

**LICENSE AGREEMENT BETWEEN
CONTRA COSTA COUNTY FLOOD CONTROL DISTRICT
AND
EUNICE SHINOK KIM**

THIS LICENSE AGREEMENT, hereinafter called "License" is made and entered into this 27th day of August, 2007, by and between Contra Costa County Flood Control and Water Conservation District, a body corporate and politic of the State of California, hereinafter called "District" and Eunice Shinok Kim, hereinafter called "Licensee". Now therefore the parties hereby agree as follows:

1. EFFECTIVE DATE

This License is subject to approval of, and becomes effective (the "Effective Date") on the date it is approved by the County Board of Supervisors, in its capacity as Board of Commissioners of the District.

2. PURPOSE

District owns fee title to land that includes Grayson Creek in the unincorporated community of Pacheco, California, situated immediately west of Licensee's property commonly known as 5844 Pacheco Boulevard. The purpose of this License is to allow refuse pick-up trucks and trucks delivering goods to Licensee's tenants to use of the Licensed Premises for ingress and egress to 5844 Pacheco Boulevard.

3. GRANT OF LICENSE

Pursuant to the terms and conditions of this License, District hereby grants to Licensee, a nonexclusive license to use that portion of the District's property designated as Licensed Premises on Exhibit "A" attached hereto and incorporated herein and made a part hereof by this reference ("Licensed Premises"), for ingress and egress by refuse pick-up trucks and trucks delivering goods and merchandise to Licensee's tenants at 5844 Pacheco Boulevard, Pacheco. Except as necessary to accomplish the improvements required by Section 8, parking, garbage dumpsters and tallow bins are not allowed on the Licensed Premises. No other activity or use of the Licensed Premises is allowed except as defined in Sections 9 and 10.

This License is subject to any and all existing and future rights-of-way, reservations, franchises, easements and permits to use the Licensed Premises, regardless of who holds and same.

4. DISTRICT'S TITLE

Licensee hereby acknowledges District's fee title in and to the Licensed Premises and agrees never to assail or to resist said title. Licensee agrees that she has not acquired any rights or interest in the Licensed Premises, nor will she claim any right to the use of the Licensed Premises beyond those specifically granted in this License.

5. TERMINATION, REVOCABLE USE

It is understood and agreed that the rights granted to Licensee are temporary and revocable and shall under no circumstances become irrevocable. This License may be terminated or revoked by District for any reason or for no reason, with or without cause, upon thirty (30) days prior written notice to Licensee.

Licensee may terminate this License any time upon thirty (30) days prior written notice to District.

6. FEE

As consideration for this License, Licensee shall pay to District an annual fee of Four Thousand Five Hundred AND No/100 Dollars (\$4,500.00) upon execution of this License and annually thereafter, and continuing until this License is revoked or terminated. The License fee may be increased or decreased by District by providing thirty (30) days' written notice to Licensee.

All checks shall be made payable to Contra Costa County Flood Control and Water Conservation District, and shall be mailed to: Contra Costa County Flood Control and Water Conservation District, 255 Glacier Drive, Martinez, CA 94553, or as otherwise specified in writing by District. If this License is revoked or terminated prior to the end of the year in which the fee has been paid, a pro rata refund shall be paid to Licensee.

7. SUSPENSION OR LIMITATION OF USE

District shall have the right, in District's sole discretion, to suspend or to limit the use of the Licensed Premises without compensation to Licensee, for a reasonable period of time, as solely determined by District, for the protection of public safety or for the construction, installation, operation, maintenance, or repair of District's facilities on or near the Licensed Premises. Should such suspension or limitation be necessary, District shall endeavor to provide prior written notice to Licensee.

8. CONSTRUCTION OF IMPROVEMENTS

In order to prevent gravel on the District's property from entering the roadway (Center Avenue), Licensee shall pave the area of the street, and the area of the Licensed Premises immediately east of the sidewalk (which areas are designated "Area to be Asphalted " on Exhibit "A"), and extend the concrete driveway (area

designated "Driveway Conform" on Exhibit "A"). Licensee shall also install "No Parking" and "No Trespassing" signs along the north side of the Licensed Premises.

