

COUNTY OF SAN MATEO

PERMIT

(No. 5384)

SILICON VALLEY CLEAN WATER

San Carlos Airport
San Carlos, California

PERMITTEE: SVCW

TABLE OF CONTENTS

1) BASIC PERMIT INFORMATION.....	3
2) PARTIES	5
3) TERMS, COVENANTS AND CONDITIONS	6
4) PREMISES	6
5) TERM.....	6
6) MONTHLY RENTAL	6
a) Base Permit Fee	6
b) Concession Fee	6
c) Utility Charge	6
e) Payment of Fees	7
f) Interest on Late Payment.....	7
7) EXTENSION OPTION	7
8) RENTAL ADJUSTMENTS	7
9) GROSS REVENUES.....	8
10) ACCOUNTS AND RECORDS	8
11) LATE CHARGES AND RETURNED CHECK CHARGE	8
12) USE.....	8
13) PERMITTEE IMPROVEMENTS.....	10
14) MOTOR VEHICLES/PARKING	10
15) UTILITIES	10
16) JANITORIAL SERVICES	10
17) ASSESSMENTS/TAXES	10
18) POSSESSORY INTEREST TAX	11
19) MAINTENANCE AND REPAIRS	11
20) EARLY TERMINATION	12
21) DAMAGE OR DESTRUCTION	12
22) SECURITY DEPOSIT	12
23) SURRENDER OF PREMISES	12
24) ENTRY BY PERMITTOR.....	13
25) RESERVATIONS.....	13
26) CONSENT OF PARTIES	14
27) ALTERATIONS AND ADDITIONS	14
28) DEFAULT	14
a) Default by Permittee.....	14
b) Permittor's Remedies	15
c) Default by Permittor	16
d) Permittee's Remedies	16
e) California Law Notice Requirements.....	16

29)	INDEMNIFICATION AND INSURANCE.....	16
30)	HAZARDOUS MATERIALS ACTIVITY.....	16
31)	COMPLIANCE WITH AIRPORT RULES AND REGULATIONS AND FAA STANDARD PROVISIONS	20
32)	NON-ABROGATION OF UNITED STATES GOVERNMENT RIGHTS.....	20
33)	HOLDING OVER.....	20
34)	ASSIGNMENT AND SUBLETTING	20
35)	SAN MATEO COUNTY NO SMOKING ORDINANCE	21
36)	LAWS, RULES, REGULATIONS AND PERMITS	21
37)	PERSONAL PROPERTY	22
38)	NOTICES.....	22
39)	LIENS	22
40)	PAYMENT OF PERCENTAGE SHARE OF OPERATING EXPENSES	22
41)	GENERAL PROVISIONS.....	22
a)	Compliance with Law	22
b)	Authority of Parties.....	23
c)	Other Terms.....	23
d)	Waiver.....	23
e)	Joint Obligation	24
f)	Time	24
g)	Successors and Assigns	24
h)	Recordation.....	24
i)	Quiet Possession	24
j)	Prior Agreements	24
k)	Inability to Perform	25
l)	Negation of Partnership	25
m)	Sale or Transfer of Premises	25
n)	Name	25
o)	Cumulative Remedies	25
p)	Signs and Auctions	25
q)	Provisions, Covenants and Conditions.....	26
r)	Captions, Table of Contents.....	26
s)	Payments in U.S. Money.....	26
t)	Singular and Plural.....	26
u)	Choice of Law	26
v)	Brokers.....	26
w)	Severability	26
x)	Venue.....	27

EXHIBIT A - SITE PLAN OF PREMISES

EXHIBIT B - STANDARD PROVISIONS

EXHIBIT C - SPECIAL REQUIREMENTS/CONDITIONS

Permit (No. 5384)
San Carlos Airport
San Carlos, California
SILICON VALLEY CLEAN WATER, INC.

This is intended to be a legally binding contract
Read it carefully and consult an attorney.

1) BASIC PERMIT INFORMATION

The following is a summary of basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms in this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Permit, the more specific provision shall control.

Permit Reference Date:	July 1, 2015
Permitter:	County of San Mateo
Permittee:	Silicon Valley Clean Water (and permitted successors and assigns)
Property (Section 4):	San Carlos Airport San Carlos, California 94070
Premises (Section 4):	Exclusive use of the unimproved portion of the property depicted on the attached Exhibit A (Property Map/Site Plan of Premises), which totals approximately 278,000 square feet. Non-exclusive use of the Property's common areas and parking facilities, subject to the provisions of Exhibit C, Special Requirements/Conditions.
Term (Section 5):	Commencement Date: July 1, 2015 Expiration Date: June 30, 2016 Permittee shall have four (4) automatic renewal options for four separate

additional one (1) year periods under the terms and conditions stated in this Permit.

Base Permit Fee (Section 6): Monthly payments: \$97,300

Fee Adjustment Dates (Section 8): Not Used

Concession Fee (Section 6): Not Used

Use (Section 12): For use as a temporary staging area for construction, materials storage, electrical sub-station, office, staging, assembly and other related construction activities for implementation of SVCW's Conveyance System Forcemain Improvement Project

Permittee Improvements (Section 13): In accordance with applicable laws and regulations, Permittee shall be permitted to level and gravel the Premises

Utilities and Services (Section 16): None

Security Deposit (Section 23): None

Notice Address of County (Section 41): County Manager's Office
Attn: Real Property Services
Manager 455 County Center, 4th
Floor Redwood City, California
94063 Telephone: (650) 363 -4047
Fax No.: (650) 363-4832

with a copy to: County of San Mateo
Department of Public Works
Airports Division
Attn: Gretchen Kelly
620 Airport Drive
San Carlos, California 94070
Fax No.: (650) 593-3762

and to: Office of County Counsel
400 County Center, 6th Floor
Redwood City, California 94063

