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**West Contra Costa Healthcare District  
Doctors Medical Center  
Board of Directors**

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**Wednesday, January 29, 2014**

**4:30 PM**

**Doctors Medical Center**

**Auditorium**

**2000 Vale Road**

**San Pablo, CA**



**WEST CONTRA COSTA HEALTHCARE DISTRICT  
DOCTORS MEDICAL CENTER**

**BOARD OF DIRECTORS**

**WCCHD DOCTORS MEDICAL CENTER  
BOARD OF DIRECTORS  
JANUARY 29, 2014 – 4:30 P.M.  
Doctors Medical Center - Auditorium  
2000 Vale Road  
San Pablo, CA 94806**

**Board of Directors**  
*Eric Zell, Chair  
Irma Anderson  
Deborah Campbell  
Nancy Casazza  
Beverly Wallace*

**AGENDA**

1. **CALL TO ORDER** E. Zell
2. **ROLL CALL**
3. **APPROVAL OF MINUTES OF DECEMBER 18, 2013** E. Zell
4. **PUBLIC COMMENTS** E. Zell  
*[At this time persons in the audience may speak on any items not on the agenda and any other matter within the jurisdiction of the Board of Directors]*
5. **RESOLUTION CALLING A SPECIAL ELECTION UPON THE QUESTION OF AUTHORIZING THE DISTRICT TO IMPOSE AND LEVY A SPECIAL TAX** C. Coffey
  - a. Presentation
  - b. Discussion
  - c. Public Comment
  - d. *ACTION: Approval of Resolution Calling a Special Election Upon the Question of Authorizing the District to Impose and Levy a Special Tax. Resolution No. 2014-01*
6. **APPROVAL OF RESOLUTION AND TERMS OF AGREEMENT FOR PARKING LOT USE EASEMENT WITH LYTTON RANCHERIA OF CALIFORNIA** D. Gideon
  - a. Presentation
  - b. Discussion
  - c. Public Comment
  - d. *ACTION: Approval of resolution and terms of agreement for parking lot use easement with Lytton Tribe Resolution No. 2014-02*

**7. BOARD ANNOUNCEMENTS**

E. Zell

- a. Presentation
- b. Discussion
- c. Public Comment
- d. *ACTION: Information Only*

ADJOURNMENT



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**MINUTES**  
**DECEMBER 18, 2013**

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**TAB 3**



**WCCHD DOCTORS MEDICAL CENTER  
BOARD OF DIRECTORS**

**December 18, 2013, 4:30 P.M.  
Doctors Medical Center - Auditorium  
2000 Vale Road  
San Pablo, CA 94806**

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order at 4:35 P.M.

**2. ROLL CALL**

Quorum was established and roll was called: 4:37 PM

Present: Eric Zell, Chair  
Beverly Wallace  
Irma Anderson  
Nancy Casazza  
Deborah Campbell

**3. APPROVAL OF NOVEMBER 12, 2013 MINUTES**

*The motion made by Director Irma Anderson and seconded by Director Beverly Wallace to approve the November 12, 2013 minutes passed unanimously.*

**4. PUBLIC COMMENTS**

*No Public Comments*

## 5. APPOINTMENT OF PARCEL TAX OVERSIGHT COMMITTEE

Ms. Dawn Gideon, Interim President and Chief Executive Officer, presented a proposed Charter and slate of candidates for the Tax Oversight Committee for parcel tax Measures D and J. Measures D and J were approved by more than two-thirds of the District's electorate and impose special taxes on all taxable parcels within the District. The measures provide that the West Contra Costa Healthcare District Board of Directors appoint a Citizens' Oversight Committee (the "Committee") to review and report on the expenditure of tax revenues.

The purpose of the Committee is to ensure that proceeds of Measure D and Measure J are expended only for the purpose described in the measures: to ensure continued local access to emergency room care, acute hospital care, and other medical services for residents of the District and visitors to the area. The Committee shall monitor expenditures to ensure that funds are only used for capital improvements, debt repayment, and to defray operating expenses.

