

## LEASE TERMINATION AND RELEASE AGREEMENT

THIS LEASE TERMINATION AND RELEASE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_ 2023 ("Effective Date"), is entered into by and between the Marin Municipal Water District (the "District") and American Towers LLC, a Delaware limited liability company ("ATC"). Each of District and ATC shall be referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS

A. The District and ATC (as the successor in interest to Watson Communications Systems Inc. and Television Communications, Inc.) were parties to that certain Lease - Mount Tamalpais Communications Site dated as of July 27, 1979 (the "Original Lease"), as amended by that certain First Amendment, dated as of May 2, 2003, Second Amendment, dated as of July 8, 2005, Third Amendment, dated as of January 13, 2020, and Fourth Amendment, dated as February 16, 2021, which expired as of August 30, 2022 (the "Termination Date") in accordance with its terms (collectively, the "Lease") for the Mount Tamalpais Communications Site (the "Site") comprising a portion of District's real property generally located on the middle and west peaks of Mt. Tamalpais, in Marin County, California, Assessor's Parcel Numbers 197-120-21 and 197-120-40 ("Property"), pursuant to which, the District leased a portion of the Property (such portion, as more particularly described in the Lease, the "Premises") to ATC for the installation, construction, operation, maintenance, repair, and use of a telecommunications facility and related improvements and equipment, including, without limitation, any tower foundation components, together with any utility facilities, lines, equipment, conduit, and related infrastructure and access, ingress, and egress improvements, roads, ways, and drives located on, in, or at the Site which serve and benefit the Premises (collectively, the "Telecommunications Facility")

B. Pursuant to the terms of the Lease, ATC subleased portions of the Site for use by third parties (the "Existing Users").

C. Pursuant to the Section 18 of the Original Lease, upon the expiration of the Lease, the District is permitted to purchase the Telecommunications Facility from ATC.

D. The District and ATC desire to enter into this Agreement in order to document the Lease termination and the conveyance of the Telecommunications Facility to the District in accordance with the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:



## AGREEMENT

1. Termination of Lease. The District and ATC hereby agree that the Lease expired upon the Termination Date and is of no further force or effect.

2. Additional Revenue, Post-Termination Rent:

a. To the best of its knowledge, ATC has paid to the District, as of the Effective Date, any and all of the District's revenue share under the Lease any and all deposits, prepaid rent or other amounts received by ATC on or before the Termination Date which amounts are applicable to the Existing Users.

b. To the extent that any further revenue is received by ATC in connection with the Site, including but not limited to, any late payments or rent, after the Effective Date of this Agreement, then ATC shall remit any and all amounts due to the District within a commercially reasonable amount of time after receipt by ATC.

c. ATC shall reasonably cooperate in the assignment and transfer of any and all rental or other payments paid by any Existing User to ATC as consideration for continued occupancy following the Termination Date ("Post-Termination Rent"), and shall pay the Post Termination Rent amounts actually received by ATC within a commercially reasonable amount of time, and without deduction or offset to the following individual:

EIP Holdings II, LLC  
Attention: Mike Wilding, Controller  
Two Allegheny Center | Nova Tower 2 | Suite 1002  
Pittsburgh, PA 15212  
Office: (412) 489-0295  
[Mike.Wilding@EverestInfrastructure.com](mailto:Mike.Wilding@EverestInfrastructure.com)

2. District Buy-Out of Improvements: In accordance with Section 18 of the Original Lease, the District agrees to purchase the Telecommunications Facility, along with certain of the improvements on the Site, the specific components of which as more specifically described in the Bill of Sale, at Exhibit A, attached hereto and incorporated herein (hereinafter, the "Improvements").

a. Within fifteen (15) business days following the Effective Date and in conjunction with the delivery of those documents listed and identified in Section 3 below, the District shall deliver to ATC a one-time payment in the amount of Ninety-Seven Thousand and No/100 Dollars (\$97,000.00) as total consideration for purchase of the Improvements ("Buy-Out Amount").



b. In exchange for payment of the Buy-Out Amount to be paid by the District, ATC hereby warrants, covenants, agrees and accepts that upon receipt of the Buy-Out Amount and delivery of the Bill of Sale: (i) ATC shall have no ownership, leasehold, or other possessory interest in the Improvements or any other improvements, equipment, facilities, or appurtenances in place or otherwise located upon the Site or the Property; (ii) the Improvements, and all other improvements, equipment or other fixtures or appurtenances on the Site, excepting those expressly owned Existing Users, shall be free and clear from any and all liens, restrictions, mortgages, covenants, conditions or easements; (iii) ATC abandons in place and relinquishes any and all claims for any property of any nature on the Site or the Property; (iv) ATC accepts the Buy-Out Amount in full satisfaction of any and all payments to which it may be entitled under the Lease and relinquishes any and all claims for further payments pursuant to or in connection with the Lease; and (v) ATC waives any and all lien rights it may have, statutory or otherwise concerning the Improvements or other improvements on the Site or the Property or any portion thereof.