	Fax No.: (650) 363-4034
Key Contact for County:	Gretchen Kelly, Airport Manager
Telephone/Fax Nos.:	Phone: (650) 573-3700 Fax: (650) 593-3762
Alternate Contact for County:	Christopher St. Peter, Airport Business Manager
Telephone/Fax Nos.:	Phone: (650) 573-3700 Fax: (650) 593-3762
Address for Permittee (Section 41):	Silicon Valley Clean Water 1400 Radio Road Redwood City, CA 94065-1220
Key Contact for Permittee:	Daniel T. Child
Telephone/Fax Nos.:	Phone: (650) 832-6224 Cell: (650) 339-9114
Brokers (Section 44 (V)):	N/A
Other Noteworthy Provisions:	Not Used

2) PARTIES

This Permit (the "Permit"), dated, for reference purposes only, this 1st day of July 1, 2015 is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Permitter" or "County") whose address is:

Real Property Division, County Manager's Office
455 County Center, 4th Floor
Redwood City, CA 94063

and Silicon Valley Clean Water ("Permittee") whose address is:

1400 Radio Road
Redwood City, CA 94065-1220

Both Parties agree as follows:

3) TERMS, COVENANTS AND CONDITIONS

This Permit is subject to the terms, covenants and conditions herein set forth. Each party covenants, as a material part of the consideration for this Permit, to keep and perform each and all of said terms, covenants and conditions that are to be performed, and that this Permit is made upon the condition of said performance.

4) PREMISES

Permitter is the owner of that certain parcel of real property commonly known as the San Carlos Airport, San Carlos, California (the "Property").

Permittee is hereby granted permission to use and occupy a portion the Property, consisting of approximately 278,000 square feet of unimproved land (the "Premises"), more particularly shown in Exhibit A, together with the non-exclusive right of access over and through such portions of the Property as are necessary for Permittee's Use of the Premises.

5) TERM

The term of this Permit shall commence on July 1, 2015 and shall expire on June 30, 2016 ("Initial Term"). Permittee shall have four (4) automatic renewal options for four (4) separate additional one (1) year periods as set forth in Section 7 of this Permit (Extension Option) under the same terms and conditions as described in this Permit

6) MONTHLY RENTAL

a) Base Permit Fee

Permittee agrees to pay to Permitter, without prior notice or demand, for the use of the Premises the sum of \$97,300.00 ("Permit Fee") on July 1, 2015, and a like sum on or before the first day of each and every successive calendar month thereafter.

The Permit Fee and any other amounts due hereunder are sometimes collectively referred to herein as "Fees".

b) Concession Fee

Not used.

c) Utility Charge

Not used.

d) Processing Fee

Not used.

e) Payment of Fees

Fees for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly installment herein on a per diem basis, based upon a thirty (30) day month. Said fees shall be paid to Permitter at:

County of San Mateo
Airports Division
Attn: Accounts Receivable (Ref #5384)
620 Airport Way – Ste. 10
San Carlos, CA 94070

or to such other person or at such other place as Permitter may from time to time designate in writing.

Permitter shall not be required to invoice Permittee for payment of fees due hereunder. Permittee shall be responsible for payment of all fees due without prior notice or demand. Any amount due which is not paid shall be subject to late fees as set forth in Section 6f (Interest on Late Payment) and Section 11 (Late Charges and Returned Check Charge).

f) Interest on Late Payment

Any Fees, if not paid within five calendar (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law (the "Interest Rate"). However, interest shall not be payable on late charges incurred by Permittee as set forth in Section 11 (Late Charges And Returned Check Charge) hereof, nor on any amounts on which late charges are paid by Permittee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Permittee.

7) EXTENSION OPTION

Subject to Section 20 of this Permit, this Permit shall be automatically renewed (the "Extension Option") for four (4) additional one (1) year periods (each, an "Extended Term"). Each Extended Term shall be subject to cancellation or termination in accordance with this Permit and in accordance with all the terms and conditions contained in this Permit.

8) RENTAL ADJUSTMENTS

Not used.

9) GROSS REVENUES

Not used.

10) ACCOUNTS AND RECORDS

Not used.

11) LATE CHARGES AND RETURNED CHECK CHARGE

Permittee hereby acknowledges that late payment by Permittee to Permitter of rent or other sums due hereunder will cause Permitter to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of rent or of a sum due from Permittee is not received by Permitter within ten calendar (10) days after said amount is due, that payment shall be delinquent and Permittee shall pay to Permitter, in addition to interest as set forth in Section 6 hereof, a late charge equal to six percent (6%) of the total balance due at that time or Fifty Dollars (\$50.00), whichever is greater. A late charge shall be applied for each month rent is delinquent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Permitter will incur by reason of the late payment by Permittee. Acceptance of late charges by Permitter shall in no event constitute a waiver of Permittee's default with respect to such overdue amount, nor prevent Permitter from exercising any of the other rights and remedies granted hereunder.

Permittee agrees to pay Permitter a special handling charge of Fifty Dollars (\$50.00) for any check dishonored by the bank for any reason. This charge shall be added to and become part of Permittee's obligations hereunder, and shall be in addition to any charge for late payment provided for herein. Permittee agrees to pay Permitter immediately upon request any and all charges for dishonored checks.

12) USE

Permittee shall use the Premises as a construction, materials storage, electrical substation, office, staging, assembly and other related construction activities for implementation of the Conveyance System forcemain improvement projects (the "Project"). Permittee shall not use or permit the Premises to be used for any other purpose without the prior written consent of County.

