

**FARMING LEASE AGREEMENT
BY AND BETWEEN THE
IRONHOUSE SANITARY DISTRICT
AND
AUBURN RAVINE RANCH, INC.**

FOR TWO PARCELS IN CONTRA COUNTY, CALIFORNIA

This Farming Lease ("Lease Agreement") is by and between Auburn Ravine Ranch, Inc., a diversified livestock and farming operation ("Lessee") and the Ironhouse Sanitary District, a California sanitary district ("District"). District and Lessee may each be referred to as a "Party" or may be collectively referred to herein as the "Parties."

R E C I T A L S

- A. The District owns a 3,500 acre leveed island adjacent to its wastewater facility property, in Contra Costa County, State of California, generally known as Jersey Island ("Jersey Island"). Jersey Island is bound to the west by the San Joaquin River, on the north by False River, on the northeast by Piper Slough, on the east of Taylor Slough and on the south by Dutch Slough. The majority of Jersey Island is in a flood plain.
- B. The District purchased Jersey Island in 1993 to allow for its disposal needs at the time. In 2011, the District commissioned the Water Recycling Facility with a permitted effluent pipeline that discharges to the San Joaquin River.
- C. The District also owns property adjacent to its Administrative Offices on Walnut Meadows Drive in Contra Costa County
- D. The District has been implementing policies with respect to the long-term sustainability of Jersey Island. In May 2019, the District entered into a Partner Agreement with Montezuma Water to assess the feasibility of a variety of uses on Jersey Island.
- E. During 2021, the District issued a Request for Proposals (RFP) for a grazing lease with a third party lessee over certain lease parcels on Jersey Island. The District entered a grazing lease with Auburn Ravine Ranch. Lessee operations commenced on May 1, 2022.
- F. The District issued an RFP for this Farming Lease on August 1, 2022. Lessee was the proposer selected by District.
- G. Lessee is aware of District's intention to continue to assess various uses on Jersey Island and desires to enter into this Lease Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, the District and Lessee agree as follows:

ARTICLE 1

PROPERTY AND BACKGROUND

1.1 Description of Leased Premises. District agrees to lease to Lessee, and Lessee agrees to lease from District the Leased Premises, as defined below, which consists of two parcels, the Jersey Island Farming Parcel and the Mainland Farming Parcel, as defined below, and certain improvements located thereon. The Jersey Island Farming Parcel consists of approximately 344 acres of irrigated land, more fully described in Exhibit A. The Mainland Farming Parcel consists of approximately 188 acres of non-irrigated land, more fully described in Exhibit B. The Jersey Island Farming Parcel and Mainland Farming Parcel comprise the Premises. The Jersey Island Farming Parcel consists of 25 fields, 24 of which are irrigated, as set forth in more detail in Exhibit A. The following improvements are located on the Jersey Island Farming Parcel and subject to this Lease Agreement: two diesel pumps (12" and 10") in containers, sound walls, irrigation canal, irrigation pipes, gate valves, slide gates, berms and roads ("Jersey Island Improvements"). The Mainland Farming Parcel consists of 11 fields, none of which are irrigated, as set forth in more detail in Exhibit B. The following improvements are located on the Mainland Farming Parcel and subject to this Lease Agreement: berms and roads ("Mainland Improvements"). The Jersey Island Improvements and Mainland Improvements may be collectively referred to as the "Improvements." The Premises and Improvements are defined herein as the "Leased Premises." The Premises may be modified by District in its sole discretion as provided in Section 1.2 below.

1.2 Water. During the Term, as defined in Section 2.1 below, water shall be made available to Lessee on the Jersey Island Farming Parcel from two diesel pumps existing on the Premises. Water shall be made available on the Jersey Island Farming Parcel at no cost to Lessee, however, Lessee shall be responsible for any and all costs associated with pulling and transporting water onto the fields and for running and maintaining the diesel pumps. There is no water or irrigation available for or on the Mainland Farming Parcel. Lessee shall be responsible for obtaining and any and all costs associated with any water used on the Mainland Farming Parcel. Water from the sources to or on the Jersey Island Farming Parcel available to Lessee under this Lease Agreement shall be used only on the Jersey Island Farming Parcel and in the performance of Lessee's obligations under this Lease Agreement. Lessee shall not export this water for any other use or to any other property and shall not export water from the Jersey Island Farming Parcel to the Mainland Parcel. Further, Lessee shall comply with any water restrictions that may be put into effect by any local, state or federal agency or authority. District assumes no responsibility to Lessee for any water shortage from the facilities mentioned above or drought and assumes no responsibility for and does not warrant, the quality or quantity of the water supply on or to the Premises. If water rights are curtailed to the extent that they impact the ability of Lessee to maintain its operations, the Parties shall meet in good faith to discuss potential amendments to the Lease Agreement. During such discussions, this Lease Agreement shall remain in full force and effect. All watering systems presently on the Premises shall be for the exclusive use of farming operations while this Lease Agreement applies to the areas where the systems are located. District shall retain all underlying water rights to water on the Premises.

1.3 Biosolids. This Lease Agreement is made subject to District's right to apply biosolids to fields on the Jersey Island Farming Parcel pursuant to California Regional Water Quality Control Board Central Valley Region - Order R5-2013-0010-001 during the Term annually between April 1 and October 1. District will coordinate with the Lessee on the timing and location of the application of biosolids. During 2023, District shall apply biosolids on no more than 45 acres of fields. If District expands the application of biosolids, no more than 90 acres would be used annually during the Term.

1.4 No Utilities. Lessee acknowledges that there is no utility service provided to the Premises. Therefore, neither District nor Lessee shall be responsible for any utility costs.

1.5 District Retained Oil, Gas, Mineral and Wind Rights. All rights in minerals, oil, gas, wind, and other hydrocarbons located on, over or under the Premises are reserved to District, along with such rights as may be necessary for District to explore and investigate such uses, and are excluded from the Leased Premises.

ARTICLE 2 TERM

2.1 Term. The initial term of this Lease Agreement is for five years beginning on November 1, 2022 (the "Initial Term"). This Lease Agreement may be extended by mutual agreement of the Parties. The Initial Term plus any approved extensions shall be referred to herein as the "Term."

