

Humboldt Bay Municipal Water,
828 7th street
Eureka, CA



Revised Agenda for Special Meeting of the Board of Directors

August 2, 2024

Meeting Start Time: 1:00 PM

District Mission

Reliably deliver high-quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost; reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost; and protect the environment of the Mad River watershed to preserve water rights, water supply and water quality interests of the District.

Members of the public may join the meeting online at:

<https://us02web.zoom.us/j/86710296323?pwd=MjZldGxRa08wZ0FWOHJrUjNhZnFLQT09>

Or participate by phone: 1-669-900-9128 Enter meeting ID: 867 1029 6323 Enter password: 484138

If you are participating via phone and would like to comment, please press *9 to raise your hand.

How to Submit Public Comment: Members of the public may provide public comments via email until 5 p.m. the day before the Board Meeting by sending comments to office@hbmwd.com. Email comments must identify the agenda item in the email's subject line. Written comments may also be mailed to 828 7th Street, Eureka, CA 95501. Written comments should identify the agenda item number. Comments may also be made in person at the meeting.

Announcement recording of meeting: This meeting may be recorded to assist in the preparation of minutes. Recordings will only be kept 30 days following the meeting, as mandated by the California Brown Act.

1. OATH OF OFFICE

Swear in Tom Wheeler (Tom was appointed on July 29, 2024 to fill Division 1 vacancy)

2. ROLL CALL

3. FLAG SALUTE

4. ACCEPT AGENDA

5. PUBLIC COMMENT

Members of the public are invited to address the Board on items not listed on the agenda that are within the scope and jurisdiction of the District. At the discretion of the President, comments may be limited to three minutes per person. The public will be allowed to address items on the agenda when the Board takes up that item. Under the Brown Act, the Board may not take action on any item that does not appear on the agenda.

6. Continuing Business

- a. Tripepi Smith GM recruitment brochure review*-discuss and possibly approve
- b. Foster Clean Power A & B LLC License Agreement*-discuss and possibly approve

ADJOURNMENT

ADA compliance statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the District office at (707) 443-5018. Notification 12 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (Posted and mailed August 1, 2024.)

CONTINUING BUSINESS

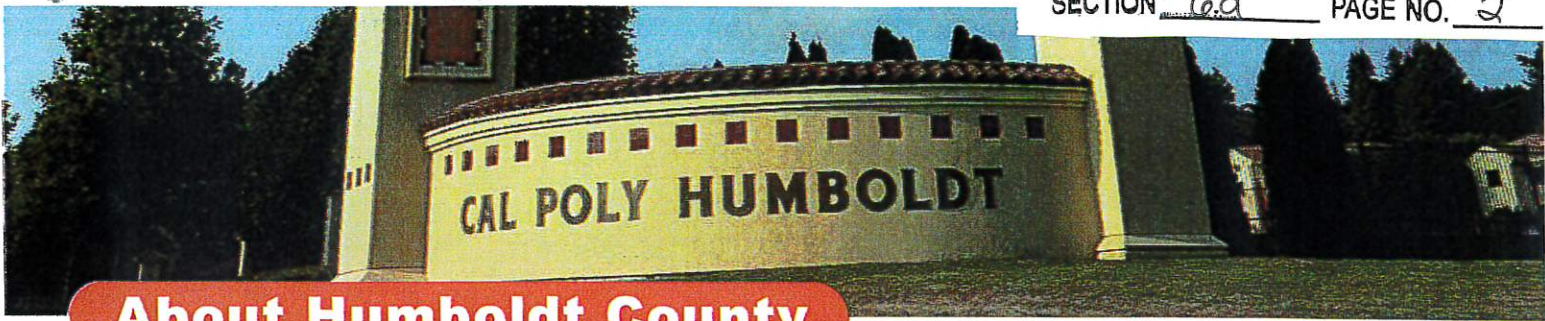


Humboldt Bay Municipal Water District



GENERAL MANAGER RECRUITMENT

Humboldt Bay Municipal Water District is looking for a visionary, strategic and collaborative leader to serve as its next General Manager. The General Manager will be a transparent leader who is skilled at managing diverse teams while also being actively involved in the community. Understanding complex system operations, especially related to the water industry, is preferred. If you have a strategic, responsive and open leadership style and are looking to work with a tight-knit team, this is a great opportunity for you. **Learn more within.**



About Humboldt County

The Humboldt Bay Municipal Water District is located in Humboldt County in the heart of northern California's beautiful coastal redwood region. Humboldt County is home to a robust outdoor community where residents and visitors alike can enjoy: hunting, fishing, kayaking along beautiful rivers and Humboldt Bay, hiking scenic trails through the redwood forest, and picnicking or agate hunting at the beach. Humboldt County is an ideal location for those seeking a more relaxed pace of life and greater work-life balance.

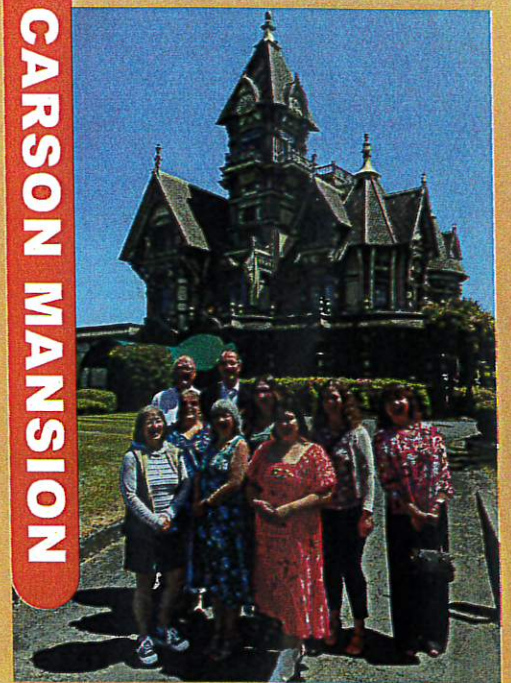
Beach and river access allows for casual and recreational enjoyment. Humboldt Redwoods State Park, Redwood National Park, Clam Beach County Park and Prairie Creek Redwoods State Park provide spaces for families to enjoy nature's most beautiful sights. With federal, state and local parks and miles of scenic paved bike paths, Humboldt County is an idyllic place for high-quality recreation.