Permittee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. Permittee shall not use or allow the Premises to be used for any improper, immoral,

unlawful or objectionable purpose, nor shall Permittee cause, maintain or permit any nuisance in, on or about the Premises. Permittee shall not commit or suffer to be committed any waste in or upon the Premises.

a) Operations

Permittee shall take reasonable measures to minimize noise, dust, debris and other impacts to the Property, its users and neighbors. Permitter shall have the right, throughout the Term, to review Permittee's operations and require reasonable modifications as necessary to meet the requirements of this section.

b) Safety

Safety shall be paramount at all times. Permittee shall ensure that its operations, activities, use of the Premises and those activities of its agents and employees, comply with local, state and federal requirements and are in accordance with safe and acceptable practices and procedures that are subject to the reasonable approval of the Permitter. Permittee may have security personnel on the Premises at all times throughout the Term to ensure the safety and security of the Premises. There shall be no overnight habitation of the Premises.

c) Premises Condition

PERMITTEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. PERMITTEE REPRESENTS AND WARRANTS TO PERMITTOR THAT PERMITTEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF PERMITTEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR PERMITTEE'S INTENDED USE. PERMITTEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR PERMITTEE'S BUSINESS AND INTENDED USE. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER PERMITTOR NOR ANY OF ITS AGENTS HAVE MADE, AND PERMITTOR HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RENTABLE AREA OF THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR PERMITTEE'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13) PERMITTEE IMPROVEMENTS

Permittee may scrape and dispose of vegetation (other than trees) and debris within the Premises during the Term to provide an adequate and safe area for Permitted Uses authorized in this Permit and install base rock as necessary to accommodate its use of the Premises (the "Site Preparation Work"). Such work shall be coordinated with Permittor and shall be done in a manner that ensures proper drainage and dust control measures are maintained at all times. Permittee shall be responsible for any and all permits or approvals associated with this activity and comply with all applicable laws, rules and regulations. Permittee shall not make any other improvements or modifications to the Property or Premises without the prior written consent of Permittor, which consent shall not be unreasonably withheld.

14) MOTOR VEHICLES/PARKING

Permittee shall ensure that its vehicles and those of its agents and customers are parked on the Premises or in areas and locations as approved by the Permittor. Permittee shall have the non-exclusive use of the general parking areas of the Property for the reasonable use of its employees, invitees, and other guests. All such parking shall be subject to the limitation, rules and regulations established from time to time by Permittor. No vehicle offered for sale by Permittee shall be parked or stored in the general parking areas of the Property.

Camper trucks, trailers and/or other temporary living facilities may not be parked overnight in any area of the Property without written authorization from the Permittor. No overnight camping is permitted.

15) UTILITIES

During the term of this Permit, Permittee shall be responsible for providing, at its own expense, all utilities and services, including, but not limited to electricity, water, sewer, gas, trash and waste disposal, required for the Premises and any improvements, alterations or additions thereon.

16) JANITORIAL SERVICES

Not used.

17) ASSESSMENTS/TAXES

Permittee shall pay all federal, state and local taxes that are levied or required with respect to its employees, such as, but not limited to, social security and workers' compensation. As between Permittee and Permittor, Permittee shall be responsible for

the payment of all sales or excise taxes on its operation. Permittee shall also be liable for any special assessments levied against the property due to Permittee's use of the Premises. Permittee reserves the right to challenge any tax and special assessments.

Permittee shall pay, or cause to be paid, before delinquency, any and all taxes and assessments levied against Permittee's personal property in the Premises.

18) POSSESSORY INTEREST TAX

Permittee recognizes and understands in executing this Permit that its interest in the Premises created herein may be subject to a "possessory interest tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee in addition to Fees and other charges due hereunder. Permittee agrees to pay promptly when due, any possessory interest tax imposed on its interest in the Premises.

19) MAINTENANCE AND REPAIRS

Throughout the term of this Permit, Permittee shall, at Permittee's sole expense, maintain the Premises and any improvements within the Premises or related to the Permittee's operation, equipment and other personal property thereon, in good sanitary order, condition and repair in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) federal, state, county, municipal or other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the Premises, or improvements, equipment, and other personal property at the Premises. All repairs and maintenance shall be the sole duty of the Permittee and at the Permittee's sole expense.

Permittee shall protect the Premises and the Property from damage caused by Permittee's operations and shall repair at its own expense any and all damage to the Property and Premises, to the extent such damage has been caused by Permittee, its agents, employees or contractors.

Neither offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard shall ever be permitted to accumulate or remain at the Premises. The Premises shall be kept at all times in an orderly manner to the satisfaction of Permittor.

Permittee shall, upon the expiration or termination of this Permit, surrender the Premises to Permittor in substantially the same condition as when delivered to Permittee, except as may be specifically provided to the contrary in other provisions of this Permit.

20) EARLY TERMINATION

Permittee shall have the right to terminate this Permit at the end of the Initial Term or at the end of any Extended Term of this Permit, without any penalties, fee or liability by giving the Permittor not less than ninety (90) days written notice ("the Termination - Notice") prior to the end of the Initial Term or the then-current Extended Term.

21) DAMAGE OR DESTRUCTION

If, during the term of this Permit, any improvements that are a part of the Premises are damaged from any cause, rendering the Premises totally or partially inaccessible or unusable, Permittor at its election, may either terminate this Permit or restore such improvements within a reasonable time and, if so restored, this Permit shall continue in full force and effect. If then existing laws do not permit restoration, either party may terminate this Permit immediately by giving notice to the other party.

In case of damage there shall be an abatement or reduction of rent, between the date of the damage and the date of completion of restoration, based on the extent to which the damage interferes with Permittee's use of the Premises. To the extent any damage to said improvements is due to the fault or neglect of Permittee, its agents, contractors, employees or invitees, there shall not be an abatement or reduction of rent to such extent. Additionally, Permittee shall be responsible for the cost of any required restoration or repairs of damages caused by the fault or neglect of Permittee, its agents, contractors, employees or invitees.

Permittor shall not be required to restore or replace any property installed in the Premises by Permittee. Permittee shall not be entitled to any compensation or damages from Permittor for loss of the use of the whole or any part of the Premises, Permittee's personal property, loss of revenue, or any inconvenience or annoyance occasioned by such damage or restoration.

22) SECURITY DEPOSIT

Not used.