ARTICLE 3 RENT

3.1 Rent. Lessee shall pay District rent on a semi-annual basis, with the first semi-annual payment to be made on or before November 1 of each year and the second semi-annual payment to be made on or before May 1 of each year. Each semi-annual payment shall in the amount of \$26,180, for a total annual rent in the amount of \$52,360 (Fifty-two thousand three hundred sixty dollars). All required rent payments shall be made payable to the Ironhouse Sanitary District and delivered to the Finance Department of the Ironhouse Sanitary District, 450 Walnut Meadows Drive, Oakley, CA 94561.

3.2 Additional Rent. Lessee shall at Lessee's own expense perform all requirements in accordance with Exhibit C, attached hereto and incorporated herein by reference. If Lessee fails to perform such requirements, District may arrange for the work to be completed and Lessee shall be required to reimburse District for costs incurred.

3.3 Delinquency Charge. Failure of Lessee to pay the rent as set forth in Section 3.1 shall constitute a default. In the event that Lessee fails to pay the applicable rent as set forth in Section 3.1, in addition to any other remedy provided by this Lease Agreement, Lessee shall pay District a late charge of five percent, which shall start accruing thirty (30) days after the rent was due. It is the intent of this provision that District shall be compensated by such additional sums for loss resulting from rental delinquency including costs incurred by District for servicing

the delinquent account. District, at its option, may waive any such delinquency compensation required herein, upon written application of Lessee.

3.4 Security Deposit. In addition to the above rent, to secure the faithful performance of Lessee's obligations hereunder, Lessee shall provide to District a security deposit in the sum of ten thousand dollars (\$10,000). The security deposit will be deposited in a bank or savings institution in the name of District. Any interest earned during the time the funds are retained as a security deposit are payable to Lessee. These funds shall be retained during the entire term of this Lease Agreement and any extensions. District may use such amounts as are reasonably necessary to remedy Lessee's default in performance under this Lease Agreement including defaults in the payment of rent, repair of damages caused by Lessee, and cleaning of the Premises if necessary. Upon this occurrence, Lessee agrees to reinstate the total security deposit of \$10,000 upon five days written notice to Lessee.

ARTICLE 4 TAXES AND ASSESSMENTS

4.1 Taxes and Assessments. The property interest created by this Lease Agreement may be subject to property taxation and the Lessee in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee agrees to pay all lawful taxes, assessments or charges which at any time may be levied by the State of California, County of Contra Costa, or any tax or assessment levying body upon any interest in this Lease Agreement or any possessory right which Lessee may have in possessory interest or to the Leased Premises by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about the Leased Premises and shall hold District harmless therefrom.

ARTICLE 5 USE, CHARACTER, OPERATION AND MAINTENANCE

5.1 Use of Property. The Premises is leased to Lessee for the express purpose of farming. Use shall be in accordance with Exhibit C, Lessee Responsibilities, attached hereto and incorporated herein by this reference. Human occupancy overnight is not allowed, except under special circumstances as pre-authorized in writing by the District. Commercial wholesale or retail operations are not allowed on the Premises. Lessee shall not use, or permit to be used, any part of the Premises for any purpose other than the purposes for which the Premises are leased. All operations incident to this use of the Premises shall be carried on according to the best course of farming practiced in the vicinity including maintaining fencing and providing firebreaks, as may be required by governmental authority, law, order, rule or regulation. On default of Lessee to do so, District reserves the right, upon thirty (30) days' written notice, to take necessary remedial measures at the expense of Lessee, for which Lessee agrees to reimburse District on demand.

5.2 Trailer Allowed for Temporary Overnight Use Only. District authorizes Lessee to place a trailer and associated utility lines on the Premises in the location depicted on Exhibit E, attached hereto and incorporated herein by this reference (the "Trailer"), subject to the terms of this Section 5.2.

5.2.1 The Trailer may be used only for temporary overnight use by no more than three employees of Lessee at any given time for up to five days each week. In no event shall the Trailer be used for permanent habitation, as a permanent residential use, or used or visited by any person that is not an employee of Lessee. The use of the Trailer by Lessee can be revoked by the District at any time in the reasonable discretion of District in the event of any public health and safety or security concerns or breach of the terms of this Lease Agreement.

5.2.2 District and Lessee shall coordinate to create a pad for the Trailer on the Premises. Lessee shall be solely responsible, at Lessee's sole cost and expense, for the installation of any water, sewer and electrical trenches and utilities. All such work shall be coordinated with District and performed to District's satisfaction and in compliance with all local, state and federal laws. Lessee shall be responsible for any and all ongoing fees, rates, charges and costs associated any utility usage. Lessee shall maintain the Trailer to District's reasonable satisfaction and shall be responsible for disposal of any waste associated with the Trailer use.

5.2.3 In addition to the insurance requirements set forth herein, Lessee shall procure and maintain property insurance in a form and amount reasonably required by District insuring the Trailer and its contents.

5.2.4 Lessee agrees and acknowledges that it is fully responsible for the Trailer, including without limitation its placement, use and maintenance. Lessee further agrees and acknowledges that it is responsible for ensuring that the Trailer is only used for temporary overnight use by employees, and no other persons, during the farming season. Lessee further agrees and acknowledges that nothing herein creates any rights to permanent habitation of the Premises or any residential landlord-tenant relationship between District and Lessee. Lessee hereby accepts all risks of personal injury, death and/or property damage that may result from placement, use, maintenance and temporary occupancy of the Trailer.

5.2.5 Lessee does hereby fully, unconditionally and completely waive, release and discharge the District and its employees, officials, attorneys, contractors, agents, representatives, consultants, successors and assigns from any and all claims, actions, causes of action, demands, damages, costs, liabilities, expenses (including attorneys' fees) and compensation, of any kind or nature, known or unknown, associated with or arising from: the Trailer; the installation, use, maintenance and temporary occupancy of the Trailer; damage to the Trailer or any personal property located therein; and/or personal injury, including death, to any employee of Lessee using the Trailer whether or not in the course and scope of such employee's employment. In connection with this waiver and release, Owner expressly waives all rights under California Civil Code Section 1542, which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, MUST HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY."