Humboldt County is a perfect place to raise a family given its quality education opportunities, including higher education institutions such as California State Polytechnic University Humboldt (Cal Poly Humboldt), College of the Redwoods - community college.

From family-friendly events like concerts in the park to weekly farmers markets and a thriving art community, there is something for everyone in Humboldt County.



CARSON MANSION



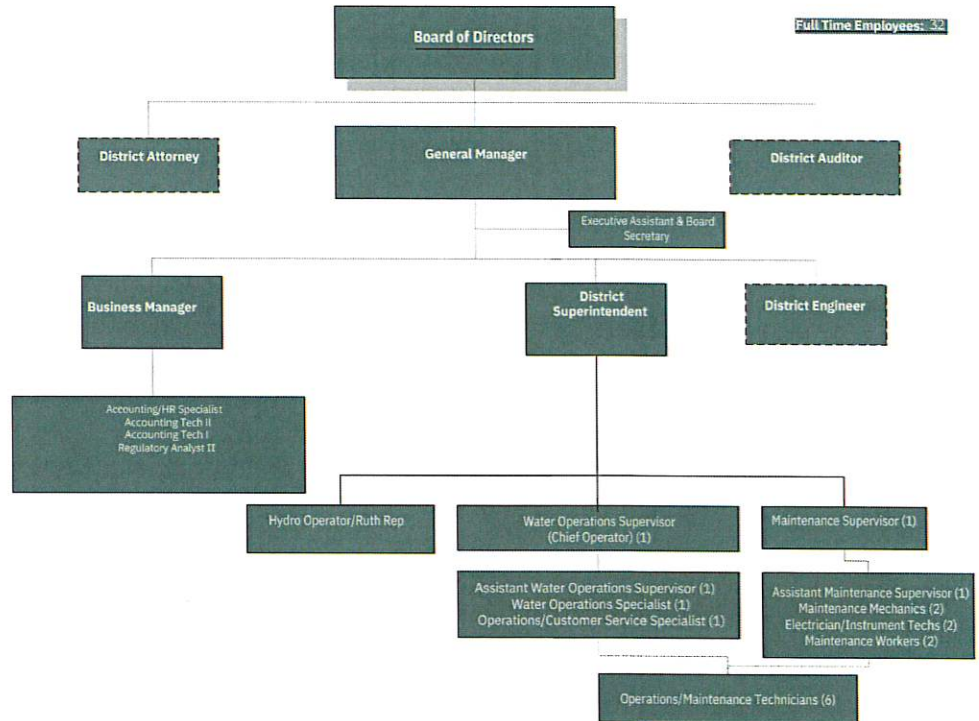
Fun fact: Carson Mansion was built in 1884 and is the "ultimate Victorian" home combining styles of Italianate, Eastlake, Stick and Queen Anne. The grand home took over two years with the combined effort of over one hundred men to complete. It's purpose was to house workers during a decline in the timber industry and has since set the trend for lavish gingerbread Victorian architecture in Eureka.



About Humboldt Bay Municipal Water District

The Humboldt Bay Municipal Water District operates two separate and distinct water systems: a domestic water system which supplies treated drinking water; and an industrial system which supplies untreated raw water to large industrial users for industrial purposes.

The District also has a comprehensive Capital Improvement Plan (CIP); a multi-year planning tool intended to identify projects that will ensure the regional system reliably meets the communities' water supply needs in a cost-effective manner.



Current facilities and operations of the HBMWD include:

- R.W. Matthews Dam which forms Ruth Reservoir in southern Trinity County
- Gosselin Hydro-Electric Power House at Matthews Dam
- Diversion, pumping and control facilities adjacent to the Mad River near Essex at the John R. Winzler Operations and Control Center
- Lloyd and Barbara Hecathorn Turbidity Reduction Facility
- Two separate and distinct pipeline systems which deliver treated drinking water or untreated raw water to the HBMWD's customers



DISTRICT MISSION

Reliably deliver high quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost; reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost; and protect the environment of the Mad River watershed to preserve water rights, water supply and water quality interests of the District.



About the General Manager Role

The General Manager of the Humboldt Bay Municipal Water District will operate as the Chief Executive Officer of the District. Leadership responsibilities include strategic planning, evaluating District effectiveness and ensuring compliance with federal, state, and local safety regulations. The new General Manager will also serve as the Dam Safety Coordinator, prepare monthly Board meeting agendas and written staff reports, negotiate water sale contracts and serve as a liaison representing the District to the general public.

In this position, the General Manager will:

- Direct and oversee construction, maintenance and operation of the regional water system while simultaneously ensuring compliance with water quality laws and regulations
- Direct and oversee the development of a comprehensive Capital Improvement Plan while advancing high-priority projects and developing funding mechanisms
- Direct and oversee the District's aquatic Habitat Conservation Plan, Long Term Streambed Alteration Agreement and other efforts in the watershed
- Empower staff by providing autonomy and support to foster a positive organizational culture and respectful work environment

The Ideal Candidate

HBMWD's new General Manager will have excellent written and oral communication skills to help aid in maintaining a close working relationship with the Board while also being the face and voice for the organization to the public, media, and all other stakeholders. Excellent interpersonal skills are essential for navigating a politically and culturally diverse environment, ensuring respectful collaboration.