23) SURRENDER OF PREMISES

At the expiration or earlier termination of this Permit, Permittee shall surrender to Permittor possession of the Premises. Permittee shall leave the surrendered Premises in substantially the same condition as when delivered to Permittee, except as may be specifically provided in accordance with Section 13 and Section 27 of this Permit.

Prior to surrendering the Premises, Permittee and Permittor shall perform a site walk to identify any environmental or physical damage and to develop a plan for Permittee to restore the Premises at Permittee's sole cost and expense; including but not limited to,

the removal of excess material and modification of the Premises to repair drainage issues caused by the Permittee's use of the Premises.

All property that Permittee abandons on the Premises after termination, shall, at Permitter's election, become Permitter's property at the expiration or termination of this Permit.

24) ENTRY BY PERMITTOR

Permitter reserves and shall at any and all reasonable times, with the accompaniment by authorized County personnel, have the right to enter the Premises, upon reasonable notice to Permittee, inspect the same, supply any services to be provided by Permitter to Permittee hereunder, to show the Premises to prospective purchasers or permittees, to post notices of non-responsibility, and to alter, improve, repair or restore the Premises as Permitter may deem necessary or desirable, without abatement of rent. For each of the aforesaid purposes, Permitter shall at all times have and retain a key with which to unlock all of the doors or gates in, upon and about the Premises, excluding Permittee's vaults, cabinets, safes and files, and Permitter shall have the right to use any and all means which Permitter may deem proper to open said doors or gates in an emergency, in order to obtain entry to the Premises without liability to Permittee except for any failure to exercise due care for Permittee's property. Any entry to the Premises obtained by Permitter by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into the Premises, or an eviction of Permittee from the Premises or any portion thereof.

25) RESERVATIONS

This Permit shall at all times be subject to such easements or rights-of-way for such sewers, pipe lines, conduits, and for such telephone, telegraph, light, heat or power lines, as shall have been duly established or as may from time to time be reasonably determined by Permitter.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, permits or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California, or in the official records of said County and of the various departments thereof. Permittee covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Premises and that the use of the Premises by Permittee shall at all times be conducted with proper regard for such rights, titles, interests and privileges.

26) CONSENT OF PARTIES

Whenever the consent, approval or permission of either party is required, that party shall not unreasonably delay or withhold such consent, approval or permission.

27) ALTERATIONS AND ADDITIONS

Permittee shall not make any alterations or additions to the Premises without Permitter's prior written consent. In making any alterations or additions, Permittee shall comply with the following:

- a) Permittee shall submit reasonably detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor before the date it intends to commence the alterations.
- b) The alterations shall not be commenced until Permitter has received notice from Permittee stating the date the installation of the alterations is to commence so that Permitter can post and record an appropriate notice of non-responsibility.
- c) The alterations shall be approved by Permitter and all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.
- d) All alterations shall be completed with due diligence in compliance with the plans and specifications and working drawings and all applicable laws.
- e) Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of this Permit, except that Permitter can elect within thirty (30) days before the expiration of the term, or within ten (10) days after termination of the term, to require Permittee to remove any alterations that Permittee has made to the Premises. If Permitter so elects, Permittee at its cost shall restore the Premises to the condition designated by Permitter in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

28) DEFAULT

a) Default by Permittee

The occurrence of any one or more of the following events shall constitute a material default and breach of this Permit by Permittee:

- (i) The vacating or abandonment of the Premises by Permittee. (Failure to use or occupy the Premises for fifteen (15) consecutive days shall be deemed a vacation or abandonment.)
- (ii) The failure by Permittee to make any payment of Fees, or any other payment required to be made by Permittee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after notice thereof by Permitter to Permittee.

- (iii) The failure by Permittee to observe or perform any of the terms, covenants or conditions of this Permit to be observed or performed by Permittee, other than described in Sub-sections (A (i)) and (A (ii)) hereinabove, where such failure shall continue for a period of thirty (30) days after notice thereof by Permittor to Permittee; provided, however, that if the nature of Permittee's default and breach is such that more than thirty (30) days are reasonably required for its cure, then Permittee shall not be deemed to be in default and breach if Permittee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion within ninety (90) days.
- (ii) The making by Permittee of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Permittee of a petition to have Permittee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Permittee, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Permittee's personal property at the Premises or of Permittee's interest in this Permit, where possession is not restored to Permittee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of a Permittee's personal property at the Premises or of Permittee's interest in this Permit, where such seizure is not discharged within thirty (30) days.

b) Permittor's Remedies

In the event of any such default and breach by Permittee described hereinabove, Permittor may at any time thereafter:

- (i) Terminate Permittee's right to possession of the Premises by any lawful means, in which case this Permit shall terminate and Permittee shall immediately surrender possession of the Premises to Permittor. In the event Permittee shall have abandoned the Premises, Permittor shall have the option to either (1) take possession of the Premises and recover from Permittee the amount specified in this Section, or (2) proceed under the provisions of the following Sub-section (ii).
- (ii) Maintain Permittee's right to possession, in which case this Permit shall continue in effect whether or not Permittee shall have abandoned the Premises. In such event Permittor shall be entitled to enforce all of Permittor's rights and remedies under this Permit, including the right to recover the rent as it becomes due hereunder.
- (iii) Pursue any other remedy now or hereafter available to Permittor under applicable laws and judicial decisions.

c) Default by Permittor

Permittor shall be in material default and breach of this Permit if it fails or refuses to perform any of the terms, covenants or conditions of this Permit that it is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of the default and breach has been given by Permittee to Permittor; provided, however, that if the default and breach of Permittor is such that more than thirty (30) days are reasonably required for its cure, then, Permittor shall not be deemed in default and breach if Permittor commences to cure the default within thirty (30) days after the written notice and thereafter diligently prosecutes such cure to completion within ninety (90) days.

d) Permittee's Remedies

In the event of any such material default and breach by Permittor described hereinabove, Permittee may at any time thereafter: (a) Terminate this Permit with a written notice to Permittor and vacate the Premises on the date of termination; and/or (b) Pursue any other remedy now or hereafter available to Permittee under the applicable laws and judicial decisions.

e) California Law Notice Requirements

The notice requirements set forth in this Section modifies and supersedes the notice requirements of the unlawful detainer statutes of California.