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(INITIALS)

5.3 Lease Agreement Subject to Rights of District and Others. This Lease Agreement is subject to the following conditions and restrictions:

5.3.1 All existing easements, servitudes, licenses, and rights-of-way for canals, ditches, levees, roads, telephone, electric and other power transmission lines, pipelines, and other purposes, whether recorded or not;

5.3.2 The rights of other lessees under any existing or future oil, gas, and mineral lease or leases affecting the entire or any portion of the Premises, whether recorded or not; and,

5.3.3 The rights retained by District under this Lease Agreement, including but not limited to:

(a) The nonexclusive rights of ingress and egress to the Premises by existing roadways to District and its contractors, tenants, visitors, or assigns, in order to gain access to the Premises; and

(b) District's existing water rights on the Premises; and

(c) The right to maintain and improve District's levee system, including without limitation levees, ditches and associated equipment, on the Premises.

5.4 Improvements. All improvements constructed or installed under the provisions of this Lease Agreement shall become the property of District and shall remain in place and intact upon the expiration or earlier termination of this Lease Agreement. Lessee shall not make, or permit to be made, alterations of the Premises, without first obtaining District's written consent. Lessee, during the term and at the termination of this Lease Agreement, if not in default hereunder, may remove any of its personal property (including identification signs) from the Premises which can be removed without causing any damage to the Premises. Any personal property to be removed pursuant to this section must be removed from the Leased Premises prior to the last day of this Lease Agreement. Subject to the prior written approval of the District, Lessee shall have the right to erect temporary structures on the Premises as may be necessary or incidental to its use under this Lease Agreement. Lessee shall pay any and all taxes imposed on such structures. All such structures shall remain the property of Lessee and Lessee shall remove these structures from the Premises prior to the expiration of the term of this Lease

Agreement. All property not removed shall be deemed abandoned by Lessee and may be used or disposed of by District in manner whatsoever without compensation to Lessee. Such abandonment shall in no way reduce any obligation of Lessee to restore the Premises.

5.5 Entry by District. Lessee shall permit District at all reasonable times, to enter the Premises and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this Lease Agreement, exercise of all rights under this Lease Agreement, posting notices and all other lawful purposes. Lessee shall supply District with keys and other instruments necessary to effect entry on the Premises. Lessee shall make and keep pertinent records of all operations and conduct under this Lease Agreement and shall make them available to District at all reasonable times for inspection.

5.6 Waste. Lessee shall not commit, or permit others to commit, on the Premises, waste, or a nuisance, or any other act that could disturb the quiet enjoyment of District or any other tenant of District on the Premises or adjacent property. Lessee understands and agrees that the storage and/or disposal of the Premises of any hazardous material that is regulated by any appropriate agency, whether local, county, state, or national is not permitted in or on the ground or into any drains, wash basins, toilets or the like, including storm drains. Lessee agrees to have any such liquid and/or material removed from the Premises including, if necessary, the hiring of a commercial disposal service, all at Lessee's expense and to the satisfaction of District.

ARTICLE 6 CONDITION OF PROPERTY

6.1 Condition of Property. Lessee has examined, knows and accepts the condition and state of the Leased Premises and all appurtenances on an "AS-IS, WITH ALL FAULTS" basis, inclusive of any and all faults, defects, legal, physical and economic, whether known or unknown. Lessee further agrees and acknowledges that District has made no representation concerning such condition or any agreement or promise to alter, improve, adapt, repair or keep in repair the Leased Premises and appurtenances, or any item thereof, which has not been fully set forth in this Lease Agreement which contains all the agreements made and entered into between Lessee and District. Lessee acknowledges and agrees that Tenant has been given an opportunity to obtain review, inspect and investigate the Leased Premises and the suitability of the Leased Premises for farming. District makes no warranty of suitability for farming, suitability of soils or any other purpose which Lessee is authorized to do under this Lease Agreement.

ARTICLE 7 LIENS AND DAMAGE

7.1 Liens. Lessee shall pay for all labor done or materials furnished in the repair, replacement, or improvement of the Premises by Lessee and shall keep the Premises and Lessee's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission.

7.2 Damage to District Property. In the event of the destruction of or damage to any District property located on or adjacent to the Premises by Lessee, or any of its officers, agents, servants, employees, subtenants, licensees or invitees, Lessee shall promptly repair or replace such property to the satisfaction of District, or pay to District an amount of money sufficient to compensate it for the loss or damage sustained, as District shall elect.

ARTICLE 8 TERMINATION AND CONDEMNATION

8.1 Termination for Cause. District shall have the right to terminate this Lease Agreement, in whole or in part, at any time, after thirty (30) days written notice to Lessee, upon default, after notice and opportunity to cure as set forth in section 9.1.2 below, by Lessee of any of the terms and conditions of this Lease Agreement. In the event that District terminates this Lease Agreement on account of breach by Lessee of any of the terms and conditions of this Lease Agreement, no adjustment in advance rentals paid by Lessee shall be made. Additionally, District shall be entitled to recover, and Lessee shall pay to District, all of the following amounts:

8.1.1 The cost incurred in resuming possession of the Premises; and

8.1.2 The costs incurred in performing any obligation on behalf of Lessee which is required to be performed under this Lease Agreement; and

8.1.3 An amount equal to the aggregate of all rents and charges assumed hereunder and not theretofore paid, less the net rentals, if any, collected by District on the reletting of the Premises. Such amounts shall be due and payable at the time when the rent under this Lease Agreement would become due and payable.

8.2 Holding Over. Lessee expressly waives the benefits conferred by California Code of Civil Procedure Section 1161, which relates to the holding over upon farming land after the termination of a Lease Agreement.

8.3 Abandonment. Lessee shall not vacate or abandon the Premises at any time during the term; and if Lessee does abandon, vacate, or surrender the Premises, or is dispossessed by process of law, or otherwise, personal property belonging to the Lessee and left on the Premises shall be kept for a reasonable time by District, but in no event longer than fifteen (15) days after District gives Lessee notice to remove the property from the Premises, after which time, if it has not been reclaimed by Lessee, it may be treated by District as abandoned.

8.4 Lessee Obligations upon Termination. Upon termination of this Lease Agreement, Lessee covenants and agrees to peacefully and quietly quit and surrender possession of the Premises and all appurtenances to District subject to all the covenants, conditions, terms and agreements of this Lease Agreement, and Lessee agrees to pay all monies then due and owing to District at such time, provided for in this Lease Agreement, or as a result

of operations thereunder by Lessee, or in consequence thereof. Before the expiration of this Lease Agreement or the prior termination thereof, Lessee shall, if required to do so by District, restore the Premises to the general condition existing as of the date of this Lease Agreement, or to such improved condition as they may have been placed in by District or Lessee during the term of this or any prior Lease Agreement, reasonable wear and tear and damaged by the elements or from other causes over which Lessee had no control excepted.

