

**PERMIT AGREEMENT
FOR INSTALLATION OF A SENSOR HOSTING TRIPOD TOWER AND
PERFORM RAWINSONDE LAUNCHES AT MARINA, CALIFORNIA**

This Agreement is made by and between Marina Coast Water District, (“District”) and the United States of America, Department of the Navy (“Permittee”).

The District owns property identified below in Marina, California and is willing to allow the Permittee to locate and install the meteorological sensing tower and rawinsonde receiver and antenna, links to the tower measuring devices, and computer equipment to be located on District property subject to the terms and conditions set forth herein.

1. PLACEMENT AND OWNERSHIP

- a. The District owns real property located at 11 Reservation Road, Marina, Monterey County, California (“District Property”).
- b. The District hereby grants the Permittee permission to locate, install and operate a meteorological sensor hosting tower, rawinsonde launch equipment, and computer equipment and to install a link (1/2 inch diameter armored cable) (collectively, the “Tower”) on District Property at such on-site locations approved by the District. The District understands that the Permittee will be transmitting data collected from the Tower to the Naval Postgraduate School through the internet. The Permittee will not be connecting to the District’s intranet or internet lines or computer systems.
- c. Permittee shall not obtain any right or interest in the ownership of District Property.
- d. The District agrees that the Tower shall remain under the ownership and sole responsibility of the Permittee, and that the Tower will be accessible to the Permittee’s personnel during the District’s normal business hours upon reasonable notice to the District.

2. TERM

- a. The term of this permit and agreement shall commence on Monday, May 23, 2016, and shall expire on Monday, June 20, 2016, unless extended in writing upon mutual agreement of the parties.
- b. Upon removal of the Tower and all components thereof from the District Property, the Permittee shall restore the District Property in at least the same condition it was in before the Tower was installed.

3. PERMITTEE CONDITIONS

- a. The Permittee shall provide all necessary equipment, including hardware, maintenance and software to deliver data from the Tower to the Naval Postgraduate School through the internet.

- b. The District shall have no liability to the Permittee for damage to the Tower and any component thereof and for any failed data transmission, except to the extent solely caused by the grossly negligent acts or omissions of the District.
- c. Permittee shall be solely responsible to complete and pay for any and all permits or environmental analysis that may be required to install the Tower or to transmit the data.
- d. Permittee's use of the District Property including, but not limited to, the location and the operation of the Tower and any component thereof and the transmission of data, shall not interfere in anyway with the District's ownership and use of the District Property and the District's operations.
- e. Permit Fees. Because of the short duration of the term of this Permit Agreement, no permit fees payable to the District are required.
- f. INDEMNIFICATION AND HOLD HARMLESS. To the extent provided in the Federal Tort Claims Act. 28 U.S.C. 1346(b) and 2671-2680, Permittee is liable to the District, its Board of Directors, employees and agents for any and all damages, liabilities, losses, fines, penalties, judgments, demands or actions and costs and expenses suffered or incurred by the District, or claims or lawsuits against the District, arising out of or resulting from damages of any nature (including but not limited to consulting, attorney, engineering, clean-up, disposal and restoration costs or fees) caused directly or indirectly caused by or arising out of or in any way predicated upon, in whole or in part, the activities or use of the District Property and electrical power by the Permittee, its employees, agents, contractors, subcontractors or assigns.
- g. INDEPENDENT STATUS. Permittee is an independent entity and is, to the extent provided in the Federal Tort Claims Act, responsible for the acts and omissions of its employees, agents, subcontractors or assigns, if any. Nothing in the Agreement will be construed as creating a partnership of joint venture between the District and the Permittee.

4. THE DISTRICT'S OBLIGATION

- a. The District will provide electrical power at no expense to the Permittee because Permittee represents that the Tower will have minimal electric usage for the term of this Permit Agreement.
- b. The District, to the extent that it has actual knowledge, will warn the Permittee of any dangerous situation that in the District's sole judgment may potentially damage or harm the Tower.
- c. The District shall have no liability whatsoever to the Permittee or any other person for interruption in the operation of the Tower or any component thereof or the data stream, or for any consequential, extraordinary or delay damages.

5. REMEDIES

- a. If the Permittee fails to perform any obligations it incurs pursuant to this Agreement, the District shall give written notice to the Permittee and the Permittee shall have fifteen (15) calendar days from the date of the notice within which to perform any such obligation. In the event that the Permittee fails to perform all such obligations within said fifteen (15) calendar day period, then the District shall have the right to terminate this Agreement two (2) calendar days after a notice of termination has been sent to the Permittee via U.S. Mail.
- b. In the event of Agreement termination, the Permittee shall have the right to remove the Tower within five (5) calendar days of the termination date.

6. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The Permittee shall comply with all local, state and federal ordinances, building codes regulations, procedures, standards, rules and statutes applicable to the safe and legal installation, operation, and removal of the Tower, any component thereof, and the data transmission under this Permit Agreement.

7. DESTRUCTION OF CONDEMNATION

If the District's property is destroyed or taken by condemnation during the term of this Agreement, either party may terminate this Agreement immediately by written notice to the other party.

8. DESIGNATED REPRESENTATIVES

To coordinate activities under this Permit Agreement, the following positions or persons from each party are designated:

- a. For the District:
- b. For the Permittee:

9. ENTIRE AGREEMENT

- a. This agreement constitutes the entire and complete Agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understanding or Agreements of the parties, whether written or oral, with respect to the subject matter.
- b. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officer or representative of each of the parties on the date first shown above.

UNITED STATES OF AMERICA

MARINA COAST WATER DISTRICT

NPS Authorized Representative

General Manager

Date

Date