The ideal candidate will have a distinct understanding of the principles and practices of water utilities, including the evolving nature of water regulations and industries such as hydropower, and dam management. Awareness of engineering and construction principles applicable to the planning, design and construction of District facilities is critical to the General Manager's success.

An ideal candidate will:

- Be capable of contract development and public administration as well as planning, analyzing, and developing sound business recommendations
- Understand safety regulations and programs including federal and state regulations and practices governing the safety of dams and hydroelectric power plants
- Be skilled in long-term planning and goal setting, both internally and externally
- Have proficiency in media communication and community engagement
- Have executive level public agency management experience with a successful track record
- Demonstrate a strong commitment to the role and the District, with high integrity and a genuine passion for the work

Qualifications

Experience

- Experience working with elected Boards or Commissions
- Operations and facility management experience (water or special districts preferred)
- Facility infrastructure management, especially concerning rivers, dams and water systems
- Knowledge of grant funding processes
- Involvement in community service and clubs (e.g., Kiwanis, Rotary, Soroptimist, etc.) is a plus!

Education

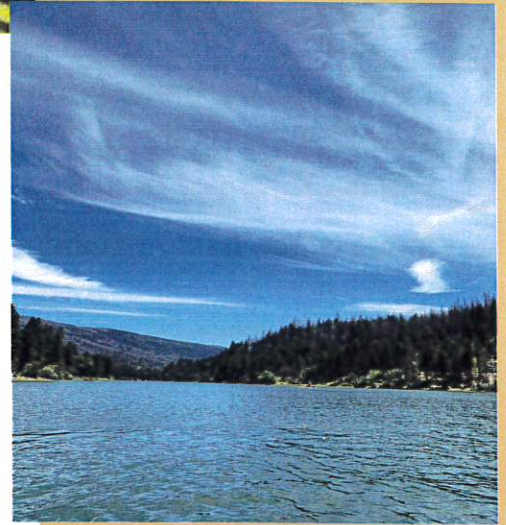
- Bachelor's degree with a major in business administration, public administration, engineering, water resources, or any closely related field
- Ten to fifteen years of increasingly responsible and broad experience in engineering, administration, or management in a private or public agency

Special Requirements

- Must possess a valid California driver's license, and must maintain a driving record acceptable to the District and its insurance carrier
- Must qualify for fiduciary bonding
- Must be able to occasionally work evenings, weekends and during an emergency that affects the District's operations

Physical Abilities

- Operate a motor vehicle
- Operate a variety of office equipment (computer, copy machine, fax, etc.)
- Communicate well with others, verbally and in writing
- Work cooperatively and get along well with the Board, District staff, customers and the public
- Sit for extended periods of time
- Perform minor physical activities (bending, lifting and reaching)





COMPENSATION & BENEFITS

The annual base salary range is \$130,000 - \$180,000

The contract terms of employment are negotiated between the successful applicant and the Board of Directors.

Some of the basic employee benefits include:

- **Medical:** Coverage becomes effective on the first of the month following thirty days of employment with a choice between one of five BlueCross Plans (two HMO and three PPO)
- **Dental, Vision & EAP:** Covers employee and dependents. Coverage will become effective on the first of the month following thirty days of employment
- **Deferred Compensation (optional):** Employee paid, district will contribute \$50 per month for non-participating employees and match up to \$100 per month for participating employees
- **Holidays:** Twelve paid holidays and three floating holidays per year
- **Vacation:**
 - 10 days per year
 - 15 days per year after 4 years
 - 20 days per year after 10 years
 - 1 additional day per year for 16 - 20 years
 - 25 days per year after 20 years
- **Sick Leave:** One-day sick leave per month (up to a maximum of 130 days)
- **Long-Term Disability:** Provides up to 60% of monthly pre-disability earnings after the qualifying period and is integrated with social security benefits
- **Retirement:** 2% at age fifty-five California Public Employees Retirement System (CalPERS) retirement formula for "classic" employees; 2% at age sixty-two for non-classic employees
- **Retiree Medical:** To be eligible, the employee must: 1) retire from the District 2) be eligible for PERS retirement benefits, and 3) have a minimum of ten years of District service. District pays a maximum of \$640 per month up to age sixty five. Employee and dependents are eligible



HOW TO APPLY

To be considered for this position, please immediately submit your resume and cover letter to **Christine Martin** at Talent@TripepiSmith.com by **August 23, 2024**.

After the submission deadline, candidates will be screened for qualifications. If you require additional information or have questions, please contact Christine Martin at **949-993-6531**.

Humboldt Bay Municipal Water District

To: Board of Directors
From: John Friedenbach
Date: August 2, 2024

**Re: Revised License Agreement with Foster Clean Power A & B Solar Project
APN 505-151-012-000
2428 Foster Avenue, Arcata**

History

Arcata Land Company, LLC owns APN 505-151-012, 506-231-019, and 506-231-022; 2428 Foster Avenue in Arcata. The District has an easement (August 23, 1961; Simpson Redwood Company) for our water transmission lines (industrial and domestic) that traverse through these parcels. Foster Clean Power A, LLC and Foster Clean Power B, LLC is the developer and operator of a commercial solar and energy storage facilities on these parcels.

As a condition of development in the close proximity of our transmission pipelines, the County of Humboldt Planning and Building department approved the following condition in the building permit for the solar and energy projects.

