



## Pt Molate Report

PMCAC #66 November 14, 2016

Expenditures and balance from Navy Escrow Fund: *(Oct.12 Report; No Report provided this month)*

- Five Expenditures totaling \$367,795.42
- Balance: \$4,357,429.12

Expenditures and balance from City General Fund:

- Expenditures to date for FY 16-17 total \$6,850.
- Balance: \$330,421.

Insurance Report filings

- Report provided in the November 2016 PMCAC Agenda Packet.

Lease/Occupation status for all Pt. Molate Users

- Caretaker report for October 2016 is not enclosed. No Report.
- Nematode Holdings Draft License Agreement and comments enclosed.

Monthly Summary of security incidents:

- October, 2016 report enclosed. Graffiti incidents reported in the Winhaven area. Three Patrol Officers and two Supervisors assigned. First Security conducted 1297 security checks and noted 3 visitors on October 27.

Monthly Summary of authorized entries:

- There were thirty-nine public entry authorizations for prior month for the Meeting of the Minds workshop

Caretaker Summary

- DIMO/Public Works did not provide a report.

Beach Park

- DIMO/Parks & Landscaping contractor report enclosed under Parks & Open Space Subcommittee Vegetation Management and Very High Fire Severity Zone part of the Agenda. Pacific Site Management photos of completed work enclosed.
- Summary of the October activity report from the Friends of Point Molate group was not made available.

IR Site 3 Remediation and Abatement Project

- Terraphase will be providing a current status update on IR Site 3 (in monthly report) at tonight's meeting.

Other

- Included is photo of Shipwreck and interesting history of shoreline of Pt San Pablo.
- State of California Coastal Commission and Ducks Unlimited have selected for the removal of Creosote Pilings and various rubbish material such as large blocks of concrete of the former Warehouse Building that suffered fire damage some time ago at Terminal 4. City Council approved this project at their May 17 meeting and work is expected to be underway in later part of October 2016. This project will remove approximately 350 Creosote-treated piles and cement slabs and rubbish. Habitat restoration work to benefit the Pacific Herring and variety of species is scheduled to commence in July 2017 and post construction monitoring to occur through 2022. Ducks Unlimited Project Manager indicated that the selected Contractor Vortex will begin removing pilings on Monday, November 14, 2016.
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Pt. Molate FY2016-17 Budget

Department	Account	Item	Vendor	Budget	Actual	Balance
Non-Departmental	01917090-400218	Security	DP Security	\$ 253,331	\$ -	\$ 253,331
Public Works	012333631-400537	Landscape	D&H Landscaping	\$ 83,940	\$ 6,850	\$ 77,090
				<u>\$ 337,271</u>	<u>\$ 6,850</u>	<u>\$ 330,421</u>

As of October 31, 2016



## Craig Murray

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**From:** Joan Garrett <joan@vbsi.com>  
**Sent:** Thursday, November 10, 2016 5:22 PM  
**To:** Bruce Beyaert; Jim Hanson; Craig Murray; Bruce Brubaker; Bobby Winston; Mark Howe  
**Subject:** Re: Nematode Holdings License Review Comments.

My only additional comment would be to enumerate in clause 5.3 that all obligations to the master lessee, flow down to the sub-lessees. You can be specific about that and state that sub-lessees need to comply with all local, state and federal law and regulations.

Thx

Joan Garrett

On November 10, 2016 at 4:32 PM Mark Howe <[howefam2@pacbell.net](mailto:howefam2@pacbell.net)> wrote:

You guys really made some progress with this agreement. See attached comments.

Thanks,

**Mark**

**Mark Howe**

**MSH Group**

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For our current listings go to: <http://www.loopnet.com/Profile/390993060/Mark-Howe/>



## Nematode License Agreement Review Comments:

Prepared by Mark Howe 11-10-16

1. Nematode and the city have made good progress memorializing the leasing status of Nematode Holding at Point Molate.
2. The first comment involves the lease form. Licenses are a tool that was commonly used by redevelopment agencies before their demise. They are designed to deprive tenants of all real property leasehold rights. They enable a landlord (city) to revoke the license of a tenant and avoid the Unlawful Detainer process thereby getting the property back immediately. My land use attorney says this lease/ license trick would not stand up in court if there was a real tenant landlord dispute. I suggest the city is a simple leasing (RPI Form #552-1) form like the one I have attached. If the city wants to be able to evict a tenant quickly then make the lease month to month and just be upfront about it. This form lease is (SIMPLE) only 5 pages long and can be filled out by a city employee without the aid of an attorney. It is also easy for the tenant to understand.
3. Dates of this license are unclear. State the beginning date (December 1, 2016?), early occupancy date, and end date.
4. To provide flexibility to the city I would recommend a month to month lease.
5. 5.1 The market rate for class C industrial indoor space in West County is \$.50 SF NNN where NNN costs are another \$.10. So what would space rent for that has: no electrical, no sanitary facilities, no water, leaking roofs, no sprinklers, no occupancy permit, and other serious problems, and can only be used for storage? At \$.10/SF the city leasing this space at a 85% discount to market. The current market rate for yard space is \$.05 to \$.15/SF. At \$.05/SF the city is leasing yard space at a 50% discount.
6. Lease options should be avoided – especially ones without consideration. The option described in this lease does not have a mechanism to adjust the rent to market value at the renewal date. It is a fixed price renewal. Very dangerous.
7. 5.2 you need to prepare a rental price schedule including these CPI increases.
8. 5.3 says that the tenant has to pay 50% of excess revenue he collects above the base rent. For the existing tenants that extra revenue is already known. Build that charge into the base rent and eliminate this section. Use amendments instead to calculate the lease rates on additional space the tenant may propose to lease. This is an extremely awkward lease provision and will take up too much management attention to enforce.
9. 5.4 Although Nematode's charges for improvement work seem very reasonable, an open ended contract to improve the building at the tenant's discretion is not a good idea. Again this provision will take too much management attention to administer. When a new space is leased specify the improvements required in a Tenant Improvement agreement stating who will perform and pay for the improvements. Normal leases are very specific about which repairs

the land lord has to pay for and which repairs the tenant has to pay for. Use of a standard form lease would eliminate this problem.

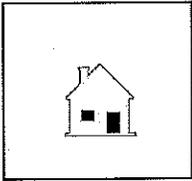
10. Insurance and indemnity provisions are normal
11. Section 10.3 is the landlord's thermo- nuclear weapon. Why is there a 3 year license term in this agreement that includes a provision like this? Just use a standard from month to month lease. It is the same thing.
12. The drawings of the spaces leased looks accurate to me.

The leasing situation with Nematode is vastly improved. However the \$40,000 (maybe more with 50% provision) annual revenue barely make a dent in the city's financial problem at Point Molate. The common area costs alone are \$500,000 per year. Beyond that, the city is paying legal defense costs and could end up paying for ongoing environmental costs.

I think we would all prefer to see a solution that generates significant annual revenue in the \$3-5 million range. That will solve the city's problem. As I explained last year, to get these buildings in the condition, they need to be, to command market rates, will cost roughly \$10M.

However the current leasing situation is certainly better than no occupancy at all at Point Molate.

Mark Howe



# COMMERCIAL LEASE AGREEMENT

Gross — Multi-Tenant

Prepared by: Agent \_\_\_\_\_ Phone \_\_\_\_\_  
 Broker \_\_\_\_\_ Email \_\_\_\_\_

**NOTE:** This form is used by a leasing agent or landlord when space in a commercial multi-tenant property is leased by a tenant for a fixed-term to grant the tenancy and set the terms for the tenant's payment of rent and their share of utilities and janitorial expenses, with the landlord responsible for maintenance and carrying costs of the property.

**DATE:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

**1. FACTS:**

- 1.1 \_\_\_\_\_, as the Landlord,  
 leases to \_\_\_\_\_, as the Tenant,  
 the Premises referred to as \_\_\_\_\_,  
 which is part of the Project known as \_\_\_\_\_.
- 1.2 Landlord acknowledges receipt of \$\_\_\_\_\_ to be applied as follows:
 

<input type="checkbox"/> Security deposit .....	\$ _____
<input type="checkbox"/> First month's rent .....	\$ _____
<input type="checkbox"/> .....	\$ _____
- 1.3 The following checked addenda are part of this lease agreement:
 

<input type="checkbox"/> Addendum — General Use [See ft Form 250]	<input type="checkbox"/> Option to Renew/Extend Lease
<input type="checkbox"/> Broker Fee Addendum [See ft Form 273]	[See ft Form 565]
<input type="checkbox"/> Condition of Premises Addendum [See ft Form 560]	<input type="checkbox"/> Option to Purchase [See ft Form 161 & 161-1]
<input type="checkbox"/> Tenant's Property Expense Profile [See ft Form 562]	<input type="checkbox"/> Option to lease additional space
<input type="checkbox"/> Property description	<input type="checkbox"/> Building rules
<input type="checkbox"/> Plat map of leased space	<input type="checkbox"/> _____

**2. TERM OF LEASE:**

- 2.1 The lease granted commences \_\_\_\_\_, 20\_\_\_\_, and expires \_\_\_\_\_, 20\_\_\_\_.
  - a. The month of commencement is the anniversary month.
- 2.2 The lease terminates on the last day of the term without further notice.
- 2.3 If Tenant holds over, the monthly rent will be increased to 120% of the monthly rent applicable immediately preceding the termination of this lease agreement, prorated at 1/30th of the monthly rent for each day until the Premises is delivered to Landlord.
- 2.4 Tenant may surrender this lease only by a written surrender agreement with Landlord. [See ft Form 587]
- 2.5  This lease agreement is a sublease of the Premises which is limited in its terms by the terms and conditions of the attached master lease agreement.

**3. POSSESSION:**

- 3.1 Possession to be delivered to Tenant and Tenant to take possession  on commencement of the lease, or  on \_\_\_\_\_, 20\_\_\_\_.
- 3.2 If Landlord is unable to recover and deliver possession of the Premises from the previous tenant, rent will not accrue and Tenant will not be liable for rent until possession is delivered.
- 3.3 Tenant may terminate the lease if Landlord does not deliver possession within 10 days after commencement of the lease.
- 3.4 If Landlord is unable to deliver possession of the Premises, Landlord will not be liable for any damages.

**4. RENT:**

- 4.1 Tenant to pay rent monthly, in advance, on the first day of each month, including rent for any partial month pro rated at 1/30th of the monthly rent per day.
  - a. Tenant to pay additional rent due as called for in this lease agreement.
- 4.2 Rent to begin accruing  on commencement of the lease, or  on \_\_\_\_\_, 20\_\_\_\_.
- 4.3 **FIXED RENT:**  Monthly rent for the entire term is fixed at \$\_\_\_\_\_.
- 4.4 **GRADUATED RENT:**  Monthly rent, from year to year, is graduated on anniversary months as follows:
 

Initial year's monthly rent to be \$\_\_\_\_\_, and continues until:

  - a.  \_\_\_\_\_% increase in monthly rent over prior year's monthly rent for years \_\_\_\_\_ to \_\_\_\_\_,  
 \_\_\_\_\_% increase in monthly rent over prior year's monthly rent for years \_\_\_\_\_ to \_\_\_\_\_,  
 \_\_\_\_\_% increase in monthly rent over prior year's monthly rent for years \_\_\_\_\_ to \_\_\_\_\_.
  - b.  Monthly rent commencing on the \_\_\_\_\_ anniversary to be ..... \$ \_\_\_\_\_,  
 Monthly rent commencing on the \_\_\_\_\_ anniversary to be ..... \$ \_\_\_\_\_,  
 Monthly rent commencing on the \_\_\_\_\_ anniversary to be ..... \$ \_\_\_\_\_.