The slates of candidates for parcel tax oversight committee are;

Mr. Jeff Rubin, Pinole  
William Van Dyke, DMD, San Pablo  
Vern Whitman, Richmond  
Karen Pfeifer, El Cerrito

*The motion made by Director Irma Anderson and seconded by Director Nancy Casazza to approve the Appointment of Parcel Tax Oversight Committee passed unanimously.*

*The motion made by Director Nancy Casazza and seconded by Director Beverly Wallace to approve the Oversight Committee Charter passed unanimously.*

## 6. ELECTION OF OFFICERS

Ms. Dawn Gideon review the Board Policy and Bylaws as they relate to the election of officers. The Policy states that at a regularly scheduled meeting of the Board of Directors in December of each year, or such date as otherwise agreed to by the Board, there shall be an election of officers for the Board of Directors. A majority vote of the Board shall be obtained to affirm all officers. Consideration should be given to succession of the Vice Chair as Chair to facilitate the annual reorganization of the Board.

Director Chair Eric Zell nominated Vice Chair Director Beverly Wallace to become the next Chair of the Board of Directors.

Director Beverly Wallace declined and nominated Eric Zell to stay as the Chair of Board of Directors and continue with his role. She believes that Mr. Zell is strongly

involved with the current state of the hospital and has done a great job so far at keeping it open.

Director Nancy Casazza seconded the nomination for Director Zell to stay as Chair. After discussion and clarification of the Policy and Bylaws, the roll call votes are as follows:

Director Nancy Casazza – Yes  
Director Beverly Wallace – Yes  
Director Irma Anderson – Yes  
Director Deborah Campbell- Object  
Director Eric Zell- Abstain

The Board of Directors elected Eric Zell as the Chair.

Director Nancy Casazza nominated Director Campbell for Vice Chair.

The Board of Directors called for the vote, by roll call votes are as follows:

Director Nancy Casazza – Yes  
Director Beverly Wallace – No  
Director Irma Anderson – Yes  
Director Deborah Campbell- Yes  
Director Eric Zell- Yes

The Board of Directors elected Deborah Campbell as Vice Chair.

Director Nancy Casazza nominated Director Anderson for Treasurer.

The Board of Directors called for the vote by roll call with unanimous approval of Director Anderson to serve as Treasurer

Director Deborah Campbell nominated Director Casazza for Secretary.

The Board of Directors called for the vote by roll call with unanimous approval of Director Casazza to serve as Secretary.

Director Nancy Casazza nominated Director Wallace for Assistant Secretary.

The Board of Directors called for the vote by roll call with unanimous approval of Director Wallace to serve as Assistant Secretary.

**THE MEETING ADJOURNED TO CLOSED SESSION AT 4:50 PM**

**WCCHD RESOLUTION  
CALLING A SPECIAL  
ELECTION UPON THE  
QUESTION OF AUTHORIZING  
THE DISTRICT TO IMPOSE  
AND LEVY A SPECIAL TAX  
RESOLUTION #2014-01**

**TAB 5**

**WEST CONTRA COSTA HEALTHCARE DISTRICT**

**BOARD OF DIRECTORS**

**RESOLUTION #2014- 01**

**CALLING A SPECIAL ELECTION UPON THE QUESTION OF AUTHORIZING  
THE DISTRICT TO IMPOSE AND LEVY A SPECIAL TAX**

WHEREAS, to prevent the closure of the only full service emergency room serving all West County residents, the West Contra Costa Healthcare District (the "District") is committed to keeping Doctors Medical Center open for the purpose of ensuring continued local access to emergency room care, acute hospital care and other critical medical services such as intensive care, women's health services including early breast cancer detection, treatment for heart attacks, care for elderly, emergency respiratory care, and cancer treatment for residents of the District and visitors to the area;

WHEREAS, the District requires special tax revenue to keep Doctors Medical Center open;

WHEREAS, Section 4 of Article XIII A of the California Constitution and Government Code section 53730.01 authorize a health care district to impose and levy a special tax for specified purposes upon approval of two-thirds of the electorate voting on the measure;