“The applicant shall enter into a license agreement with the Humboldt Bay Municipal Water District (HBMWD) to allow HBMWD to utilize the proposed 15-foot-wide maintenance road adjacent to the 30-foot waterline easement (Easement), and where the maintenance road no longer borders the Easement, a 15-foot-wide strip of land along the south side of the Easement, to allow access to and maintenance of the water lines, on the condition that (1) HBMWD may use the 15-foot-wide maintenance road and/or 15-foot-wide strip only when it is not reasonably able to confine its activities to the Easement; and (2) if HBMWD removes any portion of the project perimeter fence in connection with its use of the 15-foot-wide maintenance road and/or 15-foot-wide strip, the fence shall be promptly replaced at the expense of HBMWD. The license agreement shall include an exhibit depicting the license area, standard insurance, indemnity, and reserved rights provisions, and shall terminate automatically at such time that the project is decommissioned. Except in the event of an uncured default, as specified in the license agreement, the license shall be irrevocable while the project remains in operation and shall bind any successors of applicant.”

Discussion

This item and license agreement was brought before you in November 2023 and was approved. Staff was recently contacted by Foster Clean Power requesting a revision to their original License Agreement so that it could comply with County of Humboldt recording requirements. Attached (both redline and final) for your consideration and possible approval is the revised Access License Agreement that has been negotiated between Foster Clean Power A, LLC and Foster Clean Power B, LLC and the District. This revised agreement has been reviewed and approved by District Counsel.

Staff Recommendation

Staff recommends that the Board authorize staff to sign the revised Access License Agreement and record the fully executed agreement at the Humboldt County Recorder's Office.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

FOSTER CLEAN POWER B LLC
4675 Stevens Creek Blvd, Suite 250
Santa Clara, CA 95051
Attn: Ardeshir Arian

(Space Above For Recorder's Use)

GRANT OF ACCESS LICENSE AND AGREEMENT

THIS GRANT OF ACCESS LICENSE AND AGREEMENT ("Agreement") is made by and between **FOSTER CLEAN POWER A LLC and FOSTER CLEAN POWER B LLC**, both of which are a Delaware limited liability company (collectively, "Grantor"), and **HUMBOLDT BAY MUNICIPAL WATER DISTRICT**, a public water district formed pursuant to California law ("Grantee"), to be effective as of the date of its recordation (the "Effective Date") in the Office of the Humboldt County (California) Recorder, as follows:

Recitals

A. Grantor is a developer and operator of commercial solar and energy storage facilities. On January 19, 2023, the Humboldt County Planning Commission approved a Conditional Use Permit ("Use Permit") authorizing Grantor to construct and operate a commercial solar and energy storage facility (the "Facility") on the that certain real property situated in an unincorporated area of Humboldt County, California near the City of Arcata, and identified by Assessor's Parcel Numbers 505-151-012, 506-231-019, and 506-231-022 (the "Property"). The Property is owned by Arcata Land Company, LLC, ("ALC") and is leased to Grantor.

B. Grantee is the operator of public water systems, and currently holds a water line easement and additional rights over the Property, as documented in that certain Grant of Right of Way and Agreement recorded on October 16, 1961, in Book 656, Page 481, of the real property records of Humboldt County, California (the "Water Line Easement"). Two water transmission pipelines are currently located within the Water Line Easement (the "Water Lines").

C. Use Permit Condition of Approval 4 ("COA 4") requires Grantor to grant an access license to Grantee meeting certain terms and conditions. COA 4 provides as follows:

The applicant shall enter into a license agreement with the Humboldt Bay Municipal Water District (HBMWD) to allow HBMWD to utilize the proposed 15-foot-wide maintenance road adjacent to the 30-foot waterline easement (Easement), and where the maintenance road no longer borders the Easement, a 15-foot-wide strip of land along the south side of the Easement, to allow access to and maintenance of the water lines, on the condition that (1) HBMWD may use the 15-foot-wide maintenance road and/or 15-foot-wide strip only when it is not reasonably able to confine its activities to the Easement; and (2) if HBMWD removes any portion of the project perimeter fence in connection with its use of the 15-foot-wide maintenance road and/or 15-foot-wide strip, the fence shall be promptly replaced at the expense of HBMWD. The license agreement shall include an exhibit depicting the license area, standard insurance, indemnity, and reserved rights provisions, and shall terminate automatically at such time that the project is decommissioned. Except in the event

of an uncured default, as specified in the license agreement, the license shall be irrevocable while the project remains in operation and shall bind any successors of applicant.

D. Grantor desires to grant to Grantee, pursuant to the terms and conditions of this Agreement, a license to access and use the 15-foot-wide maintenance road adjacent to the Water Line Easement, and where the maintenance road no longer borders the Water Line Easement, a 15-foot-wide strip of land along the south side of the Water Line Easement, to allow Grantee to access and maintain the Water Lines. The described portion of the maintenance road and the strip of land along the south side of the Water Line Easement subject are hereafter referred to as the "License Area".

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THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

Agreement

1. **Recitals Incorporated.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee and Grantee's agents, employees, engineers, contractors, consultants, and representatives (collectively, "Grantee's Agents") a license to enter the Property for the purpose of accessing and maintaining the Water Lines within the Water Line Easement. The license shall encompass a 15.00 foot wide area as depicted in **Exhibit A** hereto (the "License Area"). The License shall be non-exclusive. For purposes of this Agreement, "maintaining the Water Lines" or "maintenance activities" includes the right of Grantee or Grantee's Agents to operate, maintain, inspect, repair, or replace the Water Lines, or to conduct such additional activities permitted by the Water Line Easement.

