

COST SHARING AGREEMENT

This Cost Sharing Agreement (this “Agreement”) is made by and between the County of Sonoma, a political subdivision of the State of California (“Sonoma”) and the County of Lake, a political subdivision of the State of California (“Lake”) (jointly, the “parties” and individually a “party”), with reference to the following facts:

A. Sonoma has prepared, through its consultant, a compilation of data related to the value of certain parcels of real property and associated geothermal power plant facilities, commonly known as “The Geysers,” for the 2018-2019 tax year (the “Data”). Sonoma intends to use the Data to appraise The Geysers for property tax purposes.

B. The Data is also relevant to Lake’s appraisal of The Geysers. Lake therefore desires to use the Data, and Sonoma has agreed to share the Data with Lake on the terms and conditions set forth below.

1. Use of Data. Sonoma grants to Lake a non-exclusive, non-revocable license to use the Data for the purpose of appraising The Geysers and any other assessor-related purpose. Lake acknowledges that it does not own the Data, all of which remains the exclusive property of Sonoma

2. Payment. Lake shall pay Sonoma \$25,000 within ten (10) days of receipt of the Data. Such payment represents Lake’s share of Sonoma’s total cost of preparing the Data.

3. No Warranty. Lake acknowledges and agrees that it is not relying on any representations or warranties of any kind whatsoever from Sonoma as to the suitability of the Data for any appraisal or property tax assessment purpose.

4. Waiver. Lake waives any and all claims against Sonoma arising out of or relating to its use of the Data.

5. Confidentiality. Lake shall maintain the Data as confidential to the extent allowed by law in accordance with the requirements imposed on assessors under the Revenue and Taxation Code.

6. Entire Agreement; Modification. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions. This Agreement may not be modified except by written instrument executed and approved in the same manner as this Agreement.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates set forth below.

COUNTY OF SONOMA	COUNTY OF LAKE
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Date	Date