WHEREAS, in the judgment of this Board of Directors ("Board"), following public hearing and comment, it is advisable to request that the Contra Costa County Registrar of Voters call a special election by all-mail ballot to submit to the District voters the question whether the District shall levy a special tax for the purposes set forth herein.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

- 1. Special Tax.** The District hereby proposes to adopt a special tax that it will use to ensure continued local access to emergency room care, acute hospital care and other medical services for residents of the District and visitors to the area. Revenues raised by this tax will only be used to defray operating expenses, capital improvement expenditures and debt repayment to accomplish the foregoing purposes. In the event of permanent closure of Doctors Medical Center and its Emergency Room, this parcel tax will expire and the District will thereafter promptly cease imposition and collection of the tax authorized herein.
- 2. Order of Election.** Pursuant to Elections Code Section 4108, the Board does hereby call a special election on May 6, 2014, by all-mail ballots, on the measure set forth in Paragraph 4.
- 3. Full Ballot Text.** The Board hereby approves and adopts the full text for the ballot set forth in Exhibit A, attached hereto and incorporated herein.
- 4. Abbreviated Ballot Form.** The District hereby approves and adopts the abbreviated ballot form of the measure as follows:

"To maintain local emergency room care and continue to provide critical medical services, such as intensive care, care for heart attacks, emergency respiratory care and cancer

treatment, shall the West Contra Costa Healthcare District be authorized to levy an annual special tax of fourteen cents per square foot of building area per parcel, with annual audits by an independent oversight committee?"

**5. Tax Levy.** The tax shall take effect on July 1, 2014 and shall be assessed against each taxable parcel of land within the District at an amount equal to fourteen cents per square foot of total building area, excluding residential car ports, on each parcel of taxable property within the District. "Taxable parcel" means any unit of real property in the District that appears on the annual secured Contra Costa County property tax roll. The District shall provide the Contra Costa County Treasurer-Tax Collector a report indicating the parcel number and amount of tax for each parcel of taxable real property. The number of square feet of total building area, excluding residential car ports, on taxable real property shall be obtained from the Contra Costa County Tax Assessor. If that information is missing from the tax assessor's records, the number of square feet of total building area, excluding residential car ports, shall be based upon the records of the building department for the applicable jurisdiction.

**6. Method of collection.** The tax shall be collected by the Contra Costa County Tax Collector at the same time, in the same manner and subject to the same penalties as *ad valorem* property taxes collected by the Treasurer-Tax Collector. Unpaid taxes shall bear interest at the same rate as the rate for unpaid *ad valorem* property taxes until paid. The collection of the parcel tax shall not decrease the funds available from other sources of the District in any period from the effective date hereof.

**7. Request to Registrar of Voters.** The District requests that the Registrar of Voters take all steps necessary to hold the election by all-mail ballot pursuant to Division 4 of the Elections Code (commencing with Section 4000). The District also requests that the Registrar of Voters reprint the full text for the ballot, set forth in Exhibit A, in the voter information pamphlet to be distributed to voters.

**8. Ballot Argument in Favor.** The Chair of this Board or his designees are hereby authorized to prepare and file with the Registrar of Voters a ballot argument in favor of the tax measure, or act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument, each within the time established by the Registrar of Voters, which shall be considered the official ballot arguments of this Board as sponsor of the measure.

**9. Official Actions.** The Chair of the Board or his designees are hereby authorized to execute any other document and to perform all acts necessary to place the tax measure on the ballot, including making alterations in the ballot language stated in Exhibit A and Paragraph 4 hereto, and to comply with requirements of law and election officials. The Board shall establish an independent citizens' oversight committee to review annual audits and thereupon report to the public and the Board on the expenditure of tax proceeds.

**10. Cost of Election.** The District shall bear the cost of the election.

**11. Appropriations Limit.** The Board hereby proposes to increase its appropriations limit under Article XIII B of the California Constitution in an amount equal to the amount of proceeds of taxes for the first year the parcel tax is imposed.

**12. Approval by Voters.** The District shall levy the tax upon approval of two-thirds of the

votes cast by voters voting upon the measure.

