



TELECOMMUNICATION LEASE INFORMATION

The Contra Costa Water District (District) has an established telecommunication leasing program that allows telecommunication companies to install facilities at District-owned sites provided that: the telecommunication facilities do not interfere with District operations; the telecommunication carrier obtains any conditional use permit or other land use approvals required by the city or county with jurisdiction over the site; and the District and the telecommunication carrier are able to agree on terms for a lease.

The process for obtaining a telecommunication lease on a District site is outlined on the attached flow chart attached as Exhibit A and described below.

1. Permit for Study

The District facility map (available upon request) shows the location of tank sites (treated water reservoirs), pumping plants, and other facilities in the District's service area, which covers portions of Central and Eastern Contra Costa County. When a telecommunication carrier has chosen a potential District location for a facility, the first step is to apply for an encroachment permit to allow preliminary site investigation (radio frequency testing, site visits and preliminary design including land surveying). The District can grant access for study and testing by issuing a Temporary Encroachment Permit for Cell Site Investigation (attached as Exhibit B), which will contain standard District requirements such as insurance and indemnity provisions, along with conditions that are specific to the proposed facility. If the proposed facility appears compatible, staff will inform the applicant that it can move to the next step in the process.

ISSUANCE OF A TEMPORARY ENTRY PERMIT ALLOWS FOR STUDY AND TESTING ONLY, NOT CONSTRUCTION, AND IS NOT A COMMITMENT TO ENTER INTO A LEASE.

2. Application for Lease

This requires the applicant to submit a Communication Site-Lease Data Form (attached as Exhibit C) along with an Application for Entry (attached as Exhibit E) and a minimum initial administrative deposit of \$2,000 to cover the District's cost of processing the application/project request. **Note:** If the District's actual costs exceed the deposit(s) at any time, the applicant shall promptly pay the difference between the current estimated costs and the current deposit upon receipt of an invoice or request from the District for such costs. Documents will not be released to Applicant until Applicant has paid all applicable fees/costs and the total actual costs incurred by the District.

If desired, District staff can also make available to the applicant deeds, access easements, title policies, and other documentation that may assist the applicant in determining suitability of the District location and preparing a complete application. Where the District does not own access rights in fee title, Applicant/Lessee shall be solely responsible for obtaining any and all rights required for Applicant/Lessee to obtain access to the Property.

3. Initial District Review

District staff will then review the application to determine, based on the information available, whether the proposed facility is compatible with District operations at the proposed site (for example, whether sufficient space is available in light of current and future District facilities, whether the proposed telecommunication facility will impair access for District staff or interfere with the District's own telecommunication systems, etc.). If the District determines that the facility is compatible with District operations, it will give approval for the applicant to proceed with the process of obtaining land use approval from the governing jurisdiction.

APPROVAL AT THIS STAGE CONSTITUTES ONLY APPROVAL FOR FURTHER STUDY AND IS NOT A COMMITMENT TO LEASE ANY DISTRICT FACILITY TO THE APPLICANT OR TO START ANY CONSTRUCTION.

4. Land Use Approvals

If, after completing all necessary study and testing, the applicant determines that the proposed District location will meet its needs, the applicant will then need to obtain from the City or County with jurisdiction all required land use approvals and environmental review. The District will cooperate with the applicant in these efforts to the extent required by the permitting entity. Specifically, the District will sign its standard Letter of Authorization for Entitlement Application Purposes in the form attached as Exhibit D.

The process for obtaining environmental review and land use approvals requires notice to neighbors who may be affected by the proposed project. Although the District has no legal obligation to be involved in this process, as a long term neighbor, it has a strong interest in seeing that notification and coordination with the neighbors is handled conscientiously and professionally. In some circumstances, the District may request that the applicant take additional steps to accommodate neighbor concerns beyond those required by law or by the permitting agency.

AS NOTED IN EXHIBIT D, THE DISTRICT'S EXECUTION OF THAT DOCUMENT REFLECTS ONLY THE DISTRICT'S SUPPORT OF THE PROSPECTIVE LESSEE'S APPLICATION FOR LAND USE APPROVAL, AND DOES NOT COMMIT THE DISTRICT TO A LEASE, REGARDLESS OF WHETHER THE LAND USE APPROVAL IS GRANTED.

5. Lease Approval

When and if all environmental reviews are completed and land use approvals are received by the applicant, the applicant must submit the approved construction drawings for further District review, including any conditions in the land use approval. Assuming the conditions in the land use approval are acceptable to the District and no other issues are identified, the District will prepare a proposed telecommunications lease encompassing all standard District provisions, as well as any site-specific provisions that are needed. Lease terms, including rent, will be negotiated with the applicant, and when agreement on all terms is reached at staff level, the proposed lease will be submitted to the District's Board of Directors for approval.

