental Income: _____ |
| () Scheduled Locations/Propt. | () Other: _____ | () Other: _____ |

() WATERCRAFT: ()

- | | | |
|------------------------------|------------------|------------------------|
| () Protection and Indemnity | () Pollution | () Additional Insured |
| () Waiver of Subrogation | () Other: _____ | () Other: _____ |

() POLLUTION: ()

- | | | |
|---------------------------|----------------------------|------------------------|
| () Incipient/Long Term | () Sudden and Accidental | () Additional Insured |
| () Waiver of Subrogation | () Contractor's Pollution | () Other: _____ |

() CRIME: () Joint Loss Payable Status () Additional Insured ()

- | | | |
|-------------------------|--------------------------------|---------------------------------|
| () Fidelity Bond | () Financial Institution Bond | () Loss of Monies/Securities |
| () Employee Dishonesty | () In Transit Coverage | () Wire Transfer Fraud |
| () Computer Fraud | () Commercial Crime | () Forgery/Alteration of Docs. |
| () Other: _____ | () Other: _____ | |

() ASBESTOS LIABILITY: () Additional Insured ()



EXHIBIT D - Owner Properties