BA 4.5

4.5 **CPI ADJUSTED RENT:**  Monthly base rent for the initial 12 months of the term is the amount of \$ \_\_\_\_\_, adjusted annually on the first day of each anniversary month by increasing the initial monthly base rent by the percentage increase between the applicable Consumer Price Index for All Urban Consumers (CPI-U) figures published for the third month preceding the month of commencement and the third month preceding the anniversary month.

- a. The applicable CPI-U (1982-1984 = 100) is:
  - Los Angeles-Riverside-Orange County,  San Francisco-Oakland-San Jose,
  - San Diego,  National,  \_\_\_\_\_.
- b. Annual rent increases under CPI-U adjustments are limited to an increase of \_\_\_\_\_%.
- c. On any anniversary adjustment, if the CPI-U has decreased below the CPI-U for the prior 12-month period, the monthly rent for the ensuing 12 months will remain the same as the rent during the prior 12 months.
- d. If the CPI-U is changed or replaced by the United States Government, the conversion factor published by the Government on the new Index will be used to compute annual adjustments.
- e. Following each \_\_\_\_\_-year period after commencement, including any extensions and renewals, the monthly rent is to be adjusted upward to current market rental rates for comparable premises.  
 Computation of any future annual CPI-U adjustments in monthly rent on each anniversary month after adjustment to current market rental rates will treat the monthly rent for the initial 12 months of each market rent adjustment as the initial monthly base rent, and treat the first month of each market rent adjustment as the month of commencement for selecting the Index figures. Landlord to reasonably determine and advise Tenant of the adjusted rental rates no less than 3 months prior to the effective date of the adjustment.

4.6 Rent to be paid by:

- a.  check,  cash, or  cashier's check, made payable to Landlord or \_\_\_\_\_.  
 Personal delivery of rent to be during the hours of \_\_\_\_\_ to \_\_\_\_\_ at Payee's address \_\_\_\_\_  
 on the following days \_\_\_\_\_.
- b.  credit card # \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_; expiration date \_\_\_\_\_, 20\_\_\_\_; security code \_\_\_\_\_ which Landlord is authorized to charge each month for rent due.
- c.  deposit into account number \_\_\_\_\_ routing number \_\_\_\_\_ at \_\_\_\_\_ (Financial Institution) \_\_\_\_\_ (Address)
- d.  \_\_\_\_\_.

4.7 Tenant to pay a charge of  \$ \_\_\_\_\_, or  \_\_\_\_\_% of the delinquent rent payment, as an additional amount of rent, due on demand, in the event rent is not received within  5 days, or  \_\_\_\_\_ days, after the due date.

4.8 If any rent or other amount due Landlord is not received within the grace period provided in Section 4.7, interest will accrue from the due date on the amount at 18% per annum until paid. On receipt of the payment of any delinquent rent, Landlord to promptly make a written demand for payment of the accrued interest which will be payable within 30 days of the demand.

4.9 Tenant to pay a charge of \$ \_\_\_\_\_ as an additional amount of rent, due on demand, for each rent check returned for insufficient funds or stop payment, in which event Tenant to pay rent when due for each of the 3 following months by cash or cashier's check.

**5. OPERATING EXPENSES:**

5.1 Tenant is responsible for payment of utility and service charges as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5.2 Landlord is responsible for payment of utility and service charges as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5.3 Tenant to pay all taxes levied on trade fixtures or other improvements Tenant installs on the Premises.

5.4 If Landlord pays any charge owed by Tenant, Tenant will pay, within 30 days of written demand, the charge as additional rent.

5.5 Landlord to pay all real property taxes and assessments levied by governments, for whatever cause, against the land, trees, tenant improvements and buildings within the Project containing the Premises, excluding those to be paid by Tenant under Section 5.3.

BA 4.6

- 5.6 As additional monthly base rent, Tenant to pay \_\_\_\_\_% of the common area maintenance (CAM) for the Project incurred each month, within 10 days of written statement and demand for payment.
  - a. CAMs are the cost to Landlord of maintaining and operating the "Common Areas" of the Project including all sidewalks, corridors, plazas, hallways, restrooms, parking areas, interior and exterior walls and all other open areas not occupied by tenants.
  - b. CAMs include all costs incurred by Landlord relating to the operation of the Project containing the Premises and charges for property management of the Common Areas.

**6. REPAIR AND MAINTENANCE:**

- 6.1 The Premises are in good condition,  except as noted in an addendum. [See ft Form 250]
- 6.2 Tenant will keep the Premises and its improvements in good order, condition and repair, including all fixtures related to plumbing, HVAC components, electrical, lighting, and  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- a.  See attached maintenance modification addendum. [See ft Form 552-6]
- 6.3 Except as stated in Section 6.2, Landlord will maintain in good order, condition and repair the structures and common area components and equipment within the Project which exist on the commencement of this lease agreement, including but not limited to existing HVAC, plumbing and sewers, electrical systems, structural foundations, exterior walls, store front, plate glass in exterior walls, roof, government-mandated retrofitting, parking areas, lawns and shrubbery, sidewalks, driveways/right of ways, and  \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. USE OF THE PREMISES:**

- 7.1 The Tenant's use of the Premises will be \_\_\_\_\_  
\_\_\_\_\_
- 7.2 No other use of the Premises is permitted.
  - a. Tenant may not conduct any activity which increases Landlord's insurance premiums.
- 7.3 Tenant will not use the Premises for any unlawful purpose, violate any government ordinance or building and tenant association rules, or create any nuisance.
- 7.4 Tenant will not destroy, damage, or remove any part of the Premises or equipment, or commit waste, or permit any person to do so.
- 7.5 Tenant will deliver the Premises, including tenant improvements as noted in Section 11.3 and all keys to the Premises, on expiration of the lease in as good a condition as when Tenant took possession, except for reasonable wear and tear.
- 7.6 Landlord warrants that the Premises comply with building codes, regulations and zoning that were in effect at the time each improvement, or portion thereof, was constructed. Said warranty does not apply to Tenant's intended use of the Premises, modifications which may be required by the Americans with Disabilities Act (ADA) or any similar laws as a result of Tenant's use.
- 7.7 Tenant is responsible for determining whether the building codes, zoning and regulations are appropriate for Tenant's intended use.
- 7.8 If the Premises do not comply with these warranties, Tenant is to give Landlord written notice specifying the nature and extent of such non-compliance, and Landlord is to promptly correct the non-compliance at Landlord's expense. If Tenant does not give Landlord written notice of the non-compliance with this warranty within 6 months following the commencement date, Tenant, at Tenant's expense, will correct the non-compliance.
- 7.9 The Premises  has,  has not, been inspected by a Certified Access Specialist (CASp).
  - a. If inspected, the Premises  has,  has not, been determined to meet all applicable standards under Calif. Civil Code §1938 and §55.53.

**8. APPURTENANCES:**

- 8.1 Tenant has the right to use Landlord's access of ingress and egress.
- 8.2 Tenant has the use of \_\_\_\_\_ parking spaces for the running of its business.

**9. ASSIGNMENT, SUBLETTING AND ENCUMBRANCE: [Check only one]**

- 9.1  Tenant may not assign this lease or sublet any part of the Premises, or further encumber the leasehold.
- 9.2  Tenant may not transfer any interest in the Premises without the prior consent of Landlord.
  - a.  Consent may not be unreasonably withheld.
  - b.  Consent is subject to the attached alienation provisions. [See ft Form 552-7]

BA 4.7

**10. SIGNS AND ADVERTISING:**

- 10.1 Tenant will not construct any sign or other advertising on the Premises without the prior consent of Landlord.
- 10.2  Landlord will maintain a directory in the lobby of the Premises displaying the name and suite number of Tenant. Landlord has the right to determine the size, shape, color, style and lettering of the directory.
- 10.3  Landlord will provide a sign to be placed on the primary door to Tenant's suite. The fees for the cost and installation will be paid by Tenant.

**11. TENANT IMPROVEMENTS/ALTERATIONS:**

- 11.1 Tenant may not alter or improve the Premises without Landlord's prior consent to include tenant improvements necessary for Tenant to occupy.
  - a. Tenant will keep the Premises free of all claims for any improvements and will timely notify Landlord to permit posting of Notices of Nonresponsibility.
- 11.2 Any increases in Landlord's property taxes caused by improvements made by Tenant will become additional rent due on demand.
- 11.3 On expiration of this lease, tenant improvements as authorized by Landlord are to:
  - a.  become fixtures and part of the Premises not to be removed by Tenant.
  - b.  be removed by Tenant in their entirety.
  - c.  be partially removed by Tenant as follows: \_\_\_\_\_

**12. RIGHT TO ENTER:**

- 12.1 Tenant agrees to make the Premises available on 24 hours' notice for entry by Landlord for necessary repairs, alterations, or inspections of the Premises.

**13. LIABILITY INSURANCE:**

- 13.1 Tenant will obtain and maintain commercial general liability and plate glass insurance coverage insuring Tenant and Landlord against all claims for bodily injury, personal injury and property damage arising out of Tenant's use of the Premises.
- 13.2 Tenant to obtain insurance for this purpose in the minimum amount of \$\_\_\_\_\_.
- 13.3 Tenant to provide Landlord with a Certificate of Insurance naming Landlord as an additional insured. The Certificate is to provide for written notice to Landlord if a change or cancellation of the policy occurs.
- 13.4 Each party waives all insurance subrogation rights they may have.

**14. FIRE INSURANCE:**

- 14.1 Tenant will obtain and maintain a standard fire insurance policy with extended coverage for theft and vandalism for 100% of the replacement value of all Tenant's personal property and the restoration of tenant improvements.

**15. HOLD HARMLESS:**

- 15.1 Tenant will hold Landlord harmless for all claims, damages or liability arising out of the Premises caused by Tenant or its employees or patrons.

**16. DESTRUCTION:**

- 16.1 In the event the Premises are totally or partially destroyed, Tenant agrees to repair the Premises if the destruction is caused by Tenant or covered by Tenant's insurance.
- 16.2 Landlord will repair the Premises if the cause is not covered by Tenant's insurance policy and is covered by Landlord's insurance policy.
- 16.3 This lease agreement may not be terminated due to any destruction of the Premises, unless:
  - a. the repairs cannot be completed within 30 days;
  - b. the cost of restoration exceeds 70% of the replacement value of the Premises;
  - c. the insurance proceeds are insufficient to cover the actual cost of the repairs; or
  - d. the Premises may not be occupied by law.

**17. SUBORDINATION:**

- 17.1 Tenant agrees to subordinate the leasehold estate to any new financing secured by the Premises which does not exceed 80% loan-to-value ratio, and interest of 2% over market, and not less than a 15-year monthly amortization and 5-year due date.