ONLY WHEN THE DISTRICT'S BOARD OF DIRECTORS APPROVES THE LEASE TERMS AND THE LEASE IS SIGNED BY THE APPLICANT AND THE DISTRICT IS A BINDING LEASE IN EFFECT

6. Construction

Under the District's standard telecommunication lease, rent commences when the applicant obtains a building permit for the facility. When the applicant submits the building permit and final construction drawings to the District, and approval is given, construction can begin. As construction proceeds, District staff will inspect the site from time to time to ensure that neither the construction process nor the facility as built will conflict with District operations.

Note: Call USA North "811" at 1-800-227-2600 before any excavation. Applicant is required to remove all locate markings from the property to the District's satisfaction.

TELECOMMUNICATION LEASE FLOW CHART

PERMIT FOR STUDY

- Applicant selects District site, requests entry for telecommunications testing
- CCWD issues Temporary Encroachment Permit

ISSUANCE OF A TEMPORARY ENTRY PERMIT ALLOWS FOR STUDY AND TESTING ONLY, NOT CONSTRUCTION, AND IS NOT A COMMITMENT TO ENTER INTO A LEASE



APPLICATION FOR LEASE

- Applicant submits application for Use of CCWD Property, Communication Site Lease Data Form, Preliminary plans, and \$2,000 application fee
- CCWD conducts internal review and if the proposed facility appears compatible with District operations, allows proposed use to proceed to governing jurisdiction land use review

APPROVAL AT THIS STAGE CONSTITUTES ONLY APPROVAL TO PURSUE LAND USE APPROVALS AND IS NOT A COMMITMENT TO LEASE



LAND USE APPROVAL

- Applicant submits application, fees, and all necessary information to City or County for land use permits
- CCWD signs document concurring with applicant’s request for permits
- Permitting jurisdiction reviews application, gives public notice, conducts environmental review and (if appropriate) grants permits
- (In some cases) Applicant notifies District property neighbors of proposed project

CCWD CONCURRENCE REFLECTS ONLY SUPPORT OF THE APPLICANT’S REQUEST FOR LAND USE APPROVAL AND IS NOT A COMMITMENT TO LEASE



LEASE APPROVAL

- CCWD prepares standard lease, with site-specific provisions as necessary
- CCWD and the applicant negotiate lease terms
- Proposed lease is submitted to CCWD Board of Directors for approval

APPROVAL BY THE BOARD OF DIRECTORS AND EXECUTION BY STAFF CREATE A BINDING LEASE



CONSTRUCTION AND COMMENCEMENT

- Applicant submits final construction drawings and building permit
- CCWD approves drawings and authorizes construction
- CCWD coordinates with applicant on access, conducts periodic inspections
- On completion, CCWD conducts final inspection and authorizes commencement of operations



TEMPORARY ENCROACHMENT PERMIT
FOR CELL SITE INVESTIGATION
(Contra Costa Water District & USBR Property)

Permittee Name: _____

Address: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Employees, Agents, Contractors, Associates of the Permittee who may also use this permit:

Permit Period: _____ to _____

Portion of the District Property Permitted: _____

Purpose for Use: _____

Project/Event Account Number: _____
Administrative Deposit Balance: \$ _____ as of _____
Security Deposit Balance: \$ _____ as of _____

This permit is subject to all of the following:
1.) All of the Permit Terms and Conditions set forth on Pages two (2) and three (3) of this permit.
2.) All terms and conditions set forth in the Application for Entry and Use of Property.
3.) Compliance with all rules and regulations of Contra Costa Water District and local, state, and federal regulatory agencies.
4.) Call USA North "811" at 1-800-227-2600 before any excavation. Permittee is required to remove all locate markings from the property to the satisfaction of the District. (Note: No excavation without Contra Costa Water District approval and construction permit.)
NOTE: THIS PERMIT ONLY ALLOWS VISUAL STUDIES AND RF TESTING. NO CONSTRUCTION ACTIVITIES ARE ALLOWED. THIS PERMIT IS NOT A COMMITMENT TO ENTER INTO A LEASE

PERMITTEE

CONTRA COSTA WATER DISTRICT

The undersigned Permittee hereby agrees to abide by all of the Permit Terms and Conditions.

Permission to enter granted by:

Permittee (signature): _____

Printed Name: _____

Dino Angelosante

Title: _____

Real Property Agent

Date: _____

Date: _____

Prior to entering onto the property, please contact Contra Costa Water District at least 24 hours in advance.