8.5 Right of Entry as Agent. In any and all cases in which provision is made herein for the termination of this Lease Agreement, Lessee hereby irrevocably appoints the District the agent of Lessee to enter the Premises and remove any and all persons and/or property whatsoever situated into or upon the Premises, and place all or any portion of said property, except such property as may be forfeited to the District, in storage for account of and at expense of Lessee; and in such case the District may relet the Premises upon such terms as it may deem fit, and if a sufficient sum shall not thus be realized after paying expenses of such reletting and collecting to satisfy the rent and other sums herein agreed to be paid, Lessee agrees to satisfy and pay any deficiency, and to pay expenses of such reletting and collecting. Lessee hereby exempts and agrees to save harmless the District from any cost, loss or damage arising out of or caused by any such entry or re-entry into and upon the Premises and/or property and storage of such property by the District or its agents.

8.6 Condemnation. If a part of the Leased Premises is condemned for a public use, and the remaining part which is not condemned is retained by Lessee, this Lease Agreement shall terminate, as to the part taken, on the date that a certified copy of the final order of condemnation is filed in the office of the County Recorder. The rent payable under this Lease Agreement shall be adjusted in proportion to the number of acres remaining in the Premises following condemnation and Lessee shall be provided with notice and entitled to harvest any existing plantings. District may, at its option, restore fences and replace facilities lost by the condemnation or District may terminate this Lease Agreement. In the event that the Premises is reduced by more than fifty percent (50%), and the remaining acreage is less than that which is acceptable to the Lessee, Lessee has the option, upon sixty (60) days written notice to District, to terminate this Lease Agreement. If the entire or a part of the Leased Premises is taken or condemned, all compensation awarded on condemnation shall go to District, with Lessee having no claim to compensation. Lessee irrevocably assigns and transfers to District any right to compensation or damages to which Lessee may become entitled during the term of this Lease Agreement by the condemnation of the entire or a part of the Leased Premises.

ARTICLE 9 DEFAULT

9.1 Forfeitures and Right to Cure Defaults.

9.1.1 It is mutually covenanted and agreed and this Lease Agreement is made upon the condition that if rents or other sums which Lessee herein agrees to pay, or any part thereof, shall be unpaid on the date on which the same shall become due, or if uncured default be made in any of the terms, agreements, conditions or covenants herein contained on the part

of Lessee, or should Lessee abandon and cease to use the Premises for a period of thirty (30) days except when use of the Premises is prevented by fire, earthquake, war, strike or other calamity beyond its control, then in any such event, at its option, the District may declare this Lease Agreement forfeited, whereupon all improvements of every kind and description including all Leasehold Interests shall, at the option of the District, be forfeited to and become the property of the District, and the District may exercise all rights of entry and re-entry into and upon the Project.

9.1.2 Lessee shall not be considered to be in default until the expiration of fifteen (15) days, in the case of a failure in the payment of rent or other sums herein provided to be made by Lessee, or ninety (90) days, in all other instances, after written notice by the District to Lessee. If during such fifteen (15) or ninety (90) day period, such failure or condition in violation of the provisions of this Lease Agreement shall have been cured or obviated by Lessee, any right of the District to terminate this Lease Agreement or re-enter the Premises by reason of such failure shall cease.

ARTICLE 10 INSURANCE AND INDEMNITY

10.1 Insurance Requirements. During the Term of this Agreement, and for any time period set forth in Exhibit D, attached hereto and incorporated herein by this reference, Lessee shall provide and maintain in full force and effect, at no cost to District, insurance policies with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as set forth in Exhibit D.

10.2 Insurance Hazards. Lessee shall not use the Leased Premises nor permit others to use them, nor do or permit acts that will increase the existing rates of insurance on the Premises, or cause a cancellation of any insurance policy covering, in whole or in part; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any articles that are prohibited by the standard form of fire insurance policies. Lessee shall comply with all requirements, applying to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance.

10.3 Hold Harmless/Indemnification. Lessee agrees to protect, defend, hold harmless and indemnify District, its Board members, commissions, officers, employees, volunteers, representatives and agents from and against any demand, claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees, arising out of Lessee's acts, errors, or omissions under this Lease Agreement, except to the extent such Claims are caused by the active negligence or willful misconduct of District. This section 10.3 shall survive expiration or earlier termination of this Lease Agreement.

ARTICLE 11 ASSIGNMENT

11.1 Assignment or Subletting by Lessee. Lessee may not assign this Lease Agreement, or any rights under it, and shall not sublet the entire or any part of the Leased Premises, or any right or privilege appurtenant to the Leased Premises, or permit any other person (with the exception of the agents of Lessee) to occupy or use the entire or any portion of the Leased Premises, without first obtaining District's written consent, which shall not be unreasonably withheld. Lessee and the proposed assignee shall provide District with a written request for approval of an assignment accompanied by evidence of the proposed assignee's experience and financial capability to comply with the terms of this Lease Agreement, along with any other information reasonably requested by District to review the proposed assignment. An assignment or a subletting without District's consent shall be void, and shall, at District's option, terminate this Lease Agreement. Any approved assignment or sublet shall be documented by an agreement in a form reasonably approved by District. No interest of Lessee in this Lease Agreement shall be assignable by operation of law without District's written consent. No assignment, subletting, or encumbrance by Lessee shall release Lessee from any obligations hereunder.

11.2 Assignment by Lessor. Lessor may assign this Lease Agreement, in whole or in part, in its sole discretion. In the event of a partial assignment of a portion of the Leased Premises, the assignment agreement shall allocate the receipt of rental payments under this Lease Agreement. Upon any assignment, Lessor shall provide written notice and a copy of the assignment agreement to Lessee.

ARTICLE 12 MISCELLANEOUS

12.1 Independent Contractor. It is agreed that Lessee shall act and be an independent contractor and not an agent nor employee of District.

12.2 Federal Subsidy Participation (If Applicable). Lessees of agricultural land who wish to enter into any United States Department of Agriculture, Agricultural Stabilization and Conservation Service ("USDA/ASCS") programs or agreements shall do so solely at the discretion of and subject to the USDA/ASCS rules and regulations. District makes no guarantees regarding agricultural uses of the Leased Premises regarding normal crop acreage, allotments for crops, or the qualification of the land for USDA/ASCS programs.