**13. Authority for Election.** The authority for ordering this election is contained in Section 4 of Article XIII A of the California Constitution and Government Code sections 53730.01 and 50075 et seq. The authority for holding an all-mail ballot election is contained in Section 4000 of the Elections Code. The Board hereby authorizes the use of mailed ballots for this election.

**ADOPTED, SIGNED and APPROVED** by the Board of Directors of West Contra Costa Healthcare District on the 29th day of January 2014, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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**Eric Zell, Chair of the Board of Directors**

**Attest:**

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**Nancy Casazza, Secretary of the Board of Directors**

Exhibit A

**FULL TEXT OF BALLOT MEASURE**

**WEST CONTRA COSTA HEALTHCARE DISTRICT PARCEL TAX FOR EMERGENCY ROOM CARE, ACUTE HOSPITAL CARE AND OTHER MEDICAL SERVICES**

The West Contra Costa Healthcare District will levy a special tax on each taxable parcel of land within the District at an annual amount equal to fourteen cents per square foot of total building area on each parcel of taxable property within the District.

Taxable parcels are those parcels that appear on the annual secured Contra Costa County property tax roll.

The purpose of this parcel tax will be to ensure continued local access to emergency room care, acute hospital care and other medical services for residents of the District and visitors to the area. The revenues raised by this special tax will only be used to defray operating expenses, capital improvement expenditures and debt repayment to accomplish the foregoing purposes. In the event of permanent closure of Doctors Medical Center and its Emergency Room, this parcel tax will expire and the District will thereafter promptly cease imposition and collection of the tax authorized herein.

The District's appropriations limit will be increased by the amount of this voter-approved tax.

The special tax revenues shall be deposited into a separate account held by the Contra Costa County Treasurer, in accordance with Government Code Section 50075.1, and shall be expended solely for the above-stated purpose and according to a plan developed annually by the District staff and approved and adopted by the District's Board of Directors. An independent citizens' oversight committee will review annual audits and thereupon report to the public and the Board on the expenditure of tax proceeds.

The District will cause to be filed an annual report with its Board of Directors, which report shall include the amount of special tax revenues collected and expended, and which shall otherwise comply with the accountability measures established in Government Code Sections 50075.1 *et seq.*



**APPROVAL OF RESOLUTION AND  
TERMS OF AGREEMENT FOR LEASE  
TERMS BETWEEN WCCHD AND  
LYTTON RANCHERIA OF CALIFORNIA**

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**TAB 6**

**WEST CONTRA COSTA HEALTHCARE DISTRICT**

**RESOLUTION NO. 2014-02**

**RESOLUTION AUTHORIZING AND DIRECTING EXECUTION OF  
AGREEMENT FOR PURCHASE AND SALE OF EASEMENT,  
AND DIRECTING CERTAIN  
ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Directors (the "Board") of the West Contra Costa Healthcare District, Contra Costa County, California (the "District"), as follows:

WHEREAS, pursuant to Section 32121 (c) of the California Health and Safety Code, the District has the power to buy and sell interests, including leaseholds and easements, in real property;

WHEREAS, the Lytton Rancheria of California, a federally recognized Indian tribe, a Tribal Government ("LRC"), which owns and operates a casino adjacent to the south east of the District's hospital campus, has offered to purchase for Five Million Dollars (\$5,000,000) an easement for a period of time to use a portion of the District's hospital campus adjacent to LRC's property for use as a parking lot for its casino, in accordance with the terms and conditions set forth in that certain Term Sheet for Parking Lot Easement attached to this resolution as Attachment 1;

WHEREAS, LRC's purchase of the parking lot easement, which includes payment of the full amount of the purchase price up front in a lump sum, permits the District to meet certain of its financial obligations that it would not be able to otherwise meet in a timely fashion;

WHEREAS, members of the Board have reviewed the attached term sheet with the aid of its management;

WHEREAS, the Board has considered whether the easement requested by LRC requires treatment as a subdivision under state or local law;

WHEREAS, the Board has considered whether the easement and its use by LRC requires consideration under the California Environmental Quality Act;

NOW, THEREFORE, the Board of Directors hereby DECLARES and ORDERS, as follows:

1. The Board of Directors of the West Contra Costa Healthcare District hereby approves the proposed parking lot easement purchase and sale with LRC and hereby directs and authorizes the District's Chief Executive Officer to execute an agreement therefor and a

recordable easement document, each of which incorporates the terms and conditions set forth in the term sheet attached to this resolution as Attachment 1, and otherwise contains such terms and conditions that are consistent therewith and are deemed in the Chief Executive Officer's judgment to be reasonable and necessary to effectuate the transaction.