**18. TENANT ESTOPPEL CERTIFICATES:**

- 18.1 Within 10 days after notice, Tenant will execute a Tenant Estoppel Certificate verifying the existing terms of the lease agreement to be provided to prospective buyers or lenders. [See ft Form 598]
- 18.2 Failure by Tenant to deliver the Certificate to Landlord will be conclusive evidence the information contained in the Certificate is correct.

**19. EMINENT DOMAIN:**

- 19.1 In the event a portion or all of the Premises is condemned for public use, Landlord may terminate the lease and Tenant's possession. If the lease is not terminated, Tenant will receive a rent abatement for the actual reduction (if any) in the value of the leasehold interest held by Tenant.

19.2 Tenant waives the right to any compensation awarded from the condemning authority for the whole or partial taking of the Premises.

19.3 Tenant to be compensated by the condemning authority only for the tenant improvements paid for by Tenant.

**20. WAIVER:**

20.1 Waiver of a breach of any provision in this lease agreement does not constitute a waiver of any subsequent breach.

20.2 Landlord's receipt of rent with knowledge of Tenant's breach does not waive Landlord's right to enforce the breach.

**21. DEFAULT REMEDIES:**

21.1 If Tenant breaches any provision of this lease agreement, Landlord may exercise its rights, including the right to collect future rental losses after forfeiture of possession.

**22. BROKERAGE FEES:**

22.1  Landlord and Tenant to pay Broker fees per the attached Schedule of Leasing Agent's Fee. [See ft Form 113]

**23. MISCELLANEOUS:**

23.1  See attached addendum for additional terms. [See ft Form 250]

23.2 In any action to enforce this lease agreement, the prevailing party is entitled to receive attorney fees.

23.3 This lease agreement is binding on all heirs, assigns and successors except as provided in Section 9.

23.4 This lease agreement is to be enforced under California law.

23.5 This lease agreement reflects the entire agreement between the parties.

23.6  This lease agreement is secured by a trust deed. [See ft Form 451]

23.7  The performance of this lease agreement is assured by a Guarantee Agreement. [See ft Form 553-1]

23.8 If lease exceeds one year, Tenant and Landlord acknowledge receipt of the Agency Law Disclosure. [See ft Form 305]

24. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I agree to let on the terms stated above.**

See Signature Page Addendum. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

Signature: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent's CalBRE License #: \_\_\_\_\_

Is the agent of:  Landlord exclusively.  
 Both Landlord and Tenant.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I agree to occupy on the terms stated above.**

See Signature Page Addendum. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent's CalBRE License #: \_\_\_\_\_

Is the agent of:  Tenant exclusively.  
 Both Landlord and Tenant

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

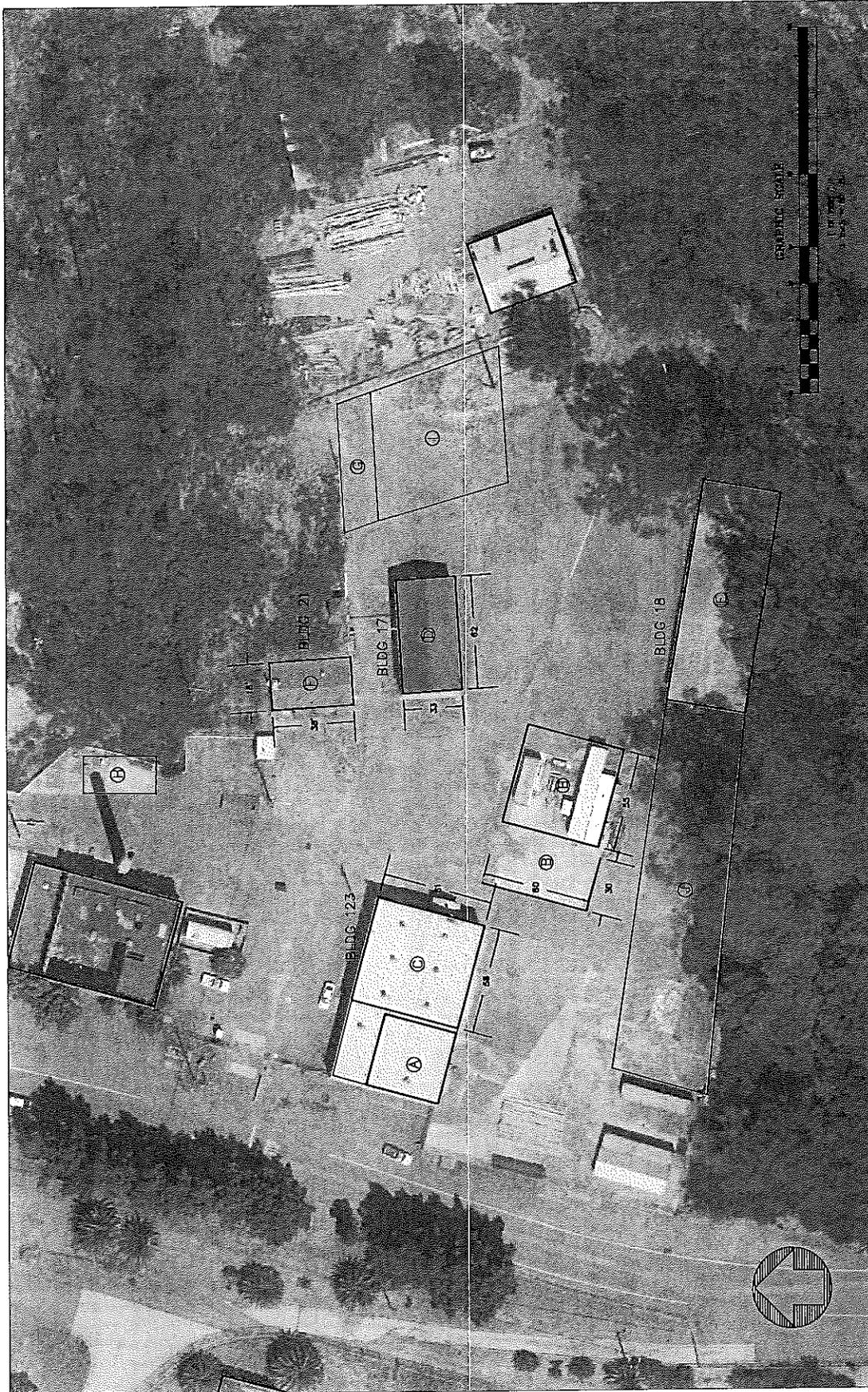
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BAF-11

Nemacode Holdings Pt Moiate Space Measurements									
Existing License Agreement									
Space	Exhibit Name/Space Designation	Description	Measurements	S/F	Rate/Mo	Monthly Rent	Notes		
Building 123 1 of 2	Attachment 1 "A"	Old electrical shop; indoor space	58 X 61'	1,488	\$0.10	\$148.80			
Building 123 2 of 2	Attachment 1 "C"	Old carpentry shop; indoor space	58 X 61'	3,538	\$0.10	\$353.80			
Pavement Area/Environ 123 B (1 of 2)	Attachment 1 "G"	Paved area with containers and trailer truck	55 X 60'	3,300	\$0.05	\$165.00			
Concrete Apron/Environ 123 B (2 of 2)	Attachment 1 "B"	Concrete apron in front of paved area with containers and trailer truck	60 X 30'	1,800	\$0.05	\$90.00			
Building 17	Attachment 1 "D"	Barn-like building up the hill from Bldg 123	62 X 33'	2,046	\$0.10	\$204.60			
						\$562.20			
Proposed/Expanded License Agreement									
Pavement Area H	Attachment 1 "H"	Paved area adjacent to old power plant	53 X 25'	1,325	\$0.05	\$66.25			
Building 21	Attachment 1 "F"	Small quonset hut adjacent to Bldg 17	38 X 18'	684	\$0.10	\$68.40			
Pavement Area G	Attachment 1 "G"	Paved area up hill from Bldg 17	20 X 80'	1,600	\$0.05	\$80.00			
Pavement Area I	Attachment 1 "I"	Paved area up hill from Bldg 18	45 X 87'	3,915	\$0.05	\$195.75			
Open-air Garage Area	Attachment 1 "E"	Partially fenced-in sheltered garage area	140 X 40'	5,600	\$0.05	\$280.00			
Pavement Area J	Attachment 1 "J"	Paved area downhill from Open-air Garage Area	90 X 55'	4,950	\$0.05	\$247.50			
Winhaven Bay 4	Attachment 2 "K"	Indoor area of Winhaven	122 X 180'	21,687	\$0.10	\$2,168.70	Less elevator shaft; measures 21 X 13, or 273 s/f		
Winhaven Bay 5 Mezzanine	Attachment 2 "M"	Mezzanine area above Winhaven Bay 4	122 X 37'	4,514	\$0.05	\$225.70	Needs to be added to exhibit		
Viewing shack at end of pier	Attachment 2 "I"	Small shack at end of pier	37 X 8'	296	\$0.10	\$29.60			
						\$3,361.90			



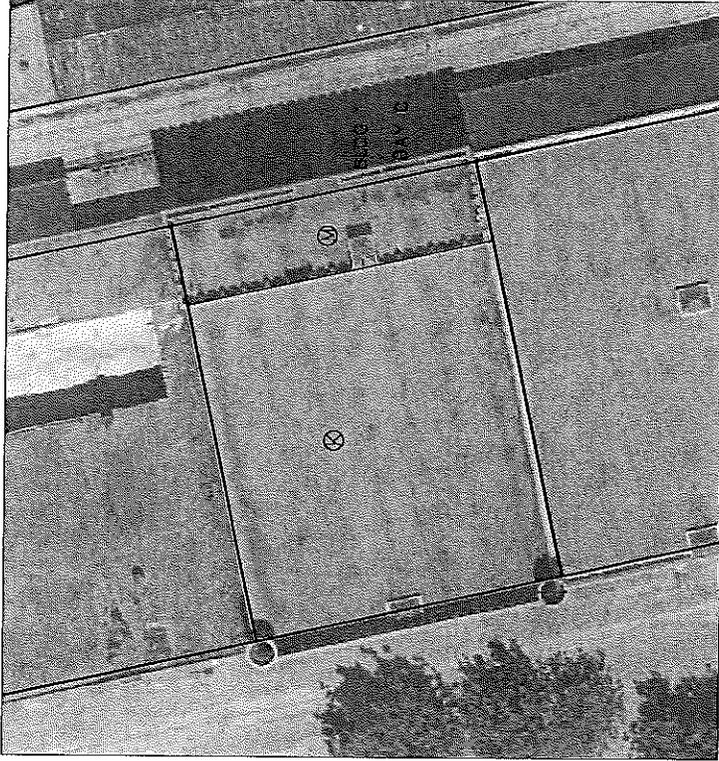
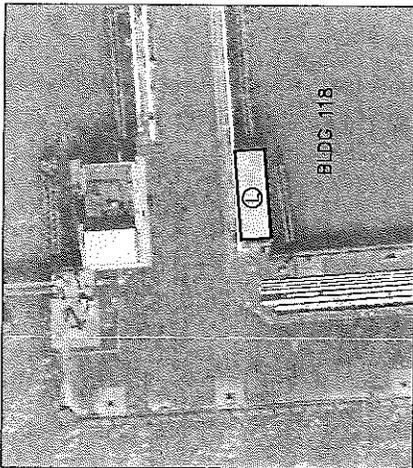