29) INDEMNIFICATION AND INSURANCE

a) Hold Harmless

Permittee shall at all times relieve, indemnify, protect and hold harmless, Permittor, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including Permittee, or damage to property of any kind whatsoever and to whomever belonging, that may in whole or in part arise from, or be caused by:

- (i) The operation, maintenance, use, or occupation of the Premises and defects on the property in which the Permittor has no control;
- (ii) The acts or omissions of Permittee, its officers, agents, employees, servants, invitees or permittees; or
- (iii) The failure of Permittee, its officers, agents, employees, servants, invitees or permittees, to observe or abide by any of the terms, covenants and conditions of this Permit or any applicable federal, state, county or municipal law, rule, or regulation.
- (iv) Any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants

resulting from the performance of any work required of Permittee or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Permittee to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b) Fire and Extended Coverage Insurance

Permittee at its cost shall maintain on the improvements or property that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least the replacement value of the improvements or property, which are a part of the Premises. The insurance policy shall be issued in the names of Permittor and Permittee as their interests appear. The insurance policy shall provide that any proceeds shall be payable to Permittor.

Permittee shall secure, and shall maintain at all times during the term of this Permit, insurance against damage or destruction by fire, windstorm, riot or civil commotion on Permittee's improvements or property at the Premises, if any, in the full amount of their replacement value, with such provision in the policies issued to cover the same, or in riders attached thereto, as shall provide for payment for losses thereunder sustained by Permittee; the proceeds of said policies to be held in trust by any reputable bank or trust company. Permittor shall release its interest, if any, in all proceeds from the insurance policy for such payments.

c) Liability and Property Damage Insurance

Permittee at its cost shall maintain Comprehensive Liability insurance for the following coverages with the following limits insuring against all liability of Permittee and its authorized representatives arising out of and in connection with Permittee's use or occupancy of the Premises:

- (i) General Liability with a minimum limit of \$2,000,000 Combined Single Limit (CSL) each occurrence; and
- (ii) For Permittees who operate vehicles on the Premises, Commercial Automobile Liability for all Owned, Non-Owned and Hired automobiles with a minimum limit of \$1,000,000 each accident;
- (iii) All Comprehensive Liability insurance shall insure performance by Permittee of the Hold Harmless Sub-section of this Permit;
- (iv) Permittor shall be named as "additionally insured";
- (v) All required insurance shall contain a Separation of Insureds or Severability of Interests provision; and

- (vi) The policy shall not be cancelled or non-renewed unless the Permitter has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable). Written notice shall be sent to: County of San Mateo, Attn: Airport Manager, 620 Airport Drive, San Carlos, CA 94070.

d) Workers' Compensation and Employer's Liability Insurance

During the entire term of this Permit, Permittee shall have in effect Workers' Compensation coverage providing full statutory benefits and employer's liability in the minimum amount of \$1,000,000. In executing this Permit, Permittee makes the following certification:

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the Code. I will comply with such provisions.

e) Miscellaneous Insurance Provisions

Permittee shall pay the premiums for maintaining the insurance required hereinabove. All the insurance required under this Permit shall:

- (i) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an AV status as rated in the most recent edition of Best's Insurance Reports. Coverage provided by State Fund Insurance shall satisfy this requirement.
- (ii) Be issued as a primary policy.
- (iii) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- (iv) Permitter shall be named as "additionally insured" on each policy.

f) Certificate of Insurance

A certificate of insurance, together with evidence of payment of premium, shall be deposited with Permitter at the commencement of this Permit, and on renewal of the policy not less than twenty (20) days before expiration of each policy.

In the event Permittee fails to deliver the certificate of insurance verifying insurance coverage as required in this Section, Permitter shall have the option, after a ten (10) day notice to Permittee requesting a certificate, either (a) to terminate this Permit immediately thereafter with a notice to Permittee, or (b) to take out all or part of the required insurance and pay the premium thereon on behalf of Permittee. If Permitter opts to take out the insurance on behalf of Permittee, the cost of the premium paid by Permitter shall be deemed additional rent due and payable by Permittee with the next regular rent payment.

g) Increase in Coverage

Permitter reserves the right to require at any time that the required public liability and property damage insurance minimum coverage be increased in accordance with standard County of San Mateo Risk Management practice in effect at the time the increase is required. Permittee shall be given at thirty (30) days' notice of the required increase.

30) HAZARDOUS MATERIALS ACTIVITY

Permittee may not store, handle or generate hazardous materials/waste/underground tanks on the property unless Permittee has completed and filed a San Mateo County Hazardous Materials Release Response Plan and Inventory ("Business Plan") with the San Mateo County Environmental Health Department.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

If Permittee does store, handle or generate hazardous materials/waste, or operate an underground storage tank, Permittee must do so in compliance with all state and federal regulations regarding hazardous materials, including but not limited to, California Health and Safety Code, Chapters 6.5, Sections 25100-25249, California Code of Regulations Title 26 and Code of Federal Regulations Section 40 Parts 240-281. Permittee shall be in default hereunder in the event of Permittee's failure to (1) file the Business Plan, (2) follow the Business Plan, and (3) comply with applicable State and Federal statutes regarding the handling of hazardous materials/waste/underground tanks. In addition, Permitter may exercise any rights applicable under State and Federal law, in regards to requiring Permittee to be responsible for disposal or removal of the hazardous materials/waste/underground tanks in a safe manner.

Subject to Section 24 herein, Permitter shall have the right to inspect the Premises to ensure Permittee's compliance, and charge inspection fees in accordance with applicable local, State and federal statutes.