The asphalt paving, concrete extension, and signs are hereinafter collectively referred to as "Improvements". All Improvements shall be subject to the prior written approval by District. All costs for these Improvements shall be Licensee's sole responsibility unless otherwise agreed to in writing by District and Licensee.

Before commencing work on the Improvements, Licensee shall obtain an Encroachment Permit from Contra Costa County Public Works Department. Licensee shall be responsible for obtaining any other approval from any agency having jurisdiction. This License does not constitute governmental approval by Contra Costa County or District of any of Licensee's activities in connection with this License.

Licensee shall defend, indemnify, save, protect and hold harmless District, its officers, agents and employees, from all costs, claims, demands and liability arising out of any work performed, materials furnished or obligations incurred by Licensee upon the Licensed Premises.

9. MAINTENANCE AND LITTER

At all times during the term of this License, Licensee shall maintain the Licensed Premises, including the storm drain inlet in a clean, safe condition, free from waste, litter, and other items. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, animal waste, refuse, and trimmings. Licensee agrees to keep the Licensed Premises free from weeds and other vegetation, and to abate weeds to local fire district standards.

10. ROUTINE MAINTENANCE AND EMERGENCY REPAIRS OF IMPROVEMENTS

Licensee shall not be required to obtain Licensor's prior written approval for the performance of routine maintenance or emergency repairs on the Improvements. As used in this section, the term "routine maintenance" refers to work that does not alter the original condition of the Improvements as approved in writing by District, which work is required to prevent deterioration of said Improvements or are necessary to protect the safety of the public and others. Except in the case of emergency or routine maintenance, Licensee shall obtain District's prior written consent for any other maintenance or other operations on the Licensed Premises.

11. ENTRY AND INSPECTION

Licensee understands that District, its agents, and employees may enter and conduct activities on the Licensed Premises at any time.

12. INDEMNIFICATION

Licensee shall defend, save, protect and hold harmless District and its officers, agents and employees from any and all claims, costs, and liability for any damages, injury or death arising directly or indirectly from or connected with Licensee's use or occupancy of the Licensed Premises and shall reimburse District for any expenditures, including costs and attorneys' fees, District may make by reason of such matters and, if requested by District, will defend any such suits at the sole cost and expense of Licensee. Licensee's obligations under this section shall survive the termination or revocation of this License.

13. INSURANCE

Licensee shall, at no cost to the District, obtain and maintain during the entire duration of this License, the following insurance coverages:

- A. General Liability: Comprehensive General Liability insurance or Commercial General Liability insurance with minimum combined single-limit coverage of One Million and No/One Hundredths Dollars (\$1,000,000.00) for all claims and losses due to bodily injury or death to any person, or damage to property, including loss of use thereof arising out of each accident or occurrence. Such insurance shall name the District and its officers, agents and employees as additional insured. Such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by District, its officers, agents and employees, shall be excess only and not contributing with the insurance required under this paragraph.
- B. Worker's Compensation: Worker's Compensation insurance as required by law.
- C. Evidence of Coverage: All coverage shall provide for thirty (30) days written notice to the District of cancellation or lapse. A Certificate of Insurance for each of the policies hereunder required, indicating the name and telephone number of the insurance agent most responsible for the insurance policy and evidencing such coverage, shall be furnished to the District prior to the Effective Date of this License.

14. NOTICE

All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered, or

- A. Deposited in the mail, first class mail, postage prepaid;
- B. Deposited in the mail, certified mail, postage prepaid, return receipt requested;

C. Delivered to a nationally recognized courier service for delivery,
addressed as follows or to such other addresses as the parties may designate:

District: Contra Costa County Flood Control
and Water Conservation District
255 Glacier Drive
Attn: Deputy Director, Flood Control
Martinez, CA 94553
(925) 313-2270

Licensee: Eunice Shinok Kim
8183 Hyannisport Drive
Cupertino, CA 95014
(408) 996-0918

Courtesy Copy to Licensee's Agent:
Shalen Sandhu
Vice President-Property Management
Stephens Property Management
SPM Properties, Inc.
1655 North Main Street, Suite 250
Walnut Creek, CA 94596
(925)930-7760

15. COMPLAINE WITH LAWS, WASTE, HAZARDOUS MATERIALS

Licensee, at her sole cost and expense, shall comply with all applicable laws, regulations, rules, and other requirements, with respect to the use of the Licensed Premises, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request of District.