E:	5,600	SF
G:	1,600	SF
H:	1,325	SF
I:	3,915	SF
J:	4,950	SF
	<u>17,390</u>	SF
	x .05 =	
	\$869.50	/MO

F:	684	SF
	<u>684</u>	SF
	x .10 =	
	\$68.40	/MO

- A: LICENSE AREA
- B: LICENSE AREA
- C: LICENSE AREA
- D: LICENSE AREA

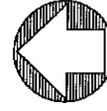
2100 STENMARK  
(WESTERN) DRIVE



K: 21,687 SF  
 L: 296 SF

M: 21,983 SF  
 x .10 =  
 \$2,198.30/MO

M: 4,514 SF  
 x .05 =  
 \$225.70/MO



ATTACHMENT 2

ADDITIONAL  
 LICENSE AREA  
 68.40  
 869.50  
 2,198.30  
225.70  
 \$3,361.90

2100 STENMARK  
 (WESTERN) DRIVE

EA 4.14

## AMENDED AND RESTATED LICENSE AGREEMENT

This Amended and Restated License Agreement ("Agreement") is entered into as of ~~December~~<sup>October</sup>, 2016 by and between the CITY OF RICHMOND, a California municipal corporation and charter city ("Licensor"), and NEMATODE HOLDINGS, LLC, a California limited liability company ("Licensee"), with reference to the following facts:

### RECITALS

A. Licensor owns certain real property located in the City of Richmond, California commonly known as the former Naval Fuel Depot Pt. Molate, including the facilities and buildings located thereon and as more particularly shown in Exhibit A (the "Property"). The Property includes the buildings (shown as E.F.K. L in blue) and laydown areas (shown as G.H.I.J in green) on Exhibit A (the "License Area").

B. Licensee is presently entering upon, occupying and using certain portions the License Area for storage.

C. Licensor and Licensee desire to formalize the terms and conditions of Licensee's entry, use, and occupation of the License Area through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

### AGREEMENT

1. Recitals. The defined terms of the foregoing Recitals are a substantive part of this Agreement.

2. License. In consideration of Licensee's covenants contained herein, Licensor hereby grants to Licensee a non-exclusive license to access, occupy, and use the License Area during the Term (defined below) of this Agreement, for the limited purpose of storage. This license is non-exclusive, and Licensor retains the right to access the License Area and to use the License Area for any purpose that is not inconsistent with the license granted herein.

3. Term.

3.1 The term ("Term") of this Agreement begins on the date hereof and ends on the date which is three (3) years thereafter (the "Expiration Date"), unless earlier terminated as provided herein.

3.2 Licensee shall have the right to extend the Term of this Agreement for two (2) additional one (1) year periods commencing when the Term or the first extended Term expires upon prior written notice ("Licensee's Election Notice") to Licensor given not later than one hundred and eighty (180) days prior to the expiration of the Term or the first extended Term, if any; provided, however, Licensor shall not be obligated to extend this Agreement if Licensor has provided written notice of its election to use and occupy the License Area to Licensee's

exclusion ("City Use Notice"), which notice shall be given at least thirty (30) days prior to the expiration of Term or the first extended Term, if any. Alternatively, Licensor in its sole and absolute discretion may limit Licensee's right to extend this Agreement on a month-to-month basis, which determination shall be stated in the City's Use Notice. During each extended Term, the provisions of this Agreement, as it may be amended in writing prior to the date of the commencement of such extended Term, shall continue in effect except that Licensee shall occupy the License Area in its then "AS-IS" condition and shall make payments as provided in Section 5.2. Notwithstanding the foregoing, Licensee shall not be permitted to extend the term of this Agreement beyond ~~December~~ October 31, 2021.

4. Use.

4.1 Licensee's use of the License Area (i) is limited to storage of non-Hazardous Materials (defined below), and (ii) must be in compliance with all Rules and Regulations (as defined in Section 16). Licensee shall not use the License Area for any purpose not expressly permitted herein.

4.2 Prior to Licensee's use of the License Area, Licensee shall perform any and all alterations, additions and improvements in or to the License Area required by the City of Richmond and/or any other governmental authorities to make the License Area compliant in all respect with all laws, ordinances, rules, regulations and orders (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the License Area now in effect or that may hereafter come into effect including, but not limited to the Americans with Disabilities Act, 42 U.S.C. §§ 1201 et seq. (the "Improvements"). The Improvements shall include the Scope of Work set forth in Exhibit B. Consent to the Improvements is conditioned upon: (i) Licensee's acquiring all applicable permits required by governmental authorities; (ii) Licensee's furnishing to Licensor copies of such permits, together with copies of the approved plans and specifications, prior to commencement of the work thereon; and (iii) Licensee's compliance with the conditions of all applicable permits and approvals in a prompt and expeditious manner. The Improvements shall be constructed diligently, in a good and workmanlike manner with new, good and sufficient materials and by no later than the date set forth for each work item in the Schedule attached as Exhibit C. Once the Improvements have been completed, Licensee shall notify Licensor promptly indicating that the condition precedent set forth in this Section 4.2 has been satisfied.

5. Payments.

5.1 In consideration for this Agreement, Licensee shall pay Licensor the sum of ~~Three Thousand Three Hundred and Eighty-One Dollars and Ninety Cents~~ (\$3,381.90) per month, calculated based on the payment of \$0.10 per square foot for building space and \$0.05 per square foot for laydown space (the "Base Rent").

5.2 Base Rent shall be increased annually (the "CPI Increase") equal to the sum of (i) the Base Rent for the immediately preceding year, plus (ii) the product obtained by multiplying such amount by the percentage increase in the Consumer Price Index measured from the measuring month which is two months preceding the year in question to the measuring month fourteen months preceding the commencement of the year in question; provided,

however, that in no event shall the annual CPI Increase be less than three percent (3%) nor more than five percent (5%) of Base Rent for the immediately preceding year. As used herein, the term "Consumer Price Index" ("Consumer Price Index") shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-San Jose, California (1982-84 equals 100), or the successor of such index. Licensee shall continue paying the current Base Rent until the increased Base Rent has been calculated by Licensor. Licensor shall give notice to Licensee of the amount of the new Base Rent, including Licensor's calculation of the new Base Rent in accordance with this Section 5.2, not later than sixty (60) days after the commencement of new year. The adjusted Base Rent shall be due and payable effective as of the commencement of the year in question and Licensee shall, upon the giving of such notice, pay Licensor any shortage in Base Rent accruing between the commencement of the year in question and the date of the notice.

5.3 In addition to the Base Rent, Licensee shall pay to Licensor fifty percent (50%) of all gross net revenues (the "Sub-License Payment") that are generated by Licensee in sublicensing all or any portions of the License Area to sub-licensees (each a "Sub-Licensee") as provided in Section 11.2. The Sub-License Payment shall be remitted to Licensor on a monthly basis and be accompanied by a written accounting, based on accurate records and in a form satisfactory to Licensor, of all payments received by or required to be paid to Licensee from Sub-Licensees and directly attributable expenses. Failure by Licensee to receive payment from any Sub-Licensee shall not excuse Licensee's obligation to make the Sub-License Payment to Licensor.

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5.4 Licensee's obligation to make Sub-License Payments shall commence only after Licensee has recovered Licensee's costs and expenses set forth and identified in Exhibit DC, Licensee's Cost Spreadsheet (the "Recoverable Costs"). Licensee shall report monthly (each a "Monthly Report") on all revenue received from Sub-Licensees until such time as Licensee has recovered the Recoverable Costs. Each Monthly Report shall be accompanied by an accounting, based on accurate records and in a form satisfactory to Licensor, of all payments received by or required to be paid to Licensee from Sub-Licensees and shall detail the amount of Recoverable Costs remaining to be recovered by Licensee.

## 6. Maintenance, Alterations and Restoration.

6.1 Licensee acknowledges that use of the Property for ingress and egress to the License Area and License Area is being granted in its current "AS-IS" condition, and Licensor has no obligation to Licensee to make any improvements, repairs, or alterations thereto. Licensor hereby expressly disclaims any and all warranties or representations regarding the Property or License Area, the physical condition thereof or the compliance thereof with any applicable laws, rules or regulations, whether such warranties or representations were written or oral, or expressed or implied, and whether the same were made by an officer, director or employee of Licensor or any other agent of Licensor.

6.2 Subject to Section 19 below, Licensee shall promptly repair any damage to the Property or License Area caused by Licensee or its employees, agents, contractors, invitees, or licensees (collectively "Licensee's Agents").

6.3 Other than the Improvements set forth in Section 4.2, Licensee shall not make any alterations, modifications, or improvements to the License Area (collectively "Alterations") without Licensor's prior written consent. Upon completion, the Improvements and any Alterations become part of the License Area and the property of Licensor.

6.4 Upon the termination of this Agreement, except as set forth in Section 6.3 above and Sections 19 and 20 below, Licensee shall restore the License Area to the condition that existed prior to Licensee's use.

7. Indemnity and Exoneration.

7.1 Except to the extent caused by the sole active negligence or willful misconduct of Licensor, Licensor and Licensor's representatives shall not be liable for any loss, injury or damage to person or property of Licensee, Licensee's Agents or any other person, whether caused by theft, fire, act of God, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or that may arise through repair, alteration or maintenance of any part of the Property or License Area or failure to make any such repair or from any other cause whatsoever.

7.2 Except to the extent caused by the sole active negligence or willful misconduct of Licensor, its agents, contractors or employees, Licensee shall indemnify, protect, defend and hold Licensor and its representatives, harmless of and from any and all claims, liability, costs, penalties, fines, damages, injury, judgments, forfeiture, losses (including without limitation diminution in the value of the Property and License Area) or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) arising out of or in any way related to or resulting directly or indirectly from (i) the use or occupancy of the License Area, (ii) the activities of Licensee or Licensee's Agents in or about the Property or License Area, (iii) any failure to comply with any applicable law, and (iv) any default or breach by Licensee in the performance of any obligation of Licensee under this Agreement.

7.3 Licensee shall indemnify, protect, defend and hold Licensor and its representatives, harmless of and from any and all claims, liability, costs, penalties, fines, damages, injury, judgments, forfeiture, losses (including without limitation diminution in the value of the Property and the License Area) or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) arising out of or in any way related to or resulting directly or indirectly from work or labor performed, materials or supplies furnished to or at the request of Licensee or in connection with obligations incurred by or performance of any work done for the account of Licensee in the License Area.

7.4 The provisions of this Section 7 shall survive the expiration or sooner termination of this Agreement.

8. Insurance. Licensee, at its own cost and expense, shall provide and maintain insurance coverage as required in Exhibit ~~D~~E, City of Richmond Insurance Requirements for Lessees.

9. Lien Free Condition. Licensee shall not cause or permit any liens to be placed on the Property or License Area as a result of Licensee's exercise of rights under this Agreement. In the event of the filing of any such lien, Licensee shall promptly cause such lien to be removed. Licensee shall indemnify and hold harmless Licensor, the Property and the License Area from and against any and all liens, claims, and expenses related to work done, labor performed, activities undertaken or materials furnished in connection with Licensee's entry on the Property or License Area in accordance with this Agreement.

