

This Agreement is effective MARCH 17, 2009, by and between GOLDEN RAIN FOUNDATION OF WALNUT CREEK, a California Corporation, hereinafter call LICENSOR and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT," LICENSOR is the owner of certain real property shown in green in Exhibit "A" attached hereto (the "Property"). DISTRICT desires to obtain LICENSOR's permission to use the Property and LICENSOR is willing to grant a license to use the property upon the terms and conditions contained herein. Now, therefore, the parties agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to DISTRICT, a nonexclusive license to enter the Property known as Assessor's Parcel No. 189-051-051 for the purpose of installation of and maintenance of a rain gauge monitor and related equipment (see Exhibit "B").
2. **Term.** The term of this Agreement shall be for the period commencing January 15, 2009, and ending, January 31, 2029. This license may be terminated early by either party following 90 days written notice.
3. **Use of Premises.** DISTRICT's use of premises shall be limited to installation of and maintenance of a rain gauge monitor and related equipment.
4. **Permits and Approvals.** DISTRICT shall be responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County Flood Control District of this use.
5. **Nonexclusive Right of Use.** The right to use these premises is nonexclusive. LICENSOR reserves the right to issue licenses to others for other purposes.
6. **Assignment - Subletting.** DISTRICT shall not assign or sublet DISTRICT's rights under this Agreement.
7. **Hold Harmless.** DISTRICT shall defend, indemnify, save and hold harmless the Licensor, its directors, officers, employees, agents and independent contractors from any and all claims, costs, losses, and liability for any damage, sickness, injury or death arising directly or indirectly from or connected with the use or operations of the DISTRICT, its agents, servants, employees, or contractors as a result of the exercise of the permission granted herein.

8. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. No alteration or variation of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.

RECOMMENDED FOR APPROVAL:
**CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

LICENSOR

By _____
Principal Real Property Agent

By _____

Accepted: MARCH 17, 2009
(Date of Board Approval)

Date _____
(Date signed by License)

By _____
CHAIR, BOARD OF SUPERVISORS

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF
AN ACTION TAKEN AND ENTERED ON MINUTES OF THE BOARD OF
SUPERVISORS ON THE DATE SHOWN.

ATTESTED: MARCH 17, 2009
DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS

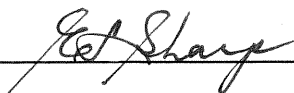
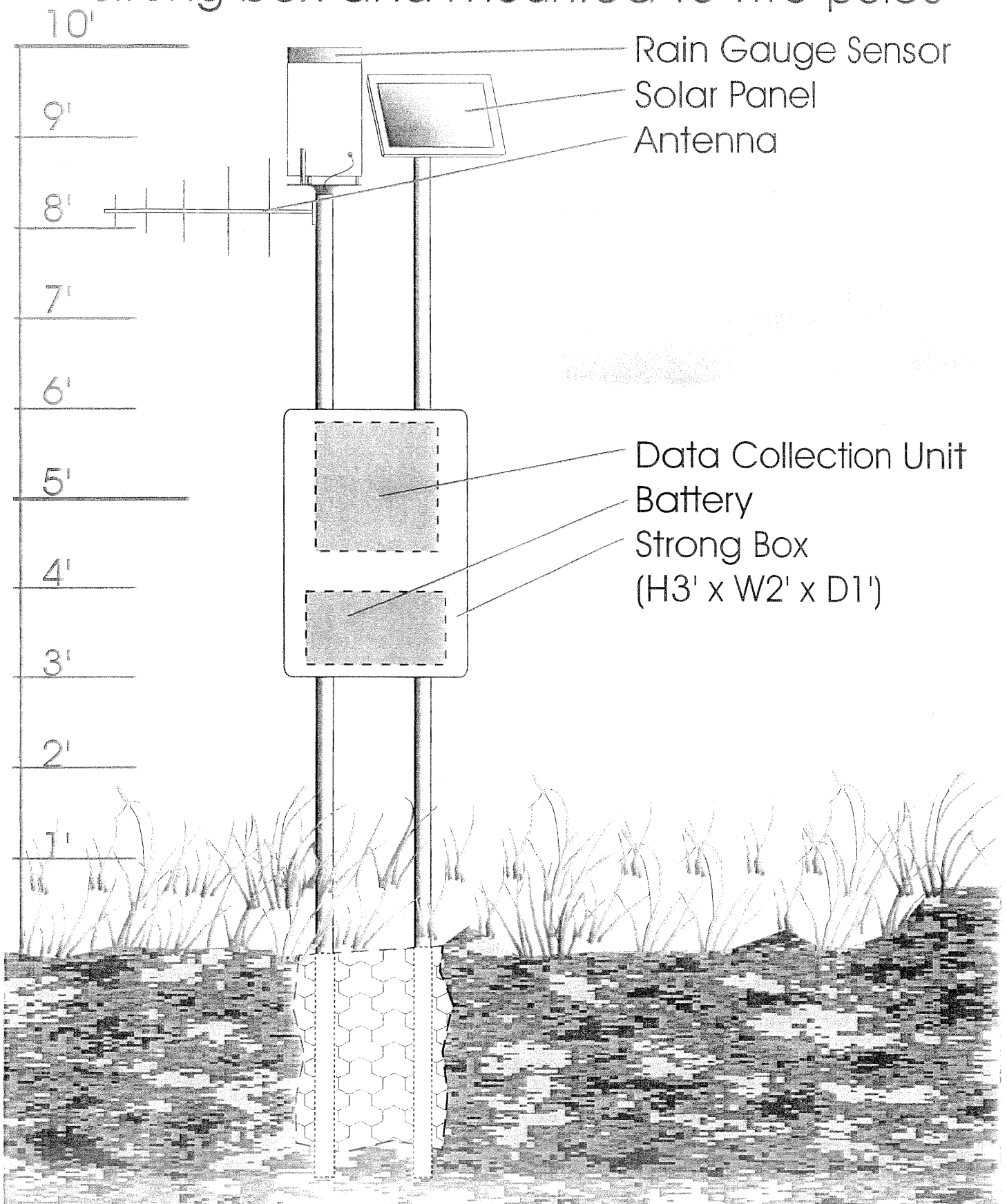
By _____, DEPUTY

EXHIBIT "A"

Rain gauge with main components in strong box and mounted to two poles





Proposed Location

Rockledge Dr

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