3. Deliverables. Concurrently with the execution of this Agreement, the Parties shall execute a duly executed bill of sale for the Improvements in the form attached thereto as Exhibit A ("Bill of Sale").

a. Satisfaction of Tax Obligations. ATC shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against ATC's personal property or possessor interest subject to real property taxes upon or incident to its occupancy and management of the Site up to and including the Termination Date as required by Section 14 of the Original Lease.

4. Release of Liability. Except as otherwise expressly set forth in this Agreement and subject to the payment obligations of District as set forth in Section 2 above, and other obligations hereunder, each Party hereby acknowledges and confirms that from and after the Termination Date, no Party shall have any further obligations to any other Party arising from or related to the Lease as set forth below:

a. ATC's Release. Upon the completion of actions as set forth in this Agreement, ATC, on behalf of itself and its shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, agree to, and hereby do, release, remise and forever discharge District and its past, present, and future shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, of and from any and all rights, claims, demands, causes of action, suits, debts, liens, contracts, agreements, promises, liabilities, defenses, claims for subrogation, contribution, or indemnity (express or implied), set-offs, recoupments, attorneys' fees, costs, and expenses, for property damage of every type and nature whatsoever, which they now have, could have had, or may hereafter have, which have or



may have arisen, or may in the future arise, based upon, arising out of, or relating in any way to the Lease.

b. District's Release. Upon the completion of actions as set forth in this Agreement, District, on behalf of itself and its respective shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, agree to, and hereby do, release, remise and forever discharge ATC and its shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, of and from any and all rights, claims, demands, causes of action, suits, debts, liens, contracts, agreements, promises, liabilities, defenses, claims for subrogation, contribution, or indemnity (express or implied), set-offs, recoupments, attorneys' fees, costs, and expenses, of every type and nature whatsoever, which they now have, could have had, or may hereafter have, which have or may have arisen, or may in the future arise, based upon, arising out of, or relating in any way to the Lease, the use and occupancy of the Premises or any other portions of the Site, and/or the construction, installation, design, condition, maintenance, repair, operation and/or use of the Telecommunications Facility.

5. Waiver of California Civil Code Section 1542. That as further consideration and inducement for this compromised settlement, the Parties hereby knowingly waive any and all rights that they may have under the provisions of California Civil Code §1542 concerning the Lease, which provides as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Parties understand and agree that this release extends and applies to all unknown, unanticipated, and unsuspected injuries and damages arising from the Lease, as well as those which are now disclosed, and further affirms that they have affixed their signature hereto voluntarily and of their own free will and accord.

6. Notice.

a. Notices related to this Agreement shall be sent in writing to the following addresses, unless another address is provided in writing:

If to the District:

Marin Municipal Water District  
Attn; Real Property Section  
220 Nellen Avenue  
Corte Madera, CA 94925  
Attention: General Counsel  
Phone: (415) 945-1440

If to ATC:

American Towers LLC  
c/o American Tower Corporation  
Attn: Landlord Relations  
10 Presidential Way  
Woburn, Massachusetts 01801  
Phone: (781) 926-4500

b. Notice deemed given as indicated:

(i) by personal delivery, when delivered personally;  
(ii) by overnight courier, upon written verification of receipt; or  
(iii) by certified or registered mail with return receipt requested, upon verification of receipt.

7. Authority. Each Party represents, warrants and agrees that its respective execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement and each Party is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the Party or individual set forth as signatory for the Party below and further that no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery of this Agreement to the other Party.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of ATC and District and their respective successors and permitted assigns.

9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same agreement. Electronic signatures shall be deemed original.



10. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflicts of laws. The Parties consent to the jurisdiction of the superior court in located in Marin County, California and agree that it shall be the sole and proper venue for resolution of any disputes that may arise under this Agreement.

11. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. No Third Party Beneficiaries. This Agreement is solely for the benefit of ATC and District and their successors and permitted assigns and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

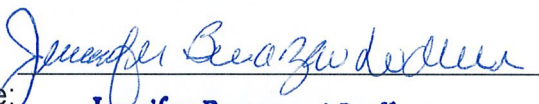
13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

In witness whereof, the Parties have caused this Agreement to be executed and delivered as of the day and year first written above.

MARIN MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Ben Horenstein, District General Manager

AMERICAN TOWERS LLC

By:   
Name: \_\_\_\_\_  
Title: **Jennifer Bernazani-Ludlum**  
**Senior Counsel**

11/1/2023