12.3 Notices. Any notice to be given to either party by the other shall be in writing and shall be delivered by (a) personal delivery; (b) United States registered or certified mail, return receipt requested, postage prepaid; or (c) Federal Express or other equivalent overnight delivery service addressed as follows:

District:
Ironhouse Sanitary District
Attn: General Manager
450 Walnut Meadows Drive
Oakley, CA 94561

Email: davisson@isd.us.com

And

Ironhouse Sanitary District
Attn: Assistant General Manager
450 Walnut Meadows Drive
Oakley, CA 94561
Email: zimmerman@isd.us.com

Lessee:
Auburn Ravine Ranch, Inc.
Attn: Bert Lefty
1364 Ferreira Road
Lincoln, CA 95648
Email: bert@Auburnravineranch.com

12.4 No Discrimination. During the term of this Lease Agreement, Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

12.5 Waiver. Lessee agrees that waiver by District of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

12.6 Rules and Regulations. Lessee shall comply with such rules and regulations may be prescribed, from time to time, by the District.

12.7 Title; Captions. The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

12.8 Time of Essence. Time is of the essence in this Lease Agreement.

12.9 Law Governing Contract and Venue. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Contra Costa, or if appropriate, in the United States District Court, Northern District of California.

12.10 Amendment. This Lease Agreement may be amended only with the written consent of both Parties. The Parties agree to negotiate the terms of an amendment in good faith in the event of a crop failure at no fault of Lessee or catastrophic failure of the Jersey Island Improvements.

12.11 Dispute Resolution. Unless otherwise mutually agreed to by the Parties, any controversies between Lessee and District regarding the construction or application of this Lease Agreement, and claims arising out of this Lease Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Contra Costa County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Lease Agreement. The costs of mediation shall be borne by the Parties equally. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Lease Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only.

12.12 Conflict of Interest. To prevent a conflict of interest, Lessee certifies that no District officer, employee or authorized representative has any financial interest in the business of Lessee and that no person associated with Lessee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Lessee is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Lessee will advise District if a conflict arises.

12.13 Counterparts. This Lease Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

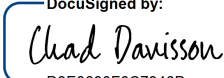
[Signatures follow on next page]

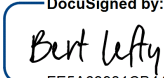
IN WITNESS WHEREOF, Lessee and District have caused this Lease Agreement to be executed on their behalf by their respective officers duly authorized to execute this Lease Agreement.

DISTRICT:

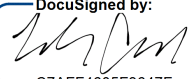
LESSEE:

IRONHOUSE SANITARY DISTRICT, a California
special district

By: 
D5E6680F0C7348D...
Chad Davisson
General Manager

By: 
FE5A63931CB4484...
Name: Bert Lefty
Title: Vice President

APPROVED AS TO FORM:

By: 
C7AFF4605F3647F...
J. Leah Castella
General Counsel

ATTEST:

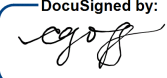
By: 
D9C3FCA2EBA1422...
District Secretary