If Permittee does not intend to and will not store, handle hazardous materials/underground tanks or general hazardous waste, then Permittee must complete and file a "Hazardous Materials Negative Response Form" to that effect with

the San Mateo County Environmental Health Department. If, at any time during the term of this Agreement, Permittee commences activity that would involve the handling, storage or generation of hazardous materials/waste/underground tanks, Permittee must follow the directives set forth above.

31) COMPLIANCE WITH AIRPORT RULES AND REGULATIONS AND FAA STANDARD PROVISIONS

Permittee agrees to comply with all San Mateo County Airport ordinances, rules and regulations, and at all times to cooperate with County in its operation and management of the San Carlos Airport. Permittee shall notify all users of its facilities of all applicable rules and regulations.

Permittee shall comply with the standard provisions for all leases of airport land promulgated by the Federal Aviation Administration, as set forth in the attached Exhibit B, and as those provisions may be revised from time to time.

32) NON-ABROGATION OF UNITED STATES GOVERNMENT RIGHTS

The provisions of this Agreement in no way abrogate any rights vested in the United States of America relative to the airport as such rights exist between the United States of America and the County of San Mateo.

33) HOLDING OVER

If Permittee holds over after the expiration or earlier termination of the term hereof without the express written consent of Permitter, Permittee shall become a permittee at sufferance only, at the monthly Fee rate of one hundred fifty per cent (150%) of the Fee in effect upon the date of such expiration and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Permitter of monthly payments after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this paragraph are in addition to and do not affect Permitter's right of re-entry or any other rights of Permitter hereunder or as otherwise provided by law.

34) ASSIGNMENT OF PERMIT

Permittee shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest therein, and shall not convey any right or privilege appurtenant to the Premises, or suffer any other person (the employees, agents, contractors, subcontractors, servants and invitees of Permittee excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Permitter, which consent shall not be unreasonably withheld and a consent to one assignment, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, occupation or use by another person. Any such assignment,

occupation or use without such consent shall be voidable, and shall, at the option of Permitter, constitute a default under this Permit.

Subject to the foregoing, Permittee may assign or sublease its interest in up to one hundred percent (100%) of the Premises during the Initial Term and first Extended Term of this Permit, but may only assign its interest in no more than fifty percent (50%) of the permitted Premises during the remaining three Extended Terms of this Permit.

If Permittee is a corporation, any dissolution, merger, consolidation, or other reorganization of Permittee, or the sale or other transfer of a controlling percentage of the capital stock of Permittee, or the sale of at least 51 percent of the value of the assets of Permittee, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 10% of the total combined voting power of all classes of Permittee's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations the stock of which is traded through an exchange or over the counter.

Permittee shall pay a fee of One Thousand Dollars (\$1,000.00) per transaction, for Permitter's review and processing of documents regarding any proposed assignment or sublease. Fee is due upon request for an assignment or sublease.

The sublease or assignment agreement, as the case may be, after approval by Permitter, shall not be amended without Permitter's prior written consent, and shall contain a provision directing the assignee or subtenant to pay the rent and other sums due thereunder directly to Permitter upon receiving written notice from Permitter that Permittee is in default under this Permit with respect to the payment of Rent. A consent to subletting, assignment or other occupation or use shall in no way relieve Permittee of any liability or responsibility under this Permit.

35) SAN MATEO COUNTY SMOKING ORDINANCE

Permittee is aware that the County of San Mateo Ordinance Code, Chapter 4.96, prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Permittee agrees to enforce the provisions of said ordinance on the Premises.

36) LAWS, RULES, REGULATIONS AND PERMITS

Permittee shall construct any improvements, use, maintain and occupy the Premises in compliance with all applicable laws, rules, and regulations. These include, but are not limited to the Americans With Disabilities Act of 1990 and Title 24 of the California Code of Regulations and all other applicable federal, state, local and administrative laws,

rules, regulations, orders and requirements intended to provide equal accessibility for persons with disabilities (collectively, "Disabilities Laws"), and any applicable City, County, State or federal ordinances, rules, policies, laws and regulations. Permittee is responsible for ascertaining the need for and obtaining all required permits, licenses, etc., for all of its activities on the Premises. The cost for all permits, licenses, etc., shall be borne solely by Permittee.

37)PERSONAL PROPERTY

Permittee's personal property shall include equipment, furniture, merchandise, and movable property placed in the Premises by Permittee, including trade fixtures. Trade fixtures include any property installed in or on the Premises by Permittee for purposes of trade, manufacture, ornament, or related use.

38)NOTICES

Any notice, demand, request, consent, approval, waiver, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid mail, and if given by mail shall be deemed sufficiently given when sent by registered or certified mail. Any notice, demand, request, consent, approval, waiver, or communication that either party desires or is required to give by mail to the other party shall be addressed to the other party at the address set forth in Section 1 (Basic Permit Information) of this Permit. Either party may change its address by notifying the other party in writing pursuant to this Section 38 of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this Section.

39)LIENS

Permittee shall keep the Premises, free from any liens, including liens arising out of the work performed, materials furnished or obligations incurred by Permittee.

40)PAYMENT OF PERCENTAGE SHARE OF OPERATING EXPENSES

Not used.