2. All actions heretofore taken by the officers and agents of the District with respect to the execution, delivery and purchase and sale of the parking lot easement are hereby approved, confirmed and ratified.

3. The Chief Executive Officer is authorized to take such other steps and do such acts and things, all as in her judgment may be necessary, appropriate or desirable on behalf of and in the name of the District to carry out, observe and perform and enforce the performance by others of, and comply with, the terms and provisions of the proposed agreement for the parking lot easement purchase and sale with LRC, and to consummate the transactions therein contemplated.

4. The Board finds that granting of the easement is exempt from subdivision regulation, and no tentative map, parcel map or final map is required, as authorized by California Government Code section 66428(a)(2) and City of San Pablo Municipal Code section 16.02.060.B.2.

5. The Board finds that granting of the easement and proposed use of the District's property by LRC are exempt from the need for consideration under Public Resources Code section 21000 et seq., the California Environmental Quality Act ("CEQA"), pursuant to Section 15301 of California Code of Regulations Title 14, Chapter 3, the CEQA Guidelines, as they involve continued use of an existing parking area that will not have a significant effect on the environment. The Board authorizes and directs the Chief Executive Officer to file a notice of exemption pursuant to CEQA Guidelines section 15062 with the County Clerk of Contra Costa County.

6. This Resolution shall take effect upon its adoption by this Board.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of January, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Eric Zell, Chair of the Board of Directors  
West Contra Costa Healthcare District

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Nancy Casazza, Secretary of the Board of Directors  
West Contra Costa Healthcare District

### Secretary's Certification

I, the undersigned Secretary of the West Contra Costa Healthcare District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the District at a meeting thereof held on the 29<sup>th</sup> day of January, 2014.

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Nancy Casazza, Secretary of the Board of Directors  
West Contra Costa Healthcare District

**TERM SHEET FOR PARKING LOT EASEMENT  
BY AND BETWEEN DOCTORS MEDICAL CENTER, SAN PABLO  
AND LYTTON RANCHERIA OF CALIFORNIA**

This term sheet contains the material terms and conditions of a proposed agreement between Doctors Medical Center (“DMC”) and Lytton Rancheria of California, a federally recognized Indian tribe, a Tribal Government (“LRC”) pursuant to which DMC would grant to LRC an easement for the use of the portion of DMC’s hospital campus adjacent to LRC’s property for parking for LRC’s casino (the “Easement”). This term sheet does not contain all of the terms, conditions, and provisions that would be set forth in the Agreement and Grant (as defined below) and does not bind the parties. Only upon the parties’ execution of the Agreement would the parties be bound by any of the terms in this term sheet, as they were included and documented in the Agreement and Grant.

1. Documentation: The parties would enter into an Agreement for Purchase and Sale of Easement (“Agreement”), which would contain those terms of their deal that the parties do not want to be part of a recorded easement document, and the actual grant of the Easement will be documented in a Grant of Easement (“Grant”), which will be an exhibit to the Agreement, recorded in the Contra Costa County Official Records, and contain additional terms and conditions that are appropriate for the recorded document.

2. The Easement: The Easement would be for the exclusive use by LRC of a portion of the DMC hospital campus for parking for its casino that is on land adjacent to and east of the DMC hospital campus, for other uses reasonably related thereto, but for no other purpose without DMC’s prior written consent, which DMC may withhold, condition or delay in its sole discretion. The portion of the DMC campus that would be subject to the Easement will include generally all parking spaces east of the Cancer Center and the back side of the hospital, but not any portion of the roadway/driveway directly in front of the Cancer Center or in back of the hospital; the exact dimensions of the portion of the DMC campus that would be subject to the Easement (the “Easement Parcel”) shall be determined by the parties and an appropriate legal description/depiction shall be attached to the Grant and the Agreement as an exhibit. The parties anticipate that LRC will be able to reconfigure the Easement Parcel so that it will contain approximately 230 parking spaces.