3. **Use of License Area.** The License includes the right to access the Property for the purpose of accessing and performing maintenance activities on the Water Lines within the Water Line Easement only when Grantee is not reasonably able to confine its maintenance activities to the Water Line Easement. Grantee may perform such maintenance activities at all reasonable times and shall provide Grantor 48 hours of advance telephone or e-mail notice prior to performing any scheduled work requiring excavation; provided, however, that in the event of the need for emergency repair work, Grantee shall provide as much advance notice as the circumstance reasonably allow, but the failure to provide advance notice shall not prohibit Grantee from accessing the License Area to conduct such emergency repair work. Grantor shall be responsible for providing Grantee with a current list of contacts including names, telephone numbers and e-mail addresses. All work shall be undertaken in a manner that reasonably minimizes and causes the least amount of disturbance to the Property. Grantee shall promptly repair any damage to the Property and any improvements thereon caused by Grantee's maintenance of the Water Lines. All work shall be performed in a professional, workmanlike manner. Grantee, at its sole cost and expense, shall promptly repair and restore all portions of the Property, including fencing, disturbed by Grantee in connection with maintenance of the Water Lines, to the condition existing prior to such disturbance.

4. **General Reserved Rights.** Grantor retains the right to make any use of the Property, including but not limited to surface and subsurface areas, that does not interfere unreasonably with Grantee's free use and enjoyment of the License Area or Grantee's rights under the Water Line Easement.

5. **Indemnity.**

5.1 By Grantee. Grantee agrees to indemnify Grantor and hold Grantor and ALC harmless from and against all liens or claims for payment for maintenance of the Water Lines, and for any liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law) ("Liabilities"), incurred by any person or entity in connection with, arising out of or related in any way to the failure to pay for work associated with the Water Lines, or any injury to or death of any person, or damage to or loss of any property, or damages which may be imposed upon, incurred by, or asserted against the Grantor and/or ALC arising, directly or indirectly, out of or in connection with Grantee's or Grantee's Agents' use and occupancy of the License Area. Notwithstanding anything in this Section 5.1 to the contrary, Grantee shall not be obligated to indemnify or hold Grantor or ALC harmless from a Liability to the extent such Liability is caused by the active negligence or willful misconduct of Grantor, ALC, or any of their principals, employees, agents, invitees, tenants, sub-tenants, consultants, or contractors (or any of

their sub-contractors).

5.2 **By Grantor.** Grantor agrees to indemnify Grantee and hold Grantee harmless from and against any liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law) ("Liabilities"), incurred by any person or entity in connection with, arising out of or related in any way to the failure to pay for work associated with the development, use, or operation of the Facility, or any injury to or death of any person, or damage to or loss of any property, or damages which may be imposed upon, incurred by, or asserted against the Grantee arising, directly or indirectly, out of or in connection with Grantor's or Grantor's Agents' use and occupancy of the Property. Notwithstanding anything in this Section 5.2 to the contrary, Grantor shall not be obligated to indemnify or hold Grantee harmless from a Liability to the extent such Liability is caused by the active negligence or willful misconduct of Grantee or any of its principals, employees, agents, invitees, tenants, sub-tenants, consultants, or contractors (or any of their sub-contractors).

6. **Insurance.** Grantee shall maintain, and shall ensure that Grantee's Agents maintain, public liability and property damage insurance insuring against any liability arising out of any use of the License Area pursuant to the provisions hereof. Such insurance maintained by Grantee or Grantee's Agents (as applicable) shall be in the amount of four million dollars (\$4,000,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy maintained by Grantee will insure the contractual liability of Grantee covering the indemnities herein and will (1) name Grantor and ALC (and their successors, assigns, and affiliates) as additional insureds, (2) contain a cross-liability provision, and (3) contain a provision that the insurance provided by Grantee hereunder will be primary and noncontributing with any other insurance available to Grantor or ALC. The aforementioned insurance coverage may be obtained under a blanket policy carried by Grantee or Grantee's Agents, as the case may be. Grantee shall provide Grantor with evidence of such insurance coverage before any use of the License Area.

7. **Water Line Easement.** Nothing in this Agreement is intended to amend, modify, or otherwise affect the rights granted to or the obligations imposed upon Grantee or ALC, as successor in title to the original grantor of the Water Line Easement, pursuant to the Water Line Easement.

8. **Term and Termination.**

7.1 **Term.** Subject to Paragraph 7.2 below, the License created by this Agreement shall remain effective for the duration of the Facility's operational life, and shall terminate automatically upon decommissioning of the Facility ("Term").

7.2 **Termination.** The License created by this Agreement may be terminated under the following conditions:

- a. By Grantor, should Grantee violate any term or condition of this Agreement and fail to cure or diligently commence curing such violation within thirty (30) days after receiving written notice from Grantor; and
- b. Automatically upon expiration of the Term.

9. **Manner of Giving Notice.** Except as otherwise provided herein, all notices and demands that either party is required or desires to give to the other shall be given in writing by personal delivery, express courier service, certified mail, return receipt requested, or by e-mail to the address or e-mail address set forth below for the respective party, provided that if any party gives notice of a change of name, address,

or e-mail address, notices to that party will thereafter be given as demanded in that notice. All notices and demands so given will be effective upon receipt by the party to whom notice or a demand is being given.

10. **Attorneys' Fees.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

11. **Entire Agreement.** This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may neither be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

12. **Governing Law; Venue.** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Any action arising from this Agreement shall be venued in the Superior Court of California in and for the County of Humboldt.

13. **Authority.** Each person executing this Agreement represents and warrants that he or she has the power and authority to execute and deliver this Agreement on behalf of the party for which such execution and delivery is being made.

14. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR

FOSTER CLEAN POWER B LLC

By: RNA Development I LLC,
its sole member

By: Renewable America LLC,
its sole member

By: Ardeshir Arian, President & CEO

DATED: _____

4675 Stevens Creek Blvd., Suite 250
Santa Clara, CA 95051
Tel: (408) 663-6647
Email: ardi@renewam.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (seal)

GRANTEE
HUMBOLDT BAY MUNICIPAL WATER DISTRICT

By: John Friedenbach, General Manager

DATED: _____

P.O. Box 95
Eureka, CA 95502-0095
Tel: (707) 443-5018
Email: friedenbach@hbmwd.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

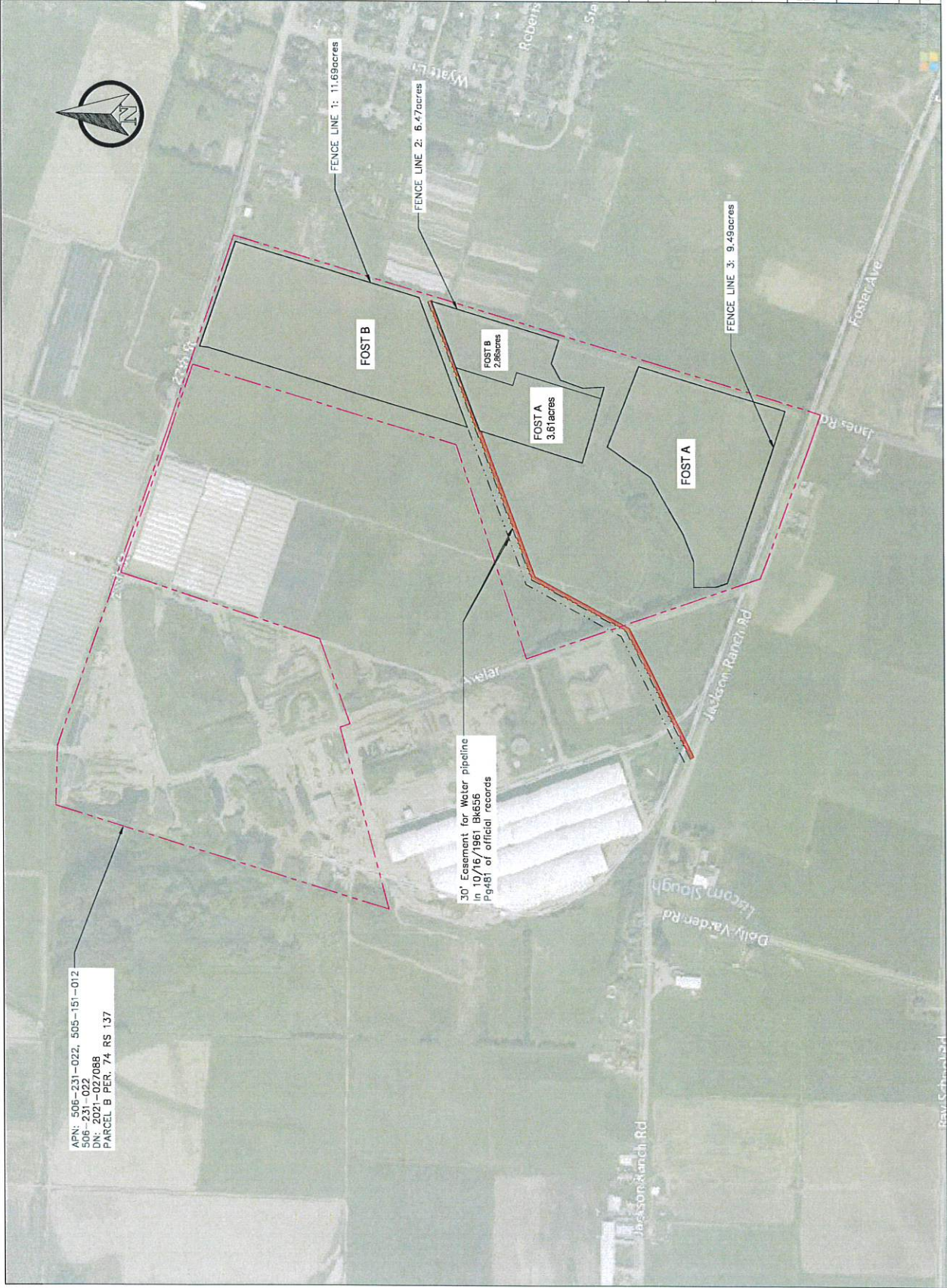
Signature: _____ (seal)

Exhibit A

[Attached]



APN: 506-231-022, 505-151-012
 506-201-007/088
 506-201-007/088
 PARCEL B PER. 74 RS 137



FOSTER CLEAN POWER A&B PROJECT SPACE:

APN	ACRES	OWNER
506-231-022	11.69	FOSTER CLEAN POWER A&B PROJECT SPACE
505-151-012	6.47	FOSTER CLEAN POWER A&B PROJECT SPACE
506-201-007/088	3.61	FOSTER CLEAN POWER A&B PROJECT SPACE
506-201-007/088	2.86	FOSTER CLEAN POWER A&B PROJECT SPACE
506-201-007/088	9.49	FOSTER CLEAN POWER A&B PROJECT SPACE

THIS DRAWING IS FOR PERMITTING PURPOSES ONLY. NOT FOR CONSTRUCTION.