Licensee shall not, and shall ensure that no other persons are allowed to store or dispose of any Hazardous Materials on the Licensed Premises. The term "Hazardous Materials" shall mean any hazardous or toxic substance, hazardous or radioactive material, hazardous waste, pollutant or contaminant at any concentration that is, or during the term of this License becomes, regulated by any local or regional government authority having jurisdiction over the Licensed Premises, by the State of California, or by the United States.

16. DEFAULT

In the event of Licensee's breach of any of the covenants or conditions herein, District may revoke the License upon five (5) days written notice to Licensee. Licensee defaults shall include, but shall not be limited to, failure to pay all fees

when due, failure to carry proper insurance, failure to properly maintain the Licensed Premises, or to comply with any other term or condition of this License.

17. ASSIGNMENT AND SUBLETTING

Licensee not shall have any right to assign or sublicense her rights hereunder.

18. SUCCESSORS AND ASSIGNS

Subject to Section 21, this License and each and all of the covenants contained herein shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

19. ENTIRE LICENSE

It is understood that this document contains the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, of any nature regarding the rights hereby granted are superseded by this License and are hereby abrogated and nullified.

20. NON-WAIVER OF BREACHES

District's failure to insist, in any one or more instances, upon strict performance of any of the terms or conditions of this License shall not be considered as a waiver of any subsequent breach as to the same or any other term or condition, but the same shall continue and remain in full force and effect. No waiver of any of the provisions of this License shall be effective unless in writing expressly acknowledging the waiver and signed by District.

21. NO MODIFICATION

This License may be modified or amended only by writing signed by both parties.

22. No Third-Party Beneficiaries

Nothing in this License, express or implied, is intended to confer on any person, other than District and Licensee any rights under or by reason of this License.


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23. NO WARRANTIES

District makes no warranties to Licensee regarding the Licensed Premises.

DISTRICT:
CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

LICENSEE:
Eunice Shinok Kim

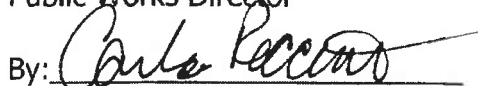
By: 
Maurice Shiu
Chief Engineer


By: 
Eunice Shinok Kim

Date: 10/2/07


Date: 8/30/2007

RECOMMENDED FOR APPROVAL:
MAURICE SHIU
Public Works Director

By: 
Carla Peccianti
Senior Real Property Agent

By: 
Karen Laws
Principal Real Property Agent

APPROVED AS TO FORM:
Silvano B. Marchesi
County Counsel

By: 
Lillian T. Fujii
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

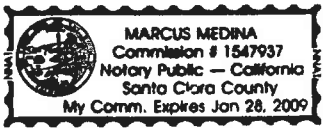
On 8th September 2007 before me, Marcus Medina, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Eunice Shinok Kim
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Marcus Medina
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: License Agreement Between Contra Costa County Flood Control District and Eunice Shinok Kim

Document Date: August 27 2007 Number of Pages: 7

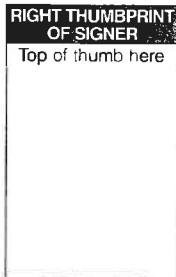
Signer(s) Other Than Named Above: Maurice Shiu, Carla Pecciant, Karen Laws, Lillian T. Fujii

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

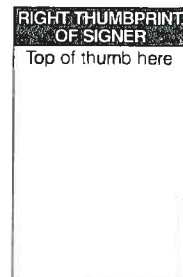


EXHIBIT "A"