3. Term of Easement: The Easement would have a term of twenty (20) years, beginning on the date that LRC obtains all approvals, permits and entitlements for the reconfiguration/its use of the parking lot. DMC may terminate the Easement early, at any time after the fifth (5<sup>th</sup>) anniversary of the recording of the Grant, in its sole discretion, by giving LRC at least one (1) year prior written notice of such termination and re-paying to LRC the portion/percentage of the Easement Price (as defined in Paragraph 4 below) that relates to the unexpired 20-year Easement term as of the effective date of the early termination, plus the same percentage of LRC’s other costs and expenses incurred in connection with the permitting, approval and initial re-configuration/alteration/preparation of the parking lot for LRC’s use.

4. Easement Price: LRC would pay DMC Five Million Dollars (\$5,000,000) (the "Easement Price") on the date of recording of the Grant (the recording of the Grant and payment of the Easement Price will be handled through an escrow).

5. Preparation of Easement Parcel for LRC's Use: LRC shall be solely responsible, at its own cost and expense, for applying for, processing and obtaining all approvals, permits and entitlements for LRC's reconfiguration and use of the Easement Parcel (collectively, the "Permits"). DMC, as the landowner, shall reasonably cooperate with LRC in such efforts and shall have the right to review and approve all plans, drawings, documentation and/or other submissions by LRC with respect to the Permits, which approval DMC shall not unreasonably withhold, condition or delay. The Permits must provide for an entrance gate to the Easement Parcel from LRC's adjacent property through the existing fencing between the two properties, for parking only on the surface of the Easement Parcel (no underground or multi-level above-ground parking shall be allowed), for appropriate fencing or other borders between the Easement Parcel and the remainder of the DMC hospital campus (with a gate as necessary to provide DMC with the access it needs to the Easement Parcel from its remaining property, as outlined in more detail below), and that any changes to the existing lighting shall not unreasonably and adversely affect DMC's use of the remainder of the hospital campus and/or disrupt patient care in the hospital facilities; provided, however, that the existing lighting is fine/does not violate the above-recited standard and even given that it will be left on all night by LRC. Regardless of the provisions of the Permits, LRC shall have the right to fence off the Easement Area from the remainder of the DMC hospital campus, provided that there is at least one gate therein, to be locked at all times except as when necessary to give DMC access as needed to the Water Tank and/or Oxygen Tanks.

6. Restoration of Easement Parcel on Termination/Expiration of the Easement: Upon expiration or earlier termination of the Easement, LRC shall remove all fencing/borders from between the Easement Parcel and the remainder of the hospital campus and remove the entrance gate to the Easement Parcel and restore the fencing between LRC's property and the Easement Parcel/hospital campus. Unless requested by DMC in writing when it approves the Permits, LRC shall have no obligation to reconfigure the parking within the Easement Parcel or restore same to the configuration in place prior to the Grant of the Easement; provided, however, that LRC must return the parking lot/Easement Parcel to DMC in good usable condition, normal wear and tear excepted and subject to LRC's maintenance and repair obligations.

7. Maintenance and Repair: LRC would be solely responsible for the maintenance and repair of all improvements within the Easement Parcel (except for the Water Tank and associated piping, as defined in Paragraph 9 below) and for keeping the parking lot in good working order and repair.

8. Utilities: DMC would provide to LRC all utilities (electricity and water) needed for operation of the parking lot through the utilities facilities currently in place. LRC would pay to DMC the full cost thereof, for which DMC would have the right to invoice LRC on a monthly basis. If separate metering of LRC's utilities use is not feasible, then the parties would negotiate in good faith to determine a reasonable monthly charge for LRC's utilities use.