10. Termination.

10.1 If Licensee fails to perform its obligations hereunder, and such failure persists for more than thirty (30) days after written notice from Licensor of such failure, or such shorter period as may be allowed for compliance with applicable laws, then Licensor may terminate this Agreement and may also exercise any remedies available under applicable laws.

10.2 If at any time during the Term, Licensee's continued use of the License Area would violate any applicable laws, then Licensor may terminate this Agreement upon 30-days' written notice to Licensee.

10.3 Notwithstanding anything in Sections 10.1 or 10.2 to the contrary, Licensor may terminate this Agreement upon ninety (90) days' written notice to Licensee for any reason whatsoever at Licensor's sole and absolute discretion.

11. Assignment and Sublicense.

11.1 Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of Licensor, which consent shall be in Licensor's sole and absolute discretion. Licensor may assign this Agreement pursuant to any sale or other legal transfer of Licensor's interest in the License Area.

11.2 Licensee shall have the right to sublicense all or any portion of the License Area with Licensor's prior written consent, not to be unreasonably withheld, delayed or conditioned. Consent to any sublicense shall be conditioned on the Sub-Licensee agreeing to the terms and conditions of this Agreement and entering into a sublicense agreement in the form approved by Licensor.

12. Hazardous Materials.

12.1 Licensee shall keep and maintain the License Area in compliance with, and shall not cause or permit the Property or License Area to be in violation of any federal, State or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property or License Area, including, but not limited to, soil and ground water conditions. Licensee shall not use, generate, load, handle, remove, manufacture, store or dispose of on, under, or about the Property or License Area, or transport to or from the Property or License Area, contaminated water, soil, bunkers, chipped or removed paint, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under

any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").

12.2 Licensee shall immediately advise Licensor in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Licensee, the Property or the License Area, pursuant to any applicable federal, State or local laws, ordinances, or regulations relating to any Hazardous Materials ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Licensee, the Property or the License Area, relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Licensee's discovery of any occurrence or condition on any real properties adjoining or in the vicinity of the Property or the License Area, that could cause the Property or License Area or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 *et seq.* or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property or the License Area under any Hazardous Materials Law.

12.3 Licensor has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims. Licensee shall indemnify and hold harmless Licensor and its council members, board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property or the License Area, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and License Area, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by Licensor in connection with clauses (i) and (ii), including but not limited to reasonable attorney's fees. This obligation to indemnify shall survive the termination of this Agreement.

13. Signs. No signs or placards of an advertising or promotional nature shall be painted, inscribed or placed in, on or about the Property or License Area without the prior written consent of Licensor at Licensor's sole and absolute discretion. Licensee agrees to remove promptly and to the satisfaction of Licensor, at the cost and expense of Licensee, upon the termination of this Agreement, any and all signs and placards placed by it upon the Property or License Area pursuant to this Section.

14. Security and Utilities. Licensee acknowledges that Licensor does not provide security services or utilities for the Property or License Area. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, demands, losses, costs, liabilities and damages arising out of Licensee's failure to procure adequate security or utilities in connection with Licensee's use of the License Area, to the fullest extent provided in Section 7. If security services are procured or utilities are consumed by Licensee, Licensee shall pay the cost of such security services and utility consumption.

15. Taxes. Licensee shall pay all taxes which may be levied, imposed or assessed upon or against the License Area, or any possessory interest right which Licensee may have in or to the License Area by reason of its use or occupancy thereof, and upon or against the structures, personal property and Improvements located thereon. Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee agrees to pay all taxes, assessments, and charges on goods, merchandise, appliances, equipment and property owned by it in or about the License Area.

16. Compliance with Law. Licensee shall cause all work performed and activities undertaken in connection with this Agreement, including the Improvements and any Alterations to be performed and undertaken in compliance with all applicable federal, State and local laws, statutes and ordinances, and all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction (collectively, the "Rules and Regulations"). Compliance under this provision includes compliance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.), the Americans with Disabilities Act (42 U.S.C. §§ 1201 et seq.) and all provisions of the Municipal Code of the City of Richmond, including Chapters 2.28, 2.39, 2.50, 2.52, 2.56, and 2.60, if applicable, which are herein incorporated by reference. All work performed and activities undertaken shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, whether discretionary or ministerial, and Licensee shall be responsible to Licensor for the procurement and maintenance thereof, as may be required of Licensee and Licensee's Agents using the Property or License Area. Licensee shall require all Licensee's Agents to obey and observe all terms of this Agreement and all Rules and Regulations. Licensee shall be responsible for paying for fines or charges which may be levied by any governmental bodies, agencies, authorities or courts for violations of Rules and Regulations.

17. Waivers. Any waiver by Licensor of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by Licensor to take action on any breach or default of Licensee or to pursue any remedy allowed under this Agreement or applicable law. Consent by Licensor to any act or omission by Licensee shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Licensor's written consent to future waivers.

18. Default. If Licensee defaults in the performance of any of the covenants, conditions or agreements contained in this Agreement, then Licensee shall be deemed to have breached the Agreement. Upon the occurrence of a default, Licensor shall have, in addition to all other remedies at law or equity, the right to terminate this Agreement as provided herein and to seek monetary damages and/or equitable relief.

19. Casualty. If the Improvements or any Alterations are materially (i.e., 10% or more) damaged or destroyed, either party may terminate this Agreement effective as of the date of notice to the other of such termination.

20. Condemnation. If any material part of the Improvements or any Alterations (i.e., 10% or more) are taken for any public or quasi-public purpose pursuant to any power of eminent



The foregoing addresses may be changed from time to time by written notice. Notices will be deemed received upon the earlier of actual receipt or upon signed acceptance from an overnight courier or if sent by facsimile on the same day thereof upon confirmation of receipt.

26. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement between the parties to this Agreement pertaining to Licensee's use of the License Area, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. Any agreement made after the date of this Agreement is ineffective to modify, waive, release, terminate, or effect an abandonment of this Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Agreement, and specifically states that that agreement modifies this Agreement.

27. Attorneys' Fees. In the event any dispute between the parties arising out of or in connection with this Agreement should result in litigation, the prevailing party must be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees.

28. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not to be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

29. Casp. Licensor hereby informs Licensee that the Property and License Area has not undergone an inspection by a Certified Access Specialist, as referenced in California Civil Code Section 1938.

*Remainder of page intentionally left blank.*

*Signatures on following page.*

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein.

LICENSOR

CITY OF RICHMOND, a California municipal corporation and charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

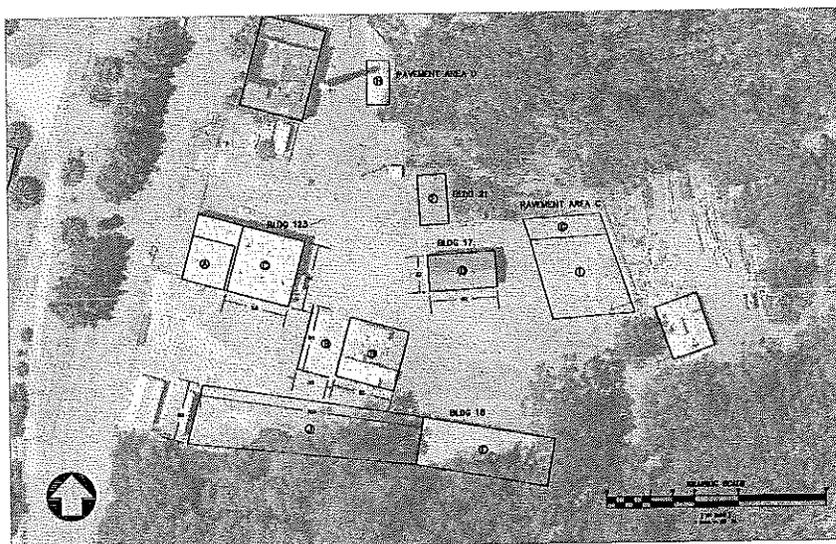
LICENSEE

NEMATODE HOLDINGS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

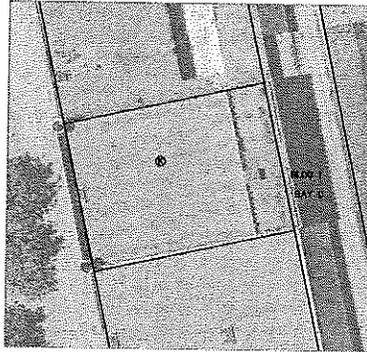
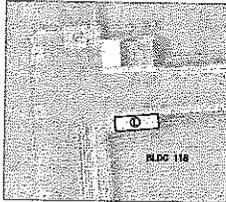
Map of the Property and License Area.



2100 STENMARK  
(WESTERN) DRIVE

A: LICENSE AREA	E: 3,800 SF	G: 1,400 SF	I: 5,300 SF
B: LICENSE AREA	F: 903 SF	H: 800 SF	J: 10,000 SF
C: LICENSE AREA			
D: LICENSE AREA	4,703 SF	2,200 SF	15,300 SF
	x .10 =	x .05 =	x .05 =
	\$470.30/MO	\$110/MO	\$765/MO

ATTACHMENT 1



2100 STENMARK  
(WESTERN) DRIVE

K: 20,000 SF  
L: 366 SF  
20,366 SF  
x .10 =  
**\$2,036.60/MO**

ADDITIONAL  
LICENSE AREA  
470.30  
110.00  
765.00  
2,036.60  
**\$3,381.90**

ATTACHMENT 2

EXHIBIT B

Scope of Work of the Improvements

<u>Proposed space user</u>	<u>Proposed Space</u>	<u>Proposed Use</u>
<u>Eron Ersch</u>	<u>Laydown (pavement) space downhill from open garage area</u>	<u>Passive storage</u>
<u>Chip Harley</u>	<u>Ditto</u>	<u>Ditto</u>
<u>Ralph Hothckiss</u>	<u>Area next to Bay Crossings 55' foot container: note located within existing agreement area</u>	<u>Ditto</u>
<u>Steve Kowalski</u>	<u>Small Quonset building alongside Bldg 17</u>	<u>Ditto (art materials for his Pt Richmond shop)</u>
<u>Art Martin</u>	<u>Bay in garage area</u>	<u>Passive storage</u>
<u>Vince McMullen</u>	<u>Ditto</u>	<u>Ditto</u>
<u>Doug Monti/Marin Fence</u>	<u>Ditto</u>	<u>Ditto</u>
<u>Brian Pihl</u>	<u>Parking lot area above Bldg 17</u>	<u>Historic fire engine</u>
<u>Greg Proplo/L2 Industries</u>	<u>Winehaven/Bay 3</u>	<u>Passive storage</u>
<u>CJ Yother</u>	<u>Bldg 123</u>	<u>Passive storage</u>