EXHIBIT A

DESCRIPTION OF JERSEY ISLAND PARCEL

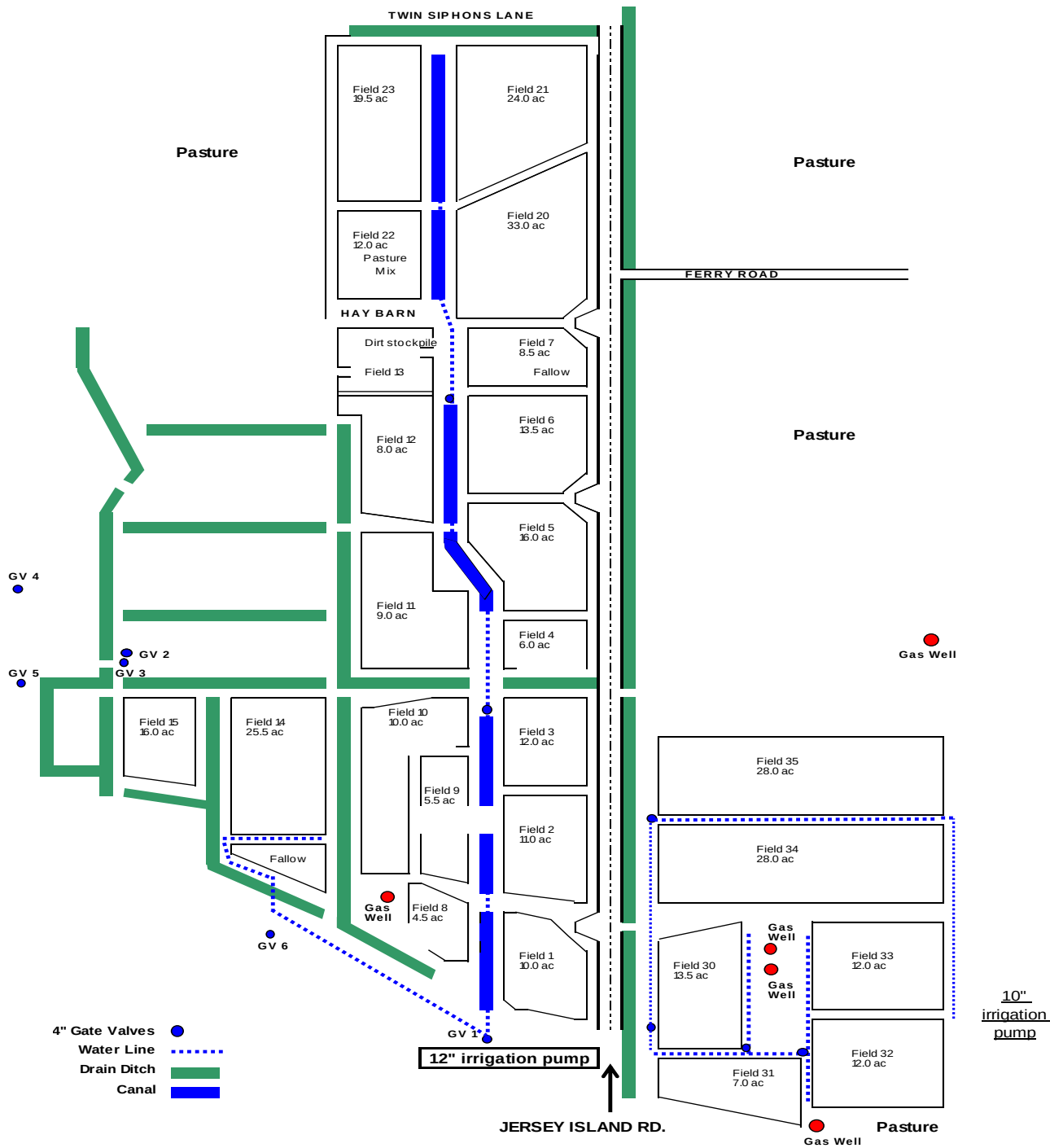


EXHIBIT B

DESCRIPTION OF MAINLAND FARMING PARCEL

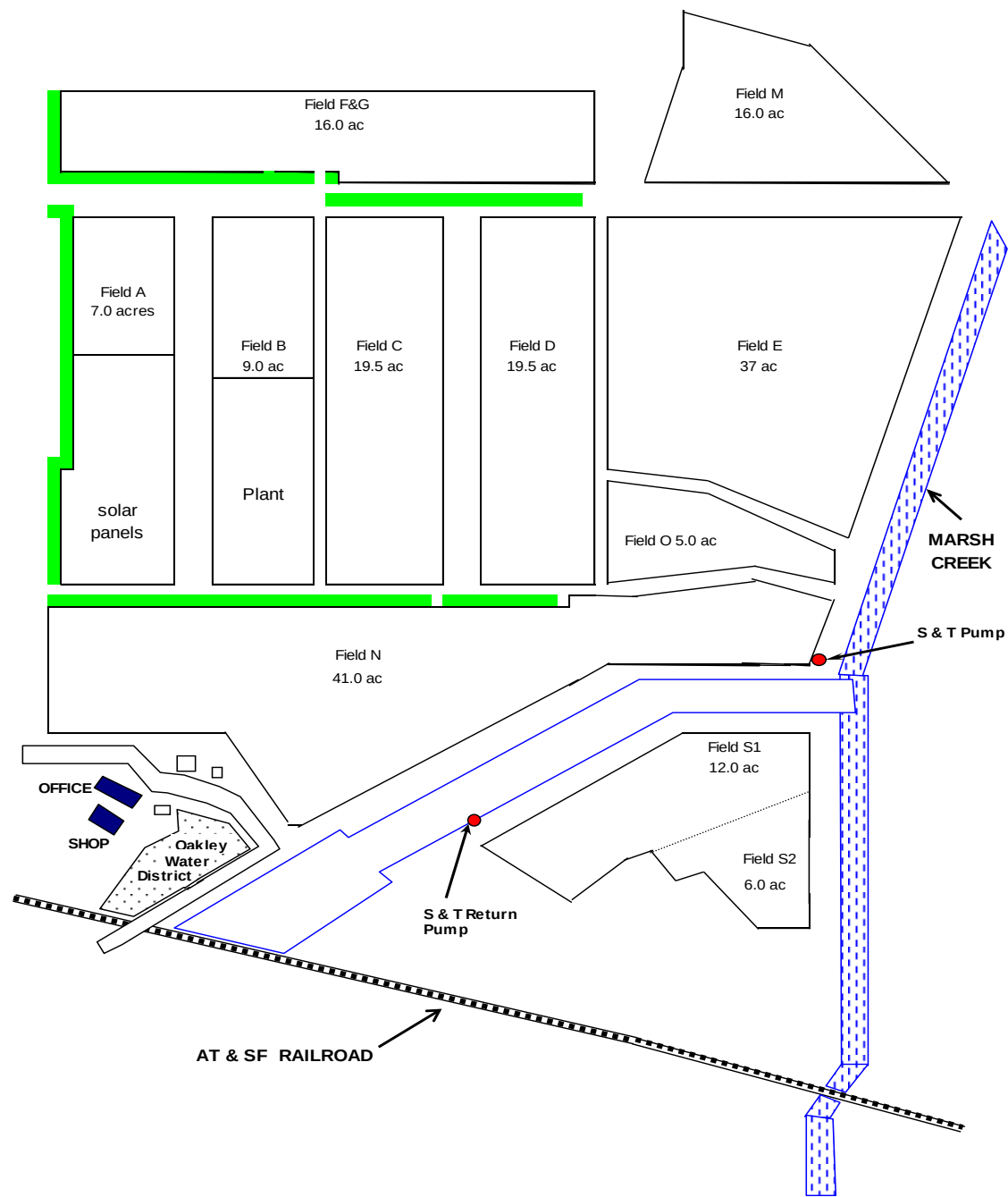


EXHIBIT C

LESSEE RESPONSIBILITIES

Lessee shall comply with the following requirements and use the Leased Premises by following generally accepted farming practices. Lessee shall in no manner substantially change the condition of the Leased Premises except for such changes prescribed by the General Manager.

1. **Site Coordination.** Lessee shall closely coordinate Lessee's operations with District. The District shall designate a single point of contact for District ("Jersey Island Superintendent"). Lessee must be available at all times to correct emergency situations in regards to this Lease Agreement. Lessee must provide District with emergency telephone numbers where Lessee may be contacted during working and nonworking hours, including at least one alternate contact (name, address, and phone number) who may act on behalf of Lessee in emergency situations. Lessee's contacts must be available for contact seven days per week, 24 hours per day, and must arrive on site within two hours of an emergency.
2. **Security and Access.** Access to and from the Premises is strictly controlled. Lessee shall ensure access gates are closed and locked outside of normal business hours unless actively being used by Lessee. Lessee shall coordinate access and security with the Jersey Island Superintendent.
3. **Maintenance.** Lessee shall be responsible, at Lessee's expense, for the maintenance of all water, and farming facilities on the Premises. Lessee shall frequently inspect and maintain facilities during the Term, including the hay barn and hay gravel pad, two diesel pumps (12" and 10") in containers, sound walls, irrigation canal, irrigation pipes, gate valves, slide gates, berms and roads. Lessee shall maintain the Leased Premises and appurtenances of the Leased Premises, in the same or better order and condition in which received, ordinary wear and tear excepted. Lessee shall maintain the diesel pumps pursuant to the manufacturer's schedule. All materials used in maintaining the Improvements shall be of at least the same type of quality as those used in original construction. All materials used for such repairs shall become the property of District and shall not be removed by Lessee upon termination of this Lease Agreement. Neither Party shall have any obligation to repair equipment in the event of its catastrophic failure, as reasonably determined by District.
4. **Crop Planting Plan.** Lessee shall submit a Crop Planting Plan to the Jersey Island Superintendent for review and approval by October 15 of each year for the period of November 1 – October 30. Lessee may not begin planting until the District has approved the Crop Planting Plan. District shall provide Lessee with a form for submission of the Crop Planting Plan. The Crop Planting Plan shall include, at a minimum, an annual schedule for all fields and proposed rotational planting. Lessee may amend the Crop Planting Plan during the year by providing written notice to the

Jersey Island Superintendent, provided that there is no shift from the type of crops listed on the plan, for example a shift from hay/forage crops. In the event that there is a shift from the type of crops listed on the plan, the Jersey Island Superintendent may reasonably disapprove any changes to the Crop Planting Plan.