NO.	REVISION / ISSUE	DATE
0.	A002	19-JUN-24
PROJECT NAME: FOSTER CLEAN POWER A&B		
PROPERTY OWNER: Aceto Line Company LLC		
PROPERTY OWNER CONTACT: (917)-868-7721		
PARCEL NUMBER: 506-231-022, 505-151-012, 506-201-022		
LOCATION: Foster Ave, Arcata, CA 95521		
RD GPS COORDINATES: 40 081197, -124.100703		
DRAWING TITLE: FOST-A&B SITE PLAN		
AUTOCAD FILE NAME: FOST-A&B SITE PLAN.dwg	SHEET: 1 OF 1	PILOT DATE: 19-JUN-24
PILOT FILE NAME: FOST-A&B SITE PLAN.dwg	CHECKED BY: SCALE: 1"=150'	PILOT TIME: 11:19

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

FOSTER CLEAN POWER B LLC
4675 Stevens Creek Blvd, Suite 250
Santa Clara, CA 95051
Attn: Ardeshir Arian

(Space Above For Recorder's Use)

GRANT OF ACCESS LICENSE AND AGREEMENT

THIS GRANT OF ACCESS LICENSE AND AGREEMENT ("Agreement") is made by and between **FOSTER CLEAN POWER A LLC and FOSTER CLEAN POWER B LLC**, both of which are a California Delaware limited liability company (collectively, "Grantor"), and **HUMBOLDT BAY MUNICIPAL WATER DISTRICT**, a public water district formed pursuant to California law ("Grantee"), to be effective as of the date of its recordation (the "Effective Date") in the Office of the Humboldt County (California) Recorder, as follows:

Recitals

A. Grantor is a developer and operator of commercial solar and energy storage facilities. On January 19, 2023, the Humboldt County Planning Commission approved a Conditional Use Permit ("Use Permit") authorizing Grantor to construct and operate a commercial solar and energy storage facility (the "Facility") on the that certain real property situated in an unincorporated area of Humboldt County, California near the City of Arcata, and identified by Assessor's Parcel Numbers 505-151-012, 506-231-019, and 506-231-022 (the "Property"). The Property is owned by Arcata Land Company, LLC, ("ALC") and is leased to Grantor.

B. Grantee is the operator of public water systems, and currently holds a water line easement and additional rights over the Property (~~the "Water Line Easement"~~). ~~The Water Line Easement grant is attached hereto as Exhibit A, as documented in that certain Grant of Right of Way and Agreement recorded on October 16, 1961, in Book 656, Page 481, of the real property records of Humboldt County, California (the "Water Line Easement").~~ Two water transmission pipelines are currently located within the Water Line Easement (the "Water Lines").

C. Use Permit Condition of Approval 4 ("COA 4") requires Grantor to grant an access license to Grantee meeting certain terms and conditions. COA 4 provides as follows:

The applicant shall enter into a license agreement with the Humboldt Bay Municipal Water District (HBMWD) to allow HBMWD to utilize the proposed 15-foot-wide maintenance road adjacent to the 30-foot waterline easement (Easement), and where the maintenance road no longer borders the Easement, a 15-foot-wide strip of land along the south side of the Easement, to allow access to and maintenance of the water lines, on the condition that (1) HBMWD may use the 15-foot-wide maintenance road and/or 15-foot-wide strip only when it is not reasonably able to confine its activities to the Easement; and (2) if HBMWD removes any portion of the project perimeter fence in connection with its use of the 15-foot-wide maintenance road and/or 15-foot-wide strip, the fence shall be promptly replaced at the expense of HBMWD. The license agreement shall include an exhibit depicting the license area, standard insurance, indemnity, and reserved rights provisions, and

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THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

Agreement

1. **Recitals Incorporated.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee and Grantee's agents, employees, engineers, contractors, consultants, and representatives (collectively, "Grantee's Agents") a license to enter the Property for the purpose of accessing and maintaining the Water Lines within the Water Line Easement. The license shall encompass a 15.00 foot wide area as depicted in **Exhibit BA** hereto (the "License Area"). The License shall be non-exclusive. For purposes of this Agreement, "maintaining the Water Lines" or "maintenance activities" includes the right of Grantee or Grantee's Agents to operate, maintain, inspect, repair, or replace the Water Lines, or to conduct such additional activities permitted by the Water Line Easement.

3. **Use of License Area.** The License includes the right to access the Property for the purpose of accessing and performing maintenance activities on the Water Lines within the Water Line Easement only when Grantee is not reasonably able to confine its maintenance activities to the Water Line Easement. Grantee may perform such maintenance activities at all reasonable times and shall provide Grantor 48 hours of advance telephone or e-mail notice prior to performing any scheduled work requiring excavation; provided, however, that in the event of the need for emergency repair work, Grantee shall provide as much advance notice as the circumstance reasonably allow, but the failure to provide advance notice shall not prohibit Grantee from accessing the License Area to conduct such emergency repair work. Grantor shall be responsible for providing Grantee with a current list of contacts including names, telephone numbers and e-mail addresses. All work shall be undertaken in a manner that reasonably minimizes and causes the least amount of disturbance to the Property. Grantee shall promptly repair any damage to the Property and any improvements thereon caused by Grantee's maintenance of the Water Lines. All work shall be performed in a professional, workmanlike manner. Grantee, at its sole cost and expense, shall promptly repair and restore all portions of the Property, including fencing, disturbed by Grantee in connection with maintenance of the Water Lines, to the condition existing prior to such disturbance.

4. **General Reserved Rights.** Grantor retains the right to make any use of the Property, including but not limited to surface and subsurface areas, that does not interfere unreasonably with Grantee's free use and enjoyment of the License Area or Grantee's rights under the Water Line Easement.