Item	Description	Cost	Remarks
	Clean out Quonset huts		A great deal of items have to be either relocated to the non-profit who left them there or properly disposed of. Also, building needs to be swept, cleaned, bushes obstructing driveway access cut back. 4 days of 2 men (\$1,120), dumping fees of 1,900 (two full dumpsters), gravel to fill in potholes (\$800).
		\$3,900	Complete
	Board up building at end of pier		This building, especially the rickety staircase along the side that wobbles over the open ocean, needs to be boarded up. Recycled wood from clean-out of Quonset Huts
		\$1,200	Complete
	Steel plates to cover holes in asphalt/pier		10-12 holes/depressions have opened up in the asphalt on the pier presenting a danger of someone's leg falling thru, a vehicle's tire ditto. Estimated cost to fabricate steel coverings plus labor to bolt them to asphalt; \$1,500 for steel, 1 skilled contractor for 1 day \$500, 1 laborer \$140
		\$1,400	Complete
	Clean, upgrade 118 into media "Duck Blind"		Estimate 2 laborers for two days (\$280 X 2) plus \$500 in dumping charges
		\$1,060	Complete
	Clean ramp, first bay of Winehaven		Two laborers for two days scarping accumulated dirt from loading dock of Winehaven; sweeping first bay.
		\$560	Complete
	Prepare garage area		A great deal of garbage had to be taken away; savings on dumping charges we were realized by using the regular dumpster instead of calling a box. Two laborers for five days \$280/day.
		\$1,400	Complete
	Replace roof on Bldg 17		The roof on Bldg 17 was in such bad shape I had no choice but to arrange for an emergency replacement; goods were getting damaged by persistent leakage.
		\$4,400	Complete
		\$13,920	

EXHIBIT C

Schedule

None

EXHIBIT D

Cost Spreadsheet

| See Exhibit B

EXHIBIT ED

City of Richmond Insurance Requirements for Lessees



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benefit Exports Insurance Agency Inc. 228 Hamilton Avenue 3rd floor Palo Alto CA 94301	CONTACT NAME Ryan Clarke PHONE (415) 799-5220 FAX (415) 799-5220 EMAIL: ryan@benefitexports.com ADDRESS: ryan@benefitexports.com	INSURER(S) AFFORDING COVERAGE INSURER A: Scotsdale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 41297
INSURED Nematole Holdings, LLC 3026 Fairview Avenue Alameda CA 94501			

COVERAGES      CERTIFICATE NUMBER: CPS2422186      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	ISSUANCE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	CPS2422186	06/24/2016	06/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per employee) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				CUMULATED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DID    RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in HI) If yes describe under DESCRIPTION OF OPERATIONS below	N/A			GEN STATUTE    STATE LIT    LIT ELL EACH ACCIDENT \$ ELL DISEASE - EA EMPLOYEE \$ ELL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Richmond, its officers, officials, employees, agents and volunteers are named additional insured to the general liability insurance pursuant to attached form CG 20 11 04 13.

CERTIFICATE HOLDER The City of Richmond 440 Civic Center Plaza Richmond, CA 94804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ryan Clarke
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8A4.31





# FIRST SECURITY SERVICES

PPO 11167

1801 Oakland Blvd #315  
Walnut Creek, CA 94596  
Office: (925) 295-1260  
Fax: (510) 899-1444

Rich Fratus  
Branch Manager  
(510) 410-9175

Rfratus@firstsecurityservices.com

## Incident Reports:

- All vandalism incidents escalated via Email to Captain Tirona for abatement dispatch

Property	Date	Closed	Created by	Incident Number	Files	Summary	Updated on
Pt. Molate	10/27/2016 18:04	FALSE	Pt. Molate Patrol Officer	IN_472_161027_000	IMG_IN_472_161027_000_1.jpg, IMG_IN_472_161027_000_2.jpg, IMG_IN_472_161027_000_3.jpg, IMG_IN_472_161027_000_4.jpg	Three visitors came and looked in the wine haven area and also the kwanza hut I also seen the city of Richmond stamped on their email waver s so I approved there is additional info below	10/27/2016
Pt. Molate	10/15/2016 17:52	FALSE	Pt. Molate Patrol Officer	IN_472_161015_000	IMG_IN_472_161015_000_1.jpg, IMG_IN_472_161015_000_2.jpg, IMG_IN_472_161015_000_3.jpg, IMG_IN_472_161015_000_4.jpg, IMG_IN_472_161015_000_5.jpg	New graffiti has been marked on wine haven and work equipment in the wine haven area in which you see in the pictures.	10/15/2016
Pt. Molate	10/10/2016 6:04	FALSE	Pt. Molate Patrol Officer	IN_472_161009_003	-- None --	The graffiti on bldg 1 wine haven was reported by phone to me by Gilbert Pete saying it happen between Friday or Saturday first shift.	10/10/2016

## Administrative Action Take:

N/A

## Site Environmental Concerns:

N/A

November 3, 2016

Captain Louie Tirona  
Southern District Commander  
Richmond Police Department  
Richmond, CA, 94806

During the Month of September 2016, First Security Services maintained 128 hours per week of contracted security services. 1500-0700 hours (Mon-Fri), and 24 Hour weekend coverage.

The deployment of security at Point Molate, consist of the following service standards.

1. To monitor activity of the lower portion of the region to include the shoreline and perimeter fencing from a Mobile Position. Security personnel will also monitor all activities within the Point Molate region to include visitors and contractors during our onsite patrol hours.
2. During patrol hours First Security utilizes our FirstWatch patrolling and Incident reporting system. All site location activity tracks the movement of assigned security personnel to ensure that security expectations and contracts requirements are being fulfilled.
3. Document all contractors and visitor entry with prior approval per provided Release, Waiver of Liability and Indemnity agreement.

The reflected information is detail surrounding the security service at the Point Molate site during the month of November, 2016.

**Primary Security Personnel Assigned:**

Patrol Officers: Mussa Mohammed, Arlington Reed and Gilbert Pete  
Supervisors: Alex Treadwell and LaMeisha Reed

First Security Services personnel initiated 1297 security checks within the Designated Point Molate Patrol area during November 2016.

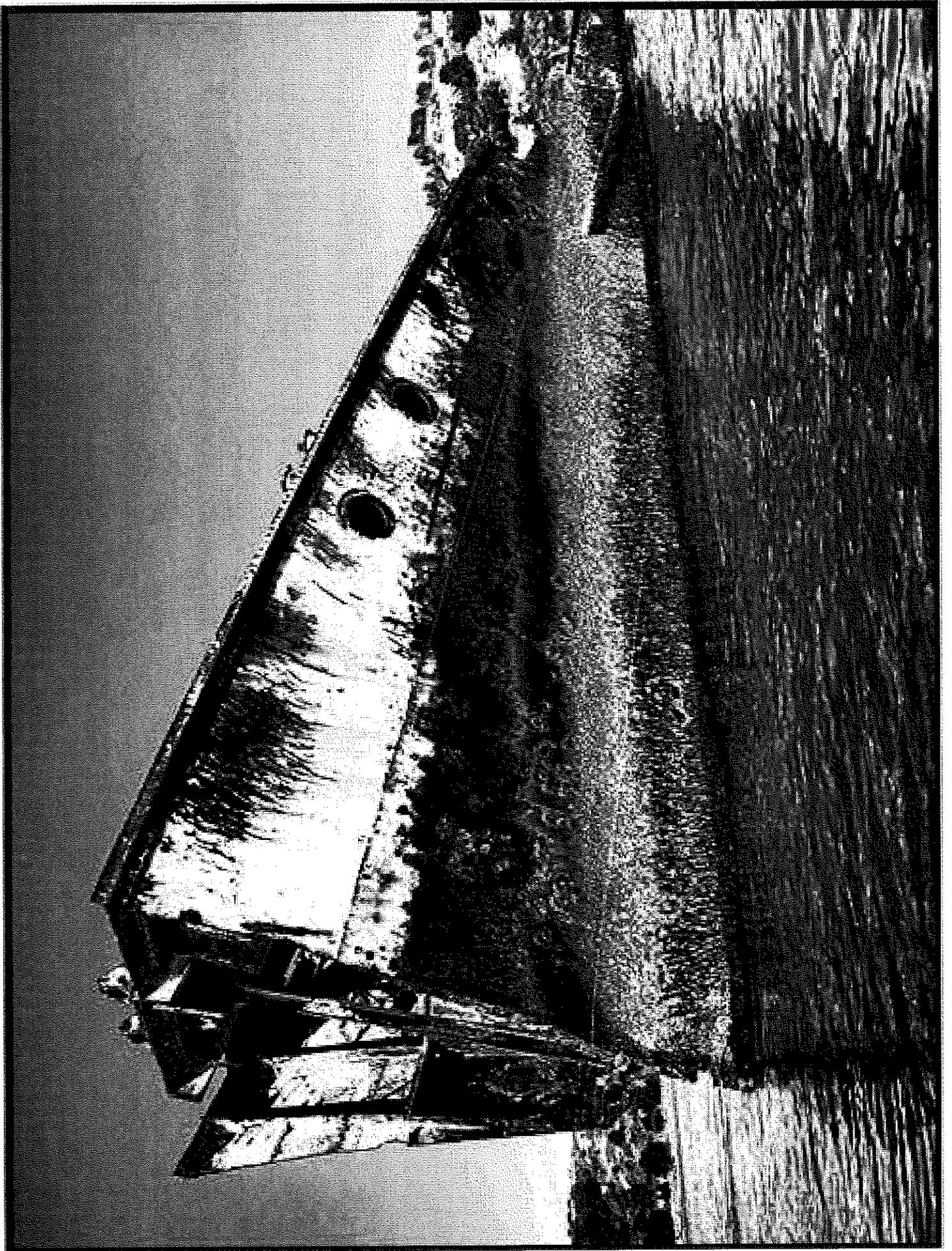
Tag statistics for Pt. Molate.			
Location	Tag	Description	Total
Admin building	042f5cb27e4980	Check area for signs of intrusion or vandalism, be vigilant	118
Building 87: Performing Arts.	0433c8b27e4981	Check area for signs of intrusion or vandalism, be vigilant	107
Cottage	043fd8b27e4981	Check area for signs of intrusion or vandalism, be vigilant	130
Bldg 123	04509bb27e4980	Check area for signs of intrusion or vandalism, be vigilant	277
#5	0479c9b27e4981	#5	53
Winehaven Building 1	047bb4b27e4981	Check area for signs of intrusion or vandalism, be vigilant	237
#6	047ca5b27e4980	#6	53
Building 132	0499ffb27e4980	Check area for signs of intrusion or vandalism, be vigilant	129
Back of housing area	04ddddb27e4980	Check area for signs of intrusion or vandalism, be vigilant. Check for intruders in the houses.	140
Back of housing, pole 11	04e572b27e4980	Check area for signs of intrusion or vandalism, be vigilant	53
<b>Totals:</b>			<b>1297</b>



**FIRST SECURITY SERVICES**

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Branch Manager  
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Stacy Paulos © '16

Castro Point shipwreck, Richmond, Ca

BA-10.1



## Craig Murray

---

**From:** genius@PLAYBACK.NET  
**Sent:** Wednesday, November 09, 2016 5:01 PM  
**To:** Karen Buchanan; Melinda McCrary; mike.friddle@comast.net; Craig Murray  
**Subject:** RE: Shipwrecks next to the Bridge  
**Attachments:** CA-RICH-18-CastroPointShipwreckBW72.jpg

Thank you I cc'ed everyone the photo & my event. It will be on display at Lungamore's Saturday btw 12-5pm in Jack London Square.