5. Crop Production Report. Lessee shall submit a Crop Production Report to the Jersey Island Superintendent each year for the period of November 1 – October 30, which shall be provided by November 15. District shall provide Lessee with a form for submission of the Crop Production Report. The Crop Production Report shall include, at a minimum, the crop schedule for all the fields, rotational planting, planting dates for all the fields, harvest dates for all the fields and bale count or seasonal tonnage for each field at the end of the harvest season. Fertilizer application reports for all fields need to be provide on a monthly basis. Harvest dates for the fields used in the biosolids program need to be provided on a monthly basis.

6. Capital Improvements. Capital improvements to water and farming facilities may be performed by the Lessee only with the prior written approval of the Jersey Island Superintendent. The cost of approved capital improvements will be credited against future lease payments in an amount to be approved by the Jersey Island Superintendent.

7. Pest Management. Lessee shall, at his own cost and expense, comply with all state, county, District, and district weed and rodent control programs. Weeds and rodents shall be controlled to the satisfaction of the Jersey Island Superintendent. The primary weeds and rodents that shall be controlled are:

- a. Poison Hemlock (*Conium maculatum*);
- b. Russian thistle/tumbleweed (*Salsola kali*);
- c. Star thistle (*Centarurea solstitialis*);
- d. Bull thistle (*Cirsium vulgare*);
- e. Wild artichoke (*Cynara cardunculus*);
- f. Milk thistle (*Silybum marianum*);
- g. Cocklebur (*Xanthium strumarium*);
- h. Black berries (*Rubus occidentalis*); and
- i. California ground squirrel (*Otospermophilus beecheyi*).

8. Fertilizer and Pesticide Application. Lessee may apply limestone or commercial fertilizer for soil improvement at Lessee's expense and consistent with the terms of the Lease Agreement. Lessee shall be responsible for complying with all federal, State, and local environmental standards, including obtaining required permits. At least five working days prior to pesticide application, Lessee shall furnish the Jersey Island Superintendent with the following information:

- a. Common name/concentration of the product;
- b. Formulation of the product;
- c. Amount to be used;
- d. Target pest or weed (if applicable);
- e. Crop and acreage to be treated;
- f. Application rate/acre; and

g. Time/frequency of application.

9. Digging. Lessee shall comply with all state and federal guidelines by contacting USA North 811 prior to any digging.
10. Fire Prevention. Lessee agrees to repair and maintain all firebreaks to the extent such repairs or maintenance is required from time to time by the Jersey Island Superintendent. Lessee shall comply with local fire control and prevention regulations.
11. Engine-Driven Equipment. All engine-driven equipment used by Lessee on the Leased Premises must be equipped with properly operating spark arresters, mufflers, and tailpipe assemblies. In addition, any vehicle having a catalytic converter pollution device may not be driven off of improved roads due to the extreme heat generated by the device during the dry season.
12. Storage of Equipment and Materials. Equipment utilized by Lessee under this Lease Agreement may be stored in an area approved by District. No hazardous materials shall be stored on the Leased Premises.
13. Debris Removal. Lessee shall maintain all areas of the Leased Premises in a neat and orderly appearance at all times. Broken or discarded equipment or materials shall be removed from the Leased Premises immediately. Lessee may burn debris or waste located on the Premises only with the previous written permission of the Jersey Island Superintendent, which shall only be granted on a limited basis. Lessee must also obtain the appropriate permits from governmental agencies before any burning is done on the Premises.
14. Erosion Control. The Premises shall be managed to prevent erosion. Lessee, at Lessee's sole expense, shall control weeds on the Premises by mowing, chopping or spraying. Any spraying shall be preapproved in writing by the Jersey Island Superintendent.
15. Cooperation with Easement Holders. Pacific Gas and Electric Company (PG&E), Calpine, PEOCO and the Western Area Power Administration (WAPA) own independent easements for electric and gas transmission lines on Jersey Island. The ISD outfall line is an important underground facility on Jersey Island. These easement holders and ISD occasionally perform maintenance of the facilities. The Jersey Island Superintendent will advise the Lessee of maintenance activities and coordinate between the Lessee and the easement holders during the maintenance activities. Any digging within the easement areas or near the ISD outfall line will require the prior written approval of the Jersey Island Superintendent.
16. Hunting. No hunting or sport shooting is allowed on the Premises.

EXHIBIT D

INSURANCE REQUIREMENTS

1. Lessee's Duty to Show Proof of Insurance

Lessee, in order to protect District and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Lessee's acts, errors, or omissions in connection with this Lease Agreement shall secure and maintain insurance as described below. Lessee shall have no rights to occupy the Premises until Lessee has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the District's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Lessee shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Lessee shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Lessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Lessee or District as an additional insured.

1.1. Property Coverage Insurance

Property insurance in All-Risk form, with vandalism and malicious mischief endorsements (and, if requested by District, earthquake and flood endorsements), covering the Leased Premises, Lessee's equipment and livestock against loss or damage in an amount not less than 100 percent of the replacement cost.

1.2. Commercial General Liability Insurance

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

1.3. Business Automobile Liability Insurance

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

1.4. Workers' Compensation Insurance

Lessee shall submit written proof that Lessee is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. If any class of employees engaged in work or services performed under this Lease Agreement is not covered by California Labor Code section 3700, Lessee shall provide adequate insurance for the coverage of employees not otherwise covered. Lessee shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

1.5. Pollution Liability Insurance

Pollution Liability (Environmental Liability) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

1.6. Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to District and must be approved by the District Risk Manager.