5. **Indemnity.**

5.1 By Grantee. Grantee agrees to indemnify Grantor and hold Grantor and ALC harmless from and against all liens or claims for payment for maintenance of the Water Lines, and for any liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law) ("Liabilities"), incurred by any person or entity in connection with, arising out of or related in any way to the failure to pay for work associated with the Water Lines, or any injury to or death of any person, or damage to or loss of any property, or damages which may be imposed upon, incurred by, or asserted against the Grantor and/or ALC arising, directly or indirectly, out of or in connection with Grantee's or Grantee's Agents' use and occupancy of the License Area. Notwithstanding anything in this Section 5.1 to the contrary, Grantee shall not be obligated to indemnify or hold Grantor or ALC harmless from a Liability to the extent such Liability is caused by the active negligence or willful misconduct of Grantor, ALC, or any of their principals, employees, agents, invitees, tenants, sub-tenants, consultants, or contractors (or any of

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their sub-contractors).

5.2 **By Grantor.** Grantor agrees to indemnify Grantee and hold Grantee harmless from and against any liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law) ("Liabilities"), incurred by any person or entity in connection with, arising out of or related in any way to the failure to pay for work associated with the development, use, or operation of the Facility, or any injury to or death of any person, or damage to or loss of any property, or damages which may be imposed upon, incurred by, or asserted against the Grantee arising, directly or indirectly, out of or in connection with Grantor's or Grantor's Agents' use and occupancy of the Property. Notwithstanding anything in this Section 5.2 to the contrary, Grantor shall not be obligated to indemnify or hold Grantee harmless from a Liability to the extent such Liability is caused by the active negligence or willful misconduct of Grantee or any of its principals, employees, agents, invitees, tenants, sub-tenants, consultants, or contractors (or any of their sub-contractors).

6. **Insurance.** Grantee shall maintain, and shall ensure that Grantee's Agents maintain, public liability and property damage insurance insuring against any liability arising out of any use of the License Area pursuant to the provisions hereof. Such insurance maintained by Grantee or Grantee's Agents (as applicable) shall be in the amount of four million dollars (\$4,000,000) combined single limit for injury to or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy maintained by Grantee will insure the contractual liability of Grantee covering the indemnities herein and will (1) name Grantor and ALC (and their successors, assigns, and affiliates) as additional insureds, (2) contain a cross-liability provision, and (3) contain a provision that the insurance provided by Grantee hereunder will be primary and noncontributing with any other insurance available to Grantor or ALC. The aforementioned insurance coverage may be obtained under a blanket policy carried by Grantee or Grantee's Agents, as the case may be. Grantee shall provide Grantor with evidence of such insurance coverage before any use of the License Area.

7. **Water Line Easement.** Nothing in this Agreement is intended to amend, modify, or otherwise affect the rights granted to or the obligations imposed upon Grantee or ALC, as successor in title to the original grantor of the Water Line Easement, pursuant to the Water Line Easement.

8. **Term and Termination.**

7.1 **Term.** Subject to Paragraph 7.2 below, the License created by this Agreement shall remain effective for the duration of the Facility's operational life, and shall terminate automatically upon decommissioning of the Facility ("Term").

7.2 **Termination.** The License created by this Agreement may be terminated under the following conditions:

a. By Grantor, should Grantee violate any term or condition of this Agreement and fail to cure or diligently commence curing such violation within thirty-(30) days after receiving written notice from Grantor; and

a.b. Automatically upon expiration of the Term.

9. **Manner of Giving Notice.** Except as otherwise provided herein, all notices and demands that either party is required or desires to give to the other shall be given in writing by personal delivery, express courier service, certified mail, return receipt requested, or by e-mail to the address or e-mail address set forth below for the respective party, provided that if any party gives notice of a change of name, address,

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15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument.

GRANTOR
FOSTER CLEAN POWER A LLC

By: Radial Power, L.L.C.
its Managing Member

By: John Bates, CEO

DATED: _____

1300 Post Oak Blvd, Suite 1000
Houston, TX 77056
Email: j Bates@radialpower.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
_____) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

GRANTOR
FOSTER CLEAN POWER A LLC

GRANTEE
HUMBOLDT BAY MUNICIPAL-
WATER-DISTRICT

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By: Ardeshir Arian, Managing Member
Dated: _____

4675 Stevens Creek Blvd., Suite 250
Santa Clara, CA 95051
Tel: (408) 663-6647
Email: ardi@renewam.com Signature: _____

By: John Friedenbach, General Manager
Dated: _____

P.O. Box 95
Eureka, CA 95502-0095
Tel: (707) 443-5018
Email: friedenbach@hbmwd.com

(seal)

GRANTOR:
FOSTER CLEAN POWER A LLC

By: Ardeshir Arian, Managing Member
Dated: _____

4675 Stevens Creek Blvd., Suite 250
Santa Clara, CA 95051
Tel: (408) 663-6647
Email: ardi@renewam.com

GRANTOR
FOSTER CLEAN POWER B LLC

By: RNA Development I LLC,
its sole member

By: Renewable America LLC,
its sole member

By: Ardeshir Arian, President & CEO

DATED: _____

4675 Stevens Creek Blvd., Suite 250
Santa Clara, CA 95051

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Tel: (408) 663-6647
Email: ardi@renewam.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA _____)
_____) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (seal)

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GRANTEE
HUMBOLDT BAY MUNICIPAL WATER DISTRICT

By: John Friedenbach, General Manager

DATED: _____

P.O. Box 95
Eureka, CA 95502-0095
Tel: (707) 443-5018
Email: friedenbach@hbmwd.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA _____)
_____) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (seal)

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Exhibit A

[Attached]