Craig Murray@ci.richmond.ca.us gave me this information that lead me to a little history from Mike Friddle. He said:

It was landed there to use as breakwater. Back in the day that's how they did it. Which would make sense. Since there are about 9 buried around the corner at Pt. San Pablo Yacht Harbor. He said it's been there since before the WWII. And use to Breakwater for the Ferrys. He also said old photos might have it in the background around the area from the Ferry and the Rail Road. I included his fyi. incase you want to follow up....

Here's a link to my event. <https://www.facebook.com/events/207882556314720/>

I still would love to know more History. What kind of ship etc. if you have any leads. The name of the ship. Exact year. Thank you so much! PS If you ever want to have a show in your area I'd love to have one. I have so much of Richmond.

>>Friddle Real Estate, Mike Friddle Broker, 421 Central Park Place, Brentwood, CA 94513, Phone: 925-513-1893, email: [mike.friddle@comast.net](mailto:mike.friddle@comast.net).

My contact Stacy Poulos  
510-538-0155  
[PostcardTravelers.com](http://PostcardTravelers.com)

---

----- Original Message -----

Subject: Re: Shipwrecks next to the Bridge  
From: Karen Buchanan <[kgb.sf63@gmail.com](mailto:kgb.sf63@gmail.com)>  
Date: Wed, November 09, 2016 2:45 pm  
To: Melinda McCrary <[melinda@richmondmuseum.org](mailto:melinda@richmondmuseum.org)>  
Cc: "genius@playback.net" <[genius@playback.net](mailto:genius@playback.net)>

No, I'm sorry, I don't. Stacey could contact Chronicle writer Carl Nolte, who's written several newspaper articles about historic shipwrecks inside the Bay and outside the Golden Gate. He's very knowledgeable about the nautical history of the San Francisco Bay Area.

Regards,  
Karen

Sent from my iPhone

On Nov 9, 2016, at 12:59 PM, Melinda McCrary <[melinda@richmondmuseum.org](mailto:melinda@richmondmuseum.org)> wrote:

Hi Karen:

Off the top of your head, do you have any knowledge on the shipwrecks that are next to the Richmond San Rafael Bridge? Stacey Poulis (cc'd here) is a local photographer who would like to know more.

Best,

Melinda

<OutlookEmoji-1473981889416\_New.jpg>

Melinda McCrary, Executive Director

Richmond Museum of History

510-235-7387

PO BOX 1267 Richmond, CA 94802

Visit the Richmond Museum of History at 400 Nevin Ave. Richmond, CA 94801

Please note I am in the office Tuesday - Saturday.

**City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE  
Multi-Purpose Room  
440 Civic Center Plaza**

**PROPOSED MINUTES  
Monday, September 12, 2016, 6:30 PM**

**1. Call to Order**

Chair Charles Duncan called the meeting to order at 6:35 pm.

**2. Roll Call**

Present: Committee Members: Bruce Beyaert, Bruce Brubaker, Paul Carman, Charles Duncan, Joan Garrett, Dorothy Gilbert, Al Guggemos, Jim Hanson, Mark Howe, Katrinka Ruk

Absent: Bob McNeil

Staff Present: Craig K. Murray, Staff Liaison, Development Project Manager II; Mayor Tom Butt, Tim Higare, Director of DIMO; Gayle McLaughlin, City Council Liaison; Alex Knox, City Council Liaison; Shanita Harris, Administrative Aide, DIMO Department

**3. Welcome and Meeting Procedures**

Duncan presented.

**4. Agenda Review and Adoption**

McLaughlin and Higare asked to be moved up on the Agenda after

Beyaert called for motion to adjust agenda items as modified by Chair

**Action:** Committee approved (M/S Beyart/Ruk 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos, Hanson, Howe, Ruk

NOES: None

ABSENT: McNeil

ABSTAIN: None

**5. Announcements Through the Chair**

Beyaert reported. The Bay Area Toll Authority is going out to bid for \$48 million Richmond San Rafael Bridge Improvement Project

**6. Open Forum**

Pam Stello – reports that she has regreffully has not been reappointed to this committee. She spoke about public process and infrastructure

Carol Teltschick – spoke about infrastructure planning of Pt. Molate

Cordell Hindler - presented 20's music.

Jeff Lee – spoke about using work that Mark Howe did as criteria for a RFP

## 7. Presentations, Discussion and Action Items

- a. Discussion: Weekly and monthly remediation progress report out with Terraphase – Tomer Schretrit reported
  1. Monthly Report – June 2016
  2. Monthly Report – July 2016
  3. Monitoring Report UST's – 2Q 2016
  4. Wetland Migration Project Update
- b. Discussion: Status update of the short term leasing program. Lease compliance, improvement activities, lease arrangements – Tim Higaes, Director of DIMO Subleasing is included with redoing of license the use will be for storage only. Tim will generate a report to answer all questions and will attend PMCAC next meeting. He plans to fix all procedures that may not have been followed before he has been in his position as Director of DIMO.
- c. Discussion: Point Molate Development Forecast – Mayor Tom Butt presented a Power Point giving the history of Point Molate. (copy is included in file)

Mayor Butt shared that this is his first time attending a PMCAC meeting. He prefers that the committee does its work without interference. He spoke about who has authority to advise the planning of Point Molate.

Cordell spoke, suggested that a hotel should be included with the land use of Point Molate to generate revenue for the city.

Howe asked about the developer of Point Molate Jim Lavine. Mayor Butt does not believe that Levine will be a part of the development.

Burbaker asked about the infrastructure improvement.

Housing was discussed.

- d. Discussion: City Council Resolution No. 51-16 Modifications – Alex Knox presented a memo in packet – Revisions to PMCAC Enabling Resolution. Knox stated that the Mayor will appoint two new members to PMCAC. Knox suggested reducing the size of PMCAC. Chair suggest that items to be discussed at the next meeting

Duncan called for motion to form a subcommittee to study solutions to present to council on reducing the size of the PMCAC.

Discussion of subcommittee – Garrett/Knox

After discussion by committee, Beyaert called for motion to revise Res. 8-11 to provide reports at least annually, delete clean-up and restoration language used at the beginning of the meeting, and revise language in the Meeting Procedures clarifying that individuals

adding items to the agenda is subject to concurrence by Chair, reducing committee from 19 to 15 members, and revoking prior motion establishing a subcommittee to study solutions.

**Action:** Committee approved (M/S Beyaert/Duncan 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos,  
Hanson, Howe, Ruk  
NOES: None  
ABSENT: McNeil  
ABSTAIN: None

**Action:** Committee approved (M/S Duncan/Beyaert 9-1-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Gilbert, Guggemos, Hanson,  
Garrett, Ruk  
NOES: Howe  
ABSENT: McNeil  
ABSTAIN: None

- e. Action: Election of Chair and Vice Chair – Motion to elect for Chair and for Vice Chair term to expire May 2017

Duncan called for motion to nominate Jim Hanson as Chair.

**Action:** Committee approved (M/S Duncan/Beyaert 9-0-1-1) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos,  
Howe, Ruk  
NOES: None  
ABSENT: McNeil  
ABSTAIN: Hanson

Hanson will consider this position.

Hanson called for motion to nominate Bruce Brubaker ~~Beyaert~~ as Vice Chair

**Action:** Committee approved (M/S Hanson/Howe 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos,  
Hanson, Howe, Ruk  
NOES: None  
ABSENT: McNeil  
ABSTAIN: None

Brubaker ~~Beyaert~~ accepted position.

## 8. Staff Reports

Duncan made motion to extend meeting to 9:20 P.M.

**Action:** Committee approved (M/S Duncan/ Brubaker 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Guggemos,  
Hanson, Howe, Ruk  
NOES: None  
ABSENT: McNeil  
ABSTAIN: None

Project Manager's Staff Report including:

1. Expenditures and balances from the Navy Escrow Fund
2. Expenditures and balance from the General Fund – No report
3. Insurance Reporting filings
4. Lease/Occupation Status for all Pt. Molate users
5. Monthly summary of security incidents
6. Monthly summary of authorized entries
7. Caretaker summary - Enclosed
8. Beach Park – Gilbert reports
9. IR Site 3 Remediation and Abatement Project
10. Other

## 9. Consent Calendar:

- a. APPROVE – PMCAC meeting minutes of July 11, 2016

## 10. PMCAC Report to City Council:

## 11. Future Agenda Items

- a. Public Outreach
- b. Bike Skills Park
- c. Bay Trail/ Pt. San Pablo Peninsula

## 12. City Council Liaison Reports:

- a. Councilmember McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee. The litigation report remains the same as last report and we are waiting for a date for the oral argument. She has an agenda item for the next

Council Meeting to organize three community meetings to involve the public to determine the land use of Pt. Molate. The next step will have the information from the community meetings presented for the Planning Commission's approval and then the PMCAC can discuss a RFP.

Beyart spoke, that there are 12 plans submitted for Point Molate and is not enthused to produce another plan.

- b. PMCAC appointment status

### 13. Chair and Sub-Committee Reports

- a. Clean-Up and Restoration
- b. Parks and Open Space:
- c. Legal: No Report.
- d. Finance: No report.
- e. Chair:
  - 1. Identification of pending schedule conflicts
    - a. No Monday October 10, 2016 PMCAC Meeting due to holiday. PMCAC will meet on Wednesday, October 12, 2016 in the Richmond Room.

### 14. Adjournment of PMCAC regular meeting

Duncan moved to adjourn the meeting at 9:20 p.m., seconded by Brubaker; passed unanimously. Meeting adjourned at 9:18 p.m.

### SCHEDULED MEETINGS

Committee Meeting – Wednesday, October 12, 2016 in the Richmond Room, 450 Civic Center Plaza

78

Minutes respectfully submitted by:

---

Craig K. Murray, PMCAC Staff Liaison



**City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE  
Multi-Purpose Room  
440 Civic Center Plaza**

**PROPOSED MINUTES  
Wednesday, October 12, 2016, 6:30 PM**

**1. Call to Order**

Chair Jim Hanson called the meeting to order at 6:33 pm.

**2. Roll Call**

Present: Committee Members: Bruce Beyaert, Bruce Brubaker, Paul Carman, Charles Duncan, Joan Garrett, Dorothy Gilbert, Jim Hanson, Mark Howe, Bob McNeil, Connie Portero

Absent: Katrinka Ruk  
Staff Present: Craig K. Murray, Staff Liaison, Development Project Manager II; Gayle McLaughlin, City Council Liaison; Shanita Harris, Administrative Aide, DIMO Department

**3. Welcome and Meeting Procedures**

Chair Hanson presented standard procedures.