41)GENERAL PROVISIONS.

a) Compliance with Law

Permittee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all

laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permittor be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Permittor and Permittee.

b) Authority of Parties

- (i) Corporate Authority. If Permittee is a corporation, each party executing this Permit on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporation, in accordance with a duly adopted Resolution of the Board of Directors of the corporation or in accordance with the by-laws of the corporation, and that this Permit is binding upon the corporation in accordance with its terms.
- (ii) Partnership. If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.
- (iii) Authorized Permit Representative of the County of San Mateo. The County Manager, or the designee of the County Manager, shall be the only authorized agent of the County of San Mateo for purposes of giving any notices or exercising any rights, options, privileges or obligations of the County of San Mateo under this Permit. This Permit shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a Resolution adopted in accordance with the California Government Code.

c) Other Terms

Clauses, plats, exhibits and riders, if any, initialed and dated by Permittor and Permittee and endorsed on or affixed to this Permit are a part hereof and incorporated herein by reference.

d) Waiver

The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any

subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Fees hereunder by Permitter shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit, other than the failure of the Permittee to pay the particular Fees so accepted, regardless of Permitter's knowledge of such preceding breach at the time of the acceptance of such rent.

e) Joint Obligation

"Party" shall mean Permitter or Permittee; and if there be more than one Permittee or Permitter, the obligations hereunder imposed upon Permittees or Permitters shall be joint and several.

f) Time

Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

g) Successors and Assigns

The terms, covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

h) Recordation

Neither Permitter nor Permittee shall record this Permit.

i) Quiet Possession

Upon Permittee paying the Fees and other charges reserved hereunder and observing and performing all of the terms, covenants and conditions on Permittee's part to be observed and performed hereunder, Permittee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Permit.

j) Prior Agreements

This Permit contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Permit, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Permit may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

k) Inability to Perform

This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permittor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Permittor.

l) Negation of Partnership

Permittor shall not become or be deemed a partner or a joint venturer with Permittee by reasons of the provisions of this Permit.

m) Sale or Transfer of Premises

In the event of any sale or transfer of the Premises by Permittor, Permittor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Permit arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer; and the purchaser or transferee, at such sale or transfer or any subsequent sale or transfer of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties or their successors in interest or between the parties and any such purchaser or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations and agreed to carry out any and all of the covenants and obligations of Permittor under this permit.

n) Name

Permittee shall not use the name of the Premises or of the development, building or facility in which the Premises may be situated for any purpose other than as an address of the business to be conducted by Permittee in the Premises.

o) Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

p) Signs and Auctions

Permittee shall not place any sign upon the Premises or conduct any auction thereon without Permittor's prior written consent.

q) Provisions, Covenants and Conditions

All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

r) Captions, Table of Contents

The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

s) Payments in U.S. Money

Fees and all sums payable under this Permit must be paid in lawful money of the United States of America.

t) Singular and Plural

When required by the context of this Permit, the singular shall include the plural.

u) Choice of Law

This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.

v) Brokers

Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the permit contemplated herein except as identified in the Basic Permit Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Permit.

w) Severability

If any provision of this Permit or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected

thereby, and each other provision of this Permit shall be valid and be enforceable to the fullest extent permitted by law.

x) Venue

The Venue for any court action to interpret or enforce this agreement or to litigate any claim arising out of this agreement shall be had in California State Superior Court of the County of San Mateo.

Balance of Page Intentionally Blank

IN WITNESS WHEREOF, County and Tenant have executed this Permit as of the date and year first above written.

PERMITTEE:
SILICON VALLEY CLEAN WATER

By: 
Daniel Child
General Manager, SVCW

PERMITOR:
COUNTY OF SAN MATEO,
a political subdivision of the State of California

By: _____
Carole Groom
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____

EXHIBIT A
PROPERTY MAP/
SITE PLAN OF PREMISES



 Premises  Airport Runway Protection Zone

EXHIBIT B
STANDARD PROVISIONS FOR ALL LEASES,
USE, AND OTHER AGREEMENTS AND PERMITS
SAN MATEO COUNTY AIRPORTS

1. Tenant, which for purposes of this Exhibit B may include Permittees or Licensees, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, agreement or permit for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, sex, sexual orientation, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the lands and furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. In the event of breach of any of the above nondiscrimination covenants, Permitter may terminate the lease, agreement or permit and re-enter and repossess the land and the facilities thereon and hold them as if the lease, agreement or permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not

unjustly discriminatory prices for each unit or service; provided that Tenant may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach of the lease, agreement or permit. In the event of such non-compliance, Permitter may terminate this lease, agreement or permit and the estate hereby created without liability thereof; or, at the election of Permitter or the United States either or both of these governments may judicially enforce the provision.
6. Permitter may further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
7. Permitter may, but shall not be obligated to Tenant to, maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport. Permitter also may direct and control the activities of Tenant in this regard.
8. The lease, agreement or permit shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation or maintenance of the airport.
9. There is hereby reserved to Permitter, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises covered by the lease, agreement or permit. This public right of flight shall include the right to cause in this airspace any noise inherent in the operation of any aircraft used for navigation of flight through the airspace or to land at, take off from or operate on the San Carlos or Half Moon Bay Airport, as the case may be.
10. Tenant shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if future construction of a building is planned for the premises covered by the lease, agreement or permit or in the event of any planned modification or alteration of any present or future building or structure on the premises.
11. Tenant, by accepting this lease, agreement or permit, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on any land leased that would be in conflict with the provisions of Part 77 of the Federal Aviation regulations. If these covenants are breached, County may enter upon the land and remove the offending structure or object and cut the offending tree, all of which shall be at Tenant's expense.
12. Tenant, by accepting this lease, agreement or permit, agrees for itself, its

successors and assigns that it will not make use of the premises covered by the lease, agreement or permit in any manner which might interfere with the landing and taking off of aircraft from the airport or otherwise constitute a hazard. If this covenant is breached, County may enter upon the premises and cause the abatement of such interference at Tenant's expense.

13. Nothing contained in the lease, agreement or permit shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349A).
14. The lease, agreement or permit and all its provisions shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.
15. Tenant will conduct its programs and operate its facilities in accordance with the requirements of the Americans with Disabilities Act of 1992 and will assure that no qualified disabled person shall, solely by reason of his or her disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment. Tenant will conduct its programs and operate its facilities in compliance with all the requirements imposed by or pursuant to **49 CFR Part 27**.
16. Tenant shall insert the above provisions in any lease, agreement, contract, permit, etc., by which it grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises covered by the lease, agreement or permit, including any subleases, and hereby assures that the above provisions will be included in any agreement, contract, permit or further sub-lease granted or entered into by any sub-lessee of the Tenant.