Revised 5.8.2019

Contra Costa Water District
Real Property Division
2411 Bisso Lane - P.O. Box H2O
Concord, CA 94524-2099
925-688-8076 or 925-688-8162
www.ccwater.com

THIS TEMPORARY ENCROACHMENT PERMIT TO USE A PORTION OF DISTRICT OR RECLAMATION PROPERTY IS LIMITED TO THE TIME PERIOD SET FORTH HEREIN AND IS SUBJECT TO EACH OF THE FOLLOWING TERMS AND CONDITIONS:

1. At least 48 hours before starting work, permittee shall telephone the Contra Costa Water District ("District") Real Property Department: at **925-688-8076** or **925-688-8162** and inform the District when and where work will commence. Work performed without District inspection may, at the sole discretion of the District or the United States of America ("Reclamation") be ordered removed or re-performed with District inspection at the sole cost of the Permittee. Note: Permittee may use the property of District and/or Reclamation (the Property) only on Monday – Friday between 8am and 5pm unless otherwise authorized by the District.
2. This permit shall be revoked if Permittee neglects to fully comply with of the terms and conditions set forth below. Additionally, the District reserves the right, at its sole discretion, to suspend, terminate, or revoke this permit at any time.
3. Permittee acknowledges that Permittee's use of the Property is subordinate to its prior and paramount use as a conservation property, watershed, water supply, water storage and distribution facility. Permittee will not cause or allow any interference with the use of said property/right-of-way for the supply and distribution of water or with any activity of the District on the Property.
4. Permittee shall not cause or allow any damage to the Property or any facilities, or biological, cultural, historical, or natural resources located on the Property. Permittee shall not conduct any construction activities on the Property.
5. Permittee will not park vehicles, erect any structures, deposit or stockpile any materials, soil, spoil, waste or other materials on the Property unless specific approval is granted by the District.
6. Permittee shall not use any wood bridges on the Property. Permittee shall not enter into any restricted areas or other areas that are not open to the public, unless specific approval is granted by the District.
7. Any damage to the Property or the facilities, or biological, cultural, historical, or natural resources on the Property resulting from the activities for which this permit is obtained shall be repaired at the expense of the Permittee within 30 calendar days. The District will determine whether these repairs will be made by the District, in which case, the Permittee shall reimburse the District for its costs, including overhead, thereby incurred, or by the Permittee, in which case, the repairs shall be performed in accordance with the plans and specifications of the District and to the satisfaction of the District within 30 calendar days.
8. The Permittee shall be liable for, and shall indemnify and hold the District, directors, officers, employees, agents, associates, students, event attendees, or other persons acting under or in connection with this permit, harmless from any and all liability or claims therefor, for injury or death of any person or damage to or loss of property, or any other loss, damage or expense, arising from the activities for which this permit is obtained, including, to the extent permitted by law, such liability or claims that arise from the sole negligence of Reclamation or the District.
9. Throughout the period of the permit activities for which this permit is obtained, Permittee or its contractor shall maintain in force policies of liability and automobile insurance, providing coverage for the indemnity obligations described in the preceding paragraph, with a minimum of a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or property damage. These policies shall name the District, directors, officers, employees, agents, associates, students, event attendees, or other persons acting under or in connection with this permit of either party as additional insured and shall provide that the coverage afforded under the policies shall not be canceled or reduced without 30 days prior written notice to District. Before commencing activities for which this permit is obtained, Permittee shall provide the District with a legible certificate of insurance and a policy endorsement evidencing all required coverage. Permittee shall provide a workers' compensation certificate with a \$1,000,000 Employers Liability limit
10. If, during the exercise of the privileges conferred by this permit, a situation develops which, in the opinion of the Permittee, threatens the safety of persons or property of the District or others, or the Property, or other facilities within the Property, the Permittee will take immediate action to eliminate said threat. In the event that the Permittee does not do so immediately, the District reserves the right, after notifying the Permittee, to take such action as it may in its sole discretion deem necessary to eliminate said threat and the Permittee will, upon receipt of an itemized statement, reimburse the District for all costs, including overhead, incurred by it in connection with said action within 30 calendar days.
11. This permit is for the sole use of the Permittee and the Permittee's employees, agents, associates, students, event attendees, and contractors, and may not be transferred or assigned. Any attempt to transfer or assign this permit shall automatically revoke this permit.
12. A clean and legible copy of this permit shall be available for review at the project or event site on the Property at all times during such use.
13. U.S. Coast Guard-approved life jackets or buoyant work vests will be required if working near, next to, or within canals or other waterways. The Permittee shall be solely responsible for providing its employees, agents, associates, students, event attendees, and contractors with life jackets or buoyant work vests. Extreme caution shall be exercised at all times to prevent people and equipment from falling into ponds, reservoirs, or other bodies of water. **See OSHA §1926.106, "Working Over or Near Water."**