1.7. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

1.8. Retroactive Date

Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance terms and conditions:

2.1. Cancellation of Insurance

The above stated insurance coverages required to be maintained by Lessee shall be maintained until the completion of all of Lessee's obligations under this Lease Agreement except as otherwise indicated herein. Each insurance policy supplied by Lessee shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Lessee in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

2.2. District as Additional Insured

On Lessee's Commercial General Liability and Automobile policies, the Ironhouse Sanitary District, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2.3. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the District Risk Manager.

2.4. If Lessee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Lessee shall provide coverage equivalent to the insurance coverages and endorsements required above. The District will not accept such coverage unless the District determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Lessee is equivalent to the above-required coverages.

2.5. For any claims related to the Agreement, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

2.6. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the District from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

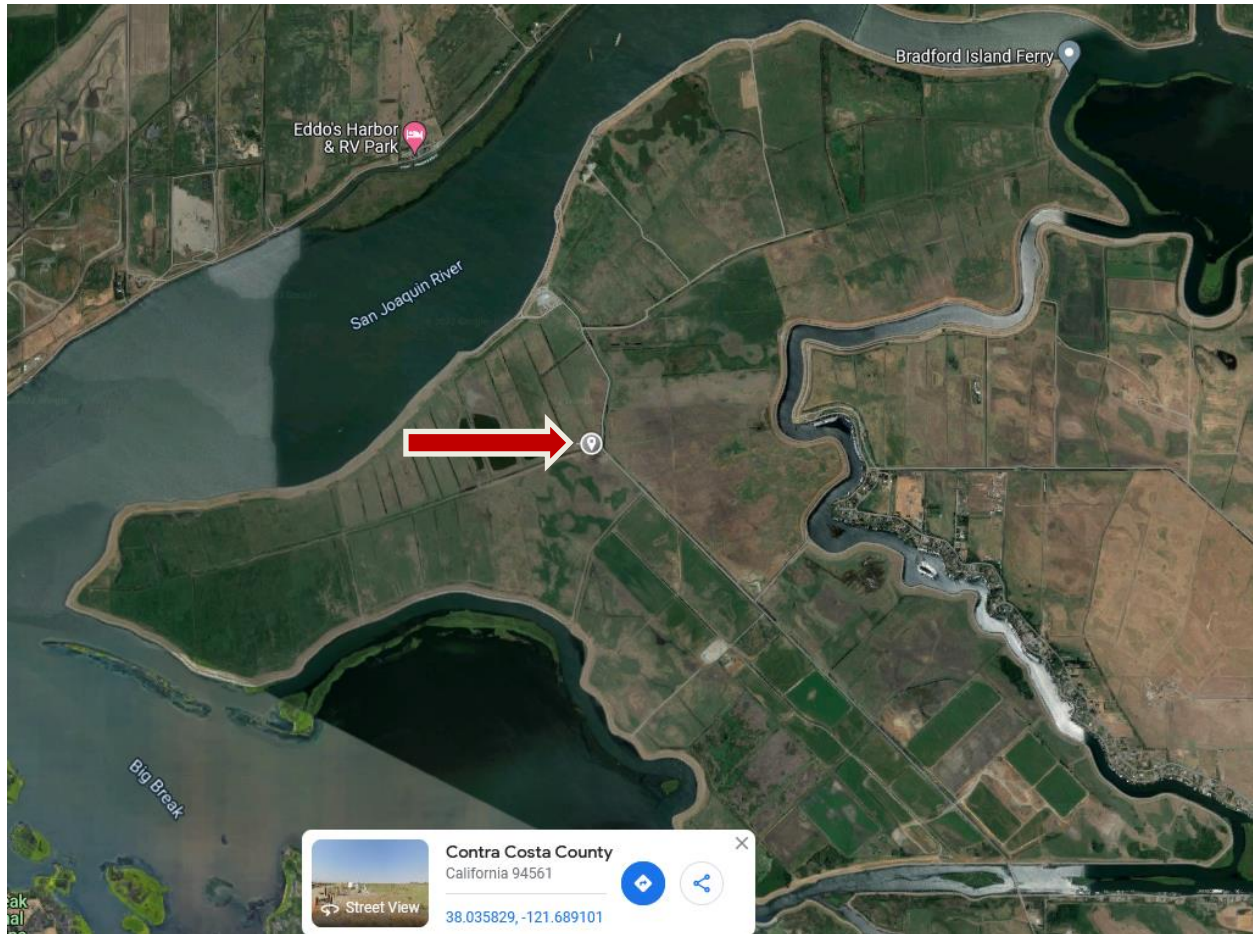
2.7. Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Lease Agreement by Lessee. District, at its sole option, may terminate this Lease Agreement and obtain damages from Lessee resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Lessee, District shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by District for such insurance. If the balance of monies obligated to Lessee pursuant to this Lease Agreement are insufficient to reimburse District for the premiums and any associated costs, Lessee agrees to reimburse District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by District to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2.8. Lessee hereby grants to District a waiver of any right to subrogation which any insurer of Lessee may acquire against District by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

2.9. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

EXHIBIT E

LOCATION OF TRAILER



Certificate Of Completion

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Status: Completed

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Source Envelope:

Document Pages: 24

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 1

Tyson Zimmerman

AutoNav: Enabled

zimmerman@isd.us.com

Envelopeld Stamping: Enabled

IP Address: 184.23.214.202

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Tyson Zimmerman

Location: DocuSign

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zimmerman@isd.us.com

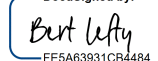
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Bert Lefty

bert@auburnravineranch.com

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Chad Davisson

davisson@isd.us.com

General Manager

Ironhouse Sanitary District

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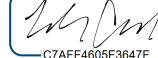
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Leah Castella

LCastella@bwsllaw.com

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Cecilia Goff

goff@isd.us.com

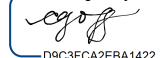
DISTRICT SECRETARY/OFFICE

ADMINISTRATOR

IRONHOUSE SANITARY DISTRICT

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Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ironhouse Sanitary District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Ironhouse Sanitary District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: paz@isd.us.com

To advise Ironhouse Sanitary District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at paz@isd.us.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Ironhouse Sanitary District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to paz@isd.us.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Ironhouse Sanitary District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to paz@isd.us.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ironhouse Sanitary District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ironhouse Sanitary District during the course of your relationship with Ironhouse Sanitary District.