9. Water Tank: The blue water tank in the northwest region of the Easement Parcel supplies well water to DMC's hospital facilities. The Easement shall be subject to, and any reconfiguration of the parking on the Easement Parcel must afford DMC, adequate ingress/egress/access to the water tank, the associated electric panel, the surrounding area inside the concrete berm, and all underground pipes within the Easement Parcel that carry the water to the hospital facilities (collectively, the "Water Tank") for all purposes needed in connection therewith, and DMC would have the right to access the Water Tank for daily readings/inspections, routine maintenance (including regular scheduled maintenance lasting up to a full day at least once a calendar quarter, which DMC shall schedule with LRC) and in emergencies. Such access includes the right to bring in and operate any vehicles and equipment necessary for the maintenance and repair of the Water Tank, including any exaction necessary to service, maintain or replace the pipes. DMC would be solely responsible for the maintenance, repair and replacement of the Water Tank. The parties agree to explore the possibility of providing needed access to the Water Tank via LRC's property.

10. Oxygen Tanks: Immediately adjacent to the Easement Parcel are two liquid oxygen storage tanks and related improvements (the "Oxygen Tanks"). The Easement would be subject to, and any reconfiguration of the parking on the Easement Parcel must afford DMC, adequate ingress/egress/access to the Oxygen Tanks via the Easement Parcel, for the purposes of maintenance and re-filling thereof. Such access over the Easement Parcel to the Oxygen Tanks must provide adequate space for large liquid oxygen trucks to access the space near the Oxygen Tanks as needed for re-filling same. The parties agree to explore the possibility of providing needed access to the Oxygen Tanks via LRC's property.

11. Groundkeepers' House: Adjacent to the southern edge of the Easement Parcel is DMC's groundkeepers' house and two parking places to the left thereof. The Easement would be subject to, and any reconfiguration of the parking on the Easement Parcel must afford DMC, adequate ingress/egress/access to the groundkeepers' house and the two adjacent parking spaces.

12. Parking of Temporary Trailers. DMC has certain medical services providers which provide their services in large temporary trailers that park in spaces outside the Easement Area, but that need some of the space within the Easement Area to maneuver in and out of the space on which they park. Accordingly, the Easement would be subject to, and any reconfiguration of the parking on the Easement Parcel must afford DMC, adequate ingress/egress/access to the trailer parking spaces outside of the Easement Parcel, for the purposes of allowing the trailers to maneuver into and out of the trailer parking spaces. Such access over the Easement Parcel must provide adequate space for large trailers to access the trailer parking spaces.

13. Indemnities: LRC would indemnify and defend DMC from and against all claims, etc., arising out of or related to LRC's use and occupancy of the Easement Parcel pursuant to the Easement, except to the extent such claims, etc., are caused by DMC or its employees, agents, contractors, invitees, etc. DMC would indemnify and defend LRC from and against all claims, etc., arising out of or related to DMC's activities on the Easement Parcel during the term of the Easement, except to the extent such claims, etc., are caused by DMC or its employees, agents, contractors, invitees, etc.

14. Insurance: LRC would be obligated to obtain and maintain the following insurance covering LRC's and its employees, agents, contractors, and invitees' activities on and use of the Easement Parcel: (1) General Liability; and (2) Property Damage. Any other insurance and specifications regarding required minimum coverage amounts and limits on deductibles/self-insured retentions to come from LRC.

15. Dispute Resolution/Enforcement: The parties would agree to submit all disputes between them arising out of, related to, or in connection with the Easement, Easement Parcel, Agreement and/or Grant to binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, as same may be amended from time to time. LRC would agree to waive its sovereign immunity with respect to any such arbitration and waive its sovereign immunity and subject itself to the jurisdiction of the courts of the State of California and the United States, but only for the limited purposes of DMC enforcing (1) the obligation to arbitrate all disputes as set forth above and (2) the decision/judgment of the arbitrator(s) and any resulting judgment thereon registered with such courts for the purpose of enforcement thereof.

16. Non-Binding Expression of Interest in LRC Purchasing the Hospital Property: The Agreement would include a non-binding expression of interest by LRC in a purchase of the entire hospital property from DMC, coupled with a gift for the development of a new hospital thereon (the specifics of this language to be worked out by the parties).