14. The Permittee shall comply with all applicable Federal, State and local laws and regulations and all District policies, regulations and instructions,
existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed
of on or in Property, water or facilities owned by the Contra Costa Water District or the United States Bureau of Reclamation.
15. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.
16. The Permittee may not allow contamination of Property, water or facilities owned, managed, or administered by the Contra Costa Water District by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.
17. The Permittee shall report to Contra Costa Water District, within 24 hours of its occurrence, any event that may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the District.
18. In addition to and without limiting in any way the consequences set forth in paragraph 2 of these terms and conditions, violation of any of the provisions contained in paragraphs 14 through 17 of these terms and conditions shall constitute grounds for immediate termination of this permit and shall make the Permittee liable for the cost of full and complete remediation and/or restoration of any property, right of way, resources, or facilities, whether owned by the United States of America or the District, that are adversely affected as a result of the violation.
19. The Permittee agrees to include the provisions contained in paragraphs 14 through 18 of these terms and conditions in any subcontract or third party contract it may enter into pursuant to this permit.
20. Permittee agrees to provide District with project and/or event reports as requested, and as set forth in the Application for Entry and Use of Property.
21. Permittee agrees to comply with District Code of Regulations, District guidelines, and all local, state and federal rules, regulations and laws. Permittee agrees to not harm, disturb, or jeopardize any of the biological, cultural, historical, or natural resources located on District property. The Permittee is responsible for the actions of its employees, contractors, family members and anyone under their direction for their respective compliance with the permit conditions and provisions of District ordinances.
22. Where the District or the United States Bureau of Reclamation do not own access rights in fee title, Permittee shall be solely responsible for obtaining any and all rights required for Permittee to obtain access to the Property.



Application Fee: _____

Date Paid: _____

CCWD COMMUNICATION SITE-LEASE DATA FORM
(To be submitted with Application To Use District Property form)

Facility Name: _____

Address: _____

Thomas Brothers Coordinates: _____ APN: _____

Applicant (Lessee): _____

Address: _____

Contact Name: _____ Telephone Number: _____

Type of Facility: () Cellular () M/W () Other

Collate: Will Lessee build new facility to accommodate collocation? () Yes () No

Will Lessee collocate? () Yes () No

Frequency: _____

Type/Number of Antennas: _____

Type of Antenna Support: _____

Height of Antenna Support: _____

Type/Size of Equipment Shelter: _____

Lease Area Required: _____

Lease Data: Date _____ Term Desired _____ Options _____

Entry Access: 24-hour property access () Yes () No

Emergency Technician Contact Servicing Site: _____

24-Hour Phone: _____

Road Access Required: () Yes () No If yes: Public ___ Private ___ CCWD ___

NOTE: a) If Lessee uses CCWD access road, Lessee must share in road maintenance costs.

b) CCWD is not responsible for negotiating access to the site over private property.

c) All Utilities are responsible of Lessee and location must be approved by CCWD.

Scheduled Building and/or Tower Maintenance:

Who does maintenance? Name: _____

Lessee's Insurance: General Liability _____

Workers' Compensation _____

EXHIBIT “D”



LETTER OF AUTHORIZATION FOR ENTITLEMENT APPLICATION PURPOSES

To Whom It May Concern:

Contra Costa Water District (“CCWD”), as owner of the property described below, hereby authorizes _____ (“Applicant”), its employees, agents, and contractors, to prepare, submit, and complete, on CCWD’s behalf, the planning conditions of approval compliance review application (“Application”) necessary for the consideration of addition of certain telecommunications equipment described in the Application.

The authorizations provided here are for application-related purposes only and do not permit any activity by the Applicant on the subject property, which shall require additional authorization and consent of CCWD, nor indicate agreement between Applicant and CCWD for the addition of any telecommunications equipment, which shall require the approval of the CCWD Board of Directors subsequent to the planning department’s approval of the Application.

CCWD hereby authorizes planning department employees (“Planning Staff”) to enter upon the subject property during normal business hours as necessary to inspect the subject property for the purpose of processing the Application. All access shall be accompanied by CCWD staff. Planning Staff shall give CCWD 48 hours notice prior to entering the subject property. Notice shall be given by telephone to NAME at ###-###-#### so that an escort can be arranged.

Contra Costa Water District may, in its sole discretion, terminate this authorization at any time upon prior written notice to Planning Staff.

Property Address:

Assessor’s Parcel Number:

Signature of Authorized Representative of CCWD:

Printed Name: _____

Title: _____

Date: _____

Phone: _____