**4. Agenda Review and Adoption**

Motion to remove the review of the minutes for changes and deletion of consent calendar

**Action:** Committee approved (M/S Brubaker/Duncan 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Hanson, Howe, McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: None

**5. Announcements Through the Chair**

- Introduction of new PMCAC Member Connie Portero
- Jim Hanson formally accepted nomination as Chair
- Hanson reported audio issues to Craig Murry –Murray reported that Bob McNeil agreed to fund a telephonic system and is waiting to hear back from our IT Department for approval
- Garrett apologized for her behavior on September's meeting

**6. Open Forum**

- Cordell Hindler –gave us 3 minutes of music

**7. Presentations, Discussion and Action Items**

- a. Discussion: Weekly and monthly remediation progress report out with Terraphase - Bill Carson, Principal, Terraphase gave monthly report for August 2016 and Wetland Mitigation Project update. Review audio for details.
- b. Discussion: Nichols Consulting Engineers Contract – Craig K. Murray, Development Project Manager II of DIMO  
Motion to recommend to Council to terminate Nichols Consulting Engineers contract immediately

**Action:** Committee approved (M/S Howe/Beyaert 9-1-1-0) to adopt the motion.

AYES: Beyaert, , Carman, Duncan, Garrett, Gilbert, Hanson, Howe, McNeil, Portero

NOES: Brubaker

ABSENT: Ruk

ABSTAIN: None

- Chair recommend Craig Murray authorize Bill to provide a summary of deed restrictions for Pt. Molate on a map
- c. Discussion: Richmond Boathouse, Waterside Program – Daniel McGlynn and Amber Rich, Executive Director
    - A presentation was presented to introduce the Waterside Program to the PMCAC
    - Cordell Hindler complemented the program
  - d. Discussion: Pt Molate Land Use Designation Community Meetings – Director of Building and Planning Richard Mitchell
    - Gayle McLaughlin gave a brief presentation to introduce plan for community meetings

Motion to form a sub-committee to develop the public meeting regarding Pt. Molate

**Action:** Committee approved (M/S Carman/Garrett 8-0-1-2) to adopt the motion.

AYES: Brubaker , Carman, Duncan, Garrett, Gilbert, Hanson, McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: Howe, Beyaert

- Volunteers for the subcommittee are Hanson, Portero, Beyaert and Carman
- e. Discussion: Vegetation Management and Very High Fire Severity Zone – Jim Hanson

Motion to extend meeting to 9:15

**Action:** Committee approved (M/S Hanson/Beyaert 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker , Carman, Duncan, Garrett, Gilbert, Hanson,  
Howe, McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: None

Motion to move items 8, 9, 10, and 13 to next meeting

**Action:** Committee approved (M/S Hanson/Beyaert 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Hanson, Howe,  
McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: None

**8. Staff Reports – Motion passed to move this item to the next meeting**

*Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.*

- a. Project Manager’s Staff Report (10 min.) – including
  - 1. Expenditures and balance from the Navy Escrow Fund
  - 2. Expenditures and balance from the General Fund
  - 3. Insurance Reporting filings
  - 4. Lease/Occupation Status for all Pt Molate users
  - 5. Monthly summary of security incidents
  - 6. Monthly summary of authorized entries
  - 7. Caretaker Summary
  - 8. Beach Park
  - 9. IR Site 3 Remediation and Abatement Project
  - 10. Other –

**9. Consent Calendar: Motion passed to move this item to the next meeting**

*Items on the consent calendar are considered matters requiring little or no discussion and will be acted upon in one motion*

APPROVE – PMCAC meeting minutes of September 12, 2016 – this item has been removed for review and changes.

**10. PMCAC Report to City Council: Motion passed to move this item to the next meeting**

**11. Future Agenda Items**

- a. Project Budget and Calendar Review
- b. Pt. Molate National Historic District
- c. Public Outreach
- d. Bike Skills Park

- e. Bay Trail/Pt San Pablo Peninsula

**12. City Council Liaison Reports:**

- a. Report by Councilmember McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee.
- b. PMCAC appointment status – TBD

**13. Chair and Sub-Committee Reports - Motion passed to move this item to the next meeting**

*Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.*

- a. Clean-Up and Restoration (3 min.)
- b. Parks and Open Space (3 min.)
- c. Legal (3 min.)
- d. Finance (3 min.)
- e. ULI Ad Hoc Committee
- f. Chair (2 min.)
  - 1. Identification of pending schedule conflicts

**14. Adjournment of PMCAC regular meeting**

Hanson moved to adjourn the meeting at 9:03 p.m. seconded by Howe; passed unanimously. Meeting adjourned at 9:03 p.m.

**SCHEDULED MEETINGS**

Committee Meeting - Monday, November 14, 2016, 6:30 pm.

This meeting is held in a building that is accessible to people with disabilities. Persons with disabilities, who require auxiliary aids of services using city facilities, services or programs or would like information of the city's compliance with the American Disabilities Act (ADA) of 1990, contact: Rochelle Monk, City of Richmond (510) 620-6511 (voice).

Minutes respectfully submitted by:

\_\_\_\_\_  
Craig K. Murray, PMCAC Staff Liaison

Pt Molate Monthly Landscaping Report

**Subject:** Pt Molate Monthly Landscaping Report

**From:** Jim Hanson <jhanson@ci.richmond.ca.us>

**Date:** 11/7/2016 3:28 PM

**To:** Craig Murray <Craig\_Murray@ci.richmond.ca.us>

**CC:** Greg Hardesty <greg\_hardesty@ci.richmond.ca.us>, Bruce Beyaert <bruce\_beyaert@ci.richmond.ca.us>

Dorothy Gilbert <dorothy\_gilbert@ci.richmond.ca.us>

Mark Maltagliati <mark\_maltagliati@ci.richmond.ca.us>

Paul Carman

Mark Maltagliati

Craig, Greg-

Thank you for asking. I've been following up on the concerns raised about the expansion of the weeds within 10' of the road edges over the last two months, including the fuel-hazard stinkwort which was nearing maturity.

When I checked the site just prior to the Sept. 10 Pt. Molate Community Advisory Committee meeting, it appeared that vegetation fuel management work had gone instead into mowing annual grasses and clearing the roads in the north watershed instead of removing the road edge stinkwort invasive weeds that were in flower and ready to seed the south watershed. The following week, the stinkwort was mowed - except where dry and dead broom debris had been allowed to accumulate along the roadsides - but the weeds had already gone to seed. We have been bringing this up throughout the year because it is a risk to the City and fire personnel.

We know that mowing around the buildings is also part of this contract, but given the buildup of this road edge invasive and fire fuel weeds, 4 monthly reports submitted over the last 12 months, and the change in company ownership, perhaps it's a good time to take a relook given our citizen's advisory role on Pt. Molate.

For the monthly report, I assume these items are already available from the itemized billings submitted every month. This is the same information that was requested in May and during different times during the year:

- Name of Company
- Name of Representative submitting report, and date of report
- Period of time that report covers and which days were worked by how many personnel
- Specific items accomplished - using simple google map mark up if possible to show what the areas of work are since it can't be discerned from photos only. (A previous supervisor did this and said it was simple. Seems this would also be very helpful to Parks personnel checking on the site to know where to inspect for the monthly billing. Lots of roads out there).
- Amount billed
- Items to be accomplished, goals ahead. reference to any particular or unique work for a certain period of year.
- Reference working with any particular group (such as Pt Molate volunteers) or City Staff.

For the next meeting, would you also include any update of the following required in the City's contract:

Maintenance Schedule - (10-1.02)

Progress Schedule - (10-1.02) assume that's for the year.

I have a baseline spreadsheet of the current site contract specifications met following this year of work. I won't ask you to review and verify it the short time this week, but will ask that this be returned for the December meeting. Will be available to meet up, too.

Thank you, and please let me know if you have any questions.

Jim Hanson, Chairperson  
Pt. Molate Community Advisory Committee

On Fri, Nov 4, 2016 at 11:50 AM, Craig Murray <Craig\_Murray@ci.richmond.ca.us> wrote:

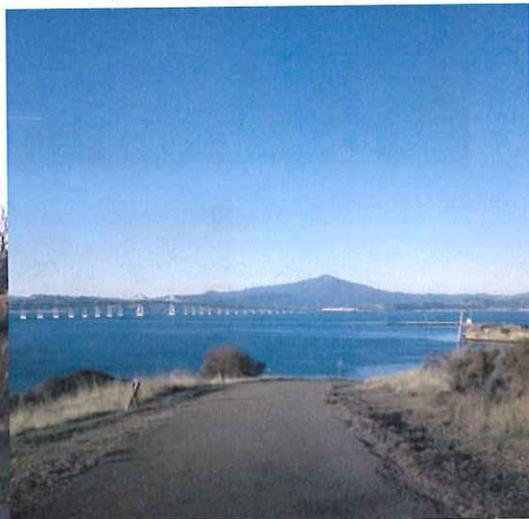




## PMCAC Landscapers Report

*Please see update on landscaping at Point Molate as well as attached pictures of some work done:*

- Abatement done of "C" road from intersection of Range Road to "D" road on 10/6, 10/7, and 10/14





- Abatement done of Range Road between road "F" and road "B" on 10/14, 10/20, and 10/21.



**Minimal abatement done on 10/27 and 10/28 due to rainy weather conditions.**

**Work to be done for Month of November:**

- The vents on USTs 1, 18 and 19 show minor indications of vandalism and are in need of repair. Vents will be looked at to see what repairs are needed.
- Clean up of loose vegetation and sediment near the French drain outlets on tanks: 1, 3, 4, 7, 10, 11, 12, 19, and 20. Accumulated sediment and loose vegetation will be removed.
- Also please note that the week of 11/21 Thursday and Friday are holidays. That week work will be done two days on either Monday, Tuesday or Wednesday.
- Abatement of Stinkwort on Road "D", Road "B" and Range road leading to Tank 17.

**Thank You,  
Jonathan Lal  
November 4, 2016**



**Craig Murray**

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**From:** Dorothy Gilbert <mariesnicewerewolf@gmail.com>  
**Sent:** Thursday, November 10, 2016 11:22 AM  
**To:** Craig Murray  
**Cc:** paulcarman@comcast.net  
**Subject:** Point Molate Report for PMCAC Agenda Packet

Dear Craig,

I'm pasting below a short report on the activities of the Friends of Point Molate in the last few weeks, as promised. Thank you for allowing me to do it this morning! Enjoy your long weekend.  
Dorothy

POINT MOLATE REPORT FROM THE FIELD—OCTOBER 11<sup>TH</sup>—NOVEMBER 7<sup>TH</sup>, 2016

Since Paul Carman' report October 11th the Friends of Point Molate have had good crews and done a lot of cleaning up of weeds on the roadside and on the north end of the picnic area—ox tongue and cat's ears, mainly. Overall the picnic area is still in good shape. Later work was focused on the south end of Point Molate, at the spring and at the south creek, removing small broom and other weeds there and along the trail. The big rain loosened soil and helped out. Pampas grass needs removing and fennel seed heads need removing soon. The road was mowed after stinkwort went to seed, so we may be stuck with more of it next year. Unfortunately the very rare and handsome wire lettuce (*Stephenomeria elata*) was mowed before it had to seed completely, even though it was well flagged. According to Jim McKissock Point Molate is one of the very last stations of this plant in our area.

Many beach bluff plantings have been trampled or covered by erosion, but there are some spots—"benches"—stabilized by *Grindelia* and *Leymus trit* that can be used for further planting and stability. Around the upper stream bed the very attractive monkey flower we planted last spring is resprouting.

Much of this report is based on weekly memos by Jim McKissock.

--Dorothy Gilbert