CENTER AVE

Areas to be
Asphalted

Driveway
Conform

District
Property

Licensee
Property

Licensed
Premises

25075803

25077008

25077007

25076002

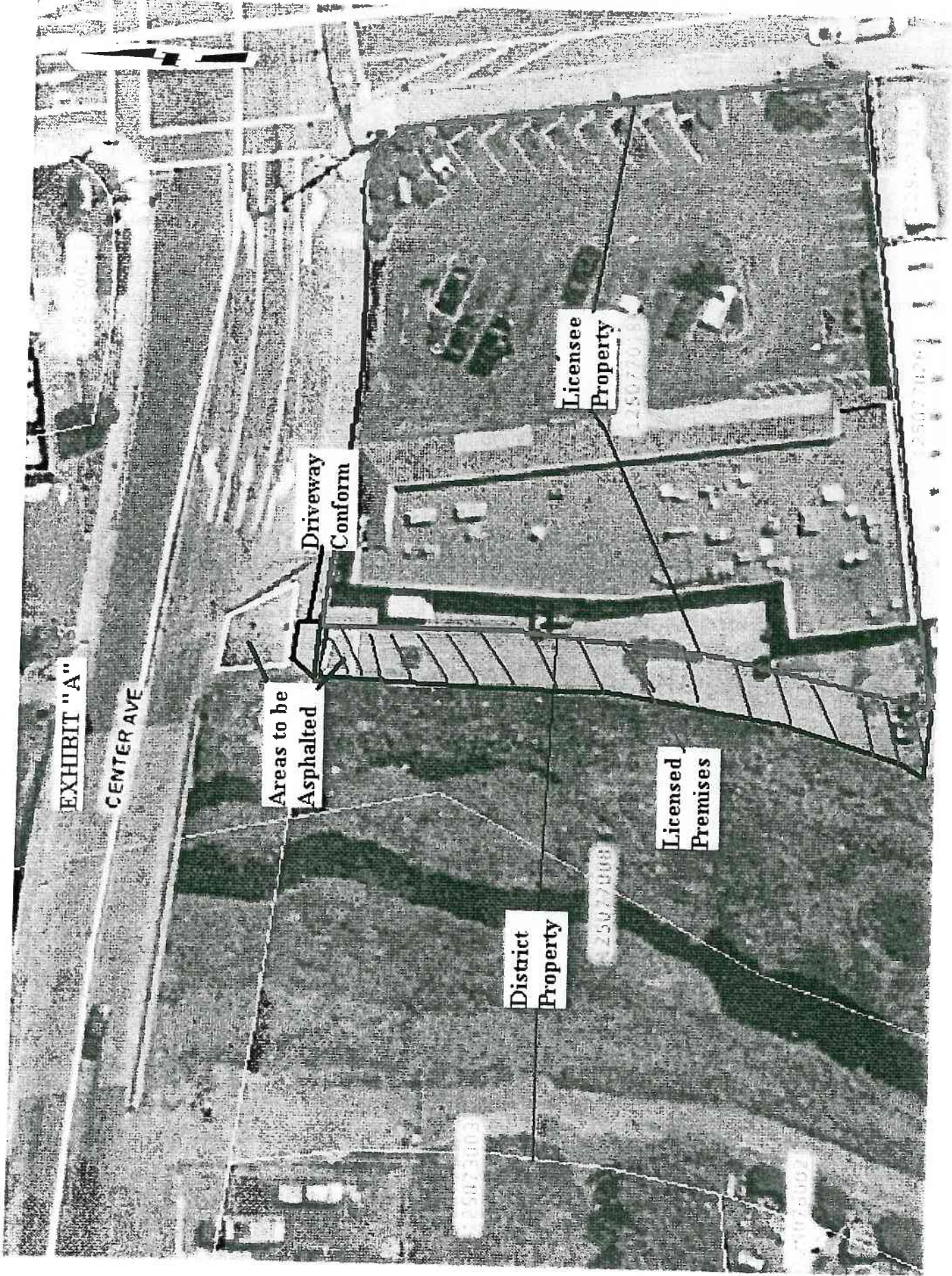


EXHIBIT "A"

CENTER AVE

Areas to be
Asphalted

Driveway
Conform

District
Property

Licensee
Property

Licensed
Premises

25130020

25073003

25077008

25077018

25075002

25077026

25077024