EXHIBIT C
SPECIAL REQUIREMENTS/CONDITIONS
TO AIRPORTS LEASE AGREEMENT WITH
SILICON VALLEY CLEAN WATER, INC.

In the event of any conflict between any provision of the Permit and this Exhibit C, the Permit provision shall prevail.

1. SAFETY

Safety shall be paramount at all times. Permittee shall ensure that its agents, employees and customers safely coordinate all movements and activities on the Property to the satisfaction of the County. Permittee shall ensure that its operations and activities comply with local, state and federal requirements and are in accordance with safe and acceptable practices and procedures as determined in the County's reasonable judgment.

2. LICENSES AND CERTIFICATIONS

Permittee shall obtain all required licenses, certifications, permits, approvals and authorizations from all appropriate agencies for work performed and activities conducted under this Agreement.

3. TRAINING

Permittee shall properly educate and train all agents, employees and customers regarding airport safety and operating procedures prior to allowing access onto the airfield.

4. PARKING

Permittee shall ensure that its vehicles and those of its agents and customers are parked on the Premises or in areas and locations as approved by the County and are in compliance with Airport Parking Policies.

Parking lots are provided for the general use of all airport users. Permittee shall not control or restrict the use of the parking lot adjacent its facility to other airport tenants or users.

Camper trucks, trailers and/or other temporary living facilities may not be parked overnight in any area of the Airports without written authorization from the County. No overnight camping is permitted.

5. STORAGE OF EQUIPMENT, VEHICLES AND MATERIALS

Unless otherwise authorized herein, Permittee shall not store equipment, vehicles, boats, materials, pallets, boxes, etc. on the airport other than on the Premises or as approved by the County.

6. REPAIRS

Permittee shall protect all property located on the Premises or on the Airport from Permittee's operations and shall repair, at its own expense, any and all damage to the Property of the County or to the Property of others on the Airport, to the extent such damage has been caused by Permittee, its agents or customers.

7. STORMWATER COMPLIANCE

The County has obtained a National Pollutant Discharge Elimination System ("NPDES") Permit from the Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB"), regarding stormwater discharge from the Airport, which includes stormwater discharge and runoff from the Airport. Without limitation of any other obligation of Permittee hereunder, Permittee shall comply with all laws, rules, regulations, requirements, administrative orders and/or programs imposed upon Permittee or County by the RWQCB or any other governmental entity, regarding runoff and stormwater discharge on the Airport. Permittee shall pay any cost that County incurs to take any compliance action on the Airport as a result of Permittee's failure to comply with such laws, regulations, requirements, administrative orders and/or programs. Permittee shall also pay, to the extent caused by Permittee's business on the Airport, County's costs to take any compliance action imposed upon County by the RWQCB or any other governmental entity.

Nothing in this section shall be interpreted as a waiver of any NPDES permits required by the RWQCB for activities not covered by the County's permit.

8. DISCHARGE OF CONTAMINANTS

Permittee, its agents and customers shall at no time discharge any hazardous material or substance onto the Airport. Waste oil and other contaminants shall be properly disposed of and at no time shall the Permittee use the waste oil tanks the County has provided for the non-commercial use of airport tenants.

9. SECURITY/ACCESS

Airport security shall be maintained at all times. Permittee shall take all reasonable steps to restrict unauthorized access onto airport property. All access and security procedures shall be coordinated with and approved by the County. Permittee shall ensure that all gates it uses remain closed and locked at all times and that any mechanical problems with the gates are promptly reported to the County. Access codes shall only be provided with discretion to persons wishing to enter airport property. First-time visitors should be directed to the airport office for instructions and to receive access codes. Permittee shall monitor and report any misuse of airport security codes immediately.

Permittee shall, at its own cost and expense, install temporary fencing and/or gates as may be required by the County to safely secure the Premises and prevent unauthorized or inadvertent access by its agents and customers on to the Airport taxiways or runway.

10. SIGNAGE

No permanent banners or signs of any kind may be installed or displayed on the airport without the written approval of the County. All approved signage shall comply with applicable Local and County requirements. Signs and banners installed without the written approval of the County will be removed and disposed of at Permittee's sole cost and expense.

11. HOUSEKEEPING

Permittee shall collect and remove from the airport all debris, trash, garbage, or other rubbish generated by Permittee, its agents or customers who may be on the Airport for any purpose connected with the Permittee's operation.

Permittee shall regularly dispose of pallets, crates and other shipping supplies at its facility. Permittee shall not dump waste or refuse on airport property or in facilities leased by another Permittee or vendor.

12. TRASH AND RECYCLING REMOVAL

Permittee shall dispose of all trash and recyclable materials in Permittee's own receptacles. To the extent possible, Permittee shall not dispose of recyclable materials in dumpsters or other trash receptacles.

Dumpsters and other trash and recycling receptacles may not block or obstruct in any way roads, hangars or taxiways.

13. OPERATIONS

All operations shall be subject to approval by Permittor. Permittee shall not block or obstruct taxiways, roads or access routes at any time and shall take all reasonable steps to ensure that its operations and activities create minimal impact and inconvenience to the airport, airport users and the surrounding community. At County's sole discretion, Permittee may be required to implement measures such as limiting the hours of operation, reducing excessive noise, implementation of a dust control program, etc., as necessary.

Permittee shall limit lighting on the Premises to lighting that illuminates only the Premises and does not interfere with aircraft, vehicles on adjacent roadways, etc.

Permittee shall operate in such a manner so as to the greatest extent possible; minimize dust particles generated on the Premises by the Permittee's operations.

Permittee shall provide sufficient toilet and sanitary facilities for its agents and customers on the Premises

Initials 