

**SIXTH AMENDMENT TO LICENSE**  
**between**  
**CONTRA COSTA COUNTY**  
**and the**  
**EAST BAY REGIONAL PARK DISTRICT**  
**for the**  
**SAN RAMON VALLEY TRAIL**  
**(Not to be Recorded)**

- A. **Effective Date and Parties:** Effective \_\_\_\_\_, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California, hereinafter called "**Licensors**," and the EAST BAY REGIONAL PARK DISTRICT, a California special district, hereinafter called "**Licensee**," mutually agree as follows:
- B. **Purpose:** In 1986, Licensors and Licensee entered into a License ("**License**") entitled LICENSE-SAN RAMON VALLEY TRAIL, covering the use and maintenance of a public trail, better known as the Iron Horse Trail, for the passage of pedestrians, equestrians and bicycles and other non-motorized vehicles only, together with the necessary appurtenances thereto, located on a portion of that land referred to in the original License as the "former Southern Pacific Right of Way" and currently referred to by Licensors as the Iron Horse Corridor ("IHC") between Stone Valley Road and Linda Mesa Avenue in the Alamo-Danville area of Contra Costa County. The original License has been amended five times. Generally, the First and Second Amendments added additional areas to the property subject to the License and extended the limits of the "Trail" (defined in section C below); the Third Amendment recognized and affirmed the Contra Costa County Flood Control and Water Conservation District's prior rights in the IHC; the Fourth Amendment gave Licensee authority to add eleven (11) paved driveway sections to the Trail and to realign the Trail at two (2) points; and the Fifth Amendment added an additional area to the property subject to the License between Hookston Road and Mayhew Drive in the City of Pleasant Hill, CA and provided for Licensee's construction of the Trail on the added property.

The primary purpose of this Sixth Amendment to License ("Sixth Amendment") is to add two (2) additional areas to the property subject to the License for use as staging areas by users of the Trail.

- C. **Amendment to License:** This License shall be amended as follows:
- 1) **Section 1. (Definitions)**, as previously amended, is deleted in its entirety and replaced with the following language:  
  
"As used in this License, the "**Property**" shall refer to 1) all of the previous areas included in the original License, 2) all of the areas added by amendments to the License entered into prior to the date the Sixth Amendment to License was executed, and 3) the "Staging Areas" which shall refer to two (2) areas in Alamo, one (1) located at Rudgear Road and one (1) located at Stone Valley Road in the IHC as shown on Exhibits "A" and "B" which Exhibits are attached to this Sixth Amendment and made a part hereof.

As used in this License, the "Trail" shall refer to a 20-foot wide area that may include, subject to Licensor's prior written approval and inspection as provided in Section 10. Approval and Inspection of Work herein, an existing rock, asphalt, or concrete path, shoulders, equestrian trail, signs, drainage facilities, barrier fencing or walls. Additionally, the "Trail" shall include the eleven (11) paved driveway sections which are situated on and adjacent to the 20-foot wide area mentioned above, at points where the Trail intersects the following streets: Cervato Drive, Hemme Avenue, Hartford Road, Paraiso Drive, El Capitan Road, and Greenbrook Drive. The location of the Trail shall be identified as follows:

Trail Limits	Location of Centerline of 20-foot Wide Trail Area
Walden Road to 1000 feet north of Ygnacio Valley Road	10 feet from east P.L.
1000 feet north of Ygnacio Road to Ygnacio Valley Road	To be determined.*
Ygnacio Valley Road to 300 feet south of Ygnacio Valley Road	10 feet from west P.L.
300 feet south of Ygnacio Valley Road to 625 feet south of Ygnacio Valley Road	To be determined.*
625 feet south of Ygnacio Valley Road to 1200 feet south of Ygnacio Valley Road	10 feet from west P.L.
1200 feet south of Ygnacio Valley Road to Mt. Diablo Boulevard	10 feet from east wall of San Ramon Creek flood control channel.*
Mt. Diablo Boulevard to Newell Avenue	10 feet from west wall of San Ramon Creek flood control channel.*
Newell Avenue to 400 feet north of Rudgear Road	10 feet from west P.L.*
400 feet north of Rudgear Road to 2500 feet south of Danville Boulevard/Rudgear Road intersection	To be determined.*
2500 feet south of Danville Boulevard/Rudgear Road intersection to Hillgrade Avenue	62 feet from east P.L.
Hillgrade Avenue to Livorna Road West	Center of right of way.

Livorna Road West to Stone Valley Road	62 feet from east P.L.
Stone Valley Road to West Prospect Avenue	Center of right of way.
West Prospect Avenue to San Ramon Valley Boulevard	Within County Easement.
San Ramon Valley Boulevard to a point 64 feet east of San Ramon Valley Boulevard	30 feet from east P.L. to 14 feet from east P.L.
64 feet east of San Ramon Valley Boulevard to a point 130 feet north of Sycamore Valley Road	14 feet from east P.L.
130 feet north of Sycamore Valley Road to a point 66 feet north of Sycamore Valley Road	14 feet from east P.L. to a point on west P.L. 66 feet north of Sycamore Valley Road.
66 feet north of Sycamore Valley Road to Sycamore Valley Road	Trail located on Town of Danville property.
Sycamore Valley Boulevard to 500 feet south of Greenbrook Drive	22 feet from east P.L.
500 feet south of Greenbrook Drive to 200 feet south of San Ramon Creek	Centerline of right of way.
200 feet south of San Ramon Creek to 1700 feet north of Fostoria Road	16 feet from west P.L.
1700 feet north of Fostoria Road to Norris Canyon Road	To be determined.*
Norris Canyon Road to Bollinger Canyon Road	16 feet from west P.L.
Bollinger Canyon Road to the Alameda/Contra Costa County Line	To be determined.*
Hookston Road to Mayhew Drive	To be determined.*

\*Licensor will determine the location of the centerline of the Trail for this segment upon inspection at a later date. However, such location shall be deemed to be temporary only, since future use of the Property for transit or other purposes will require relocation of the Trail.

The description of the Trail stated herein is a general one only, and Licensor reserves the right, in its sole discretion at any time, to substitute a more specific description for the Trail or any portion of the Trail."

- 2) **Section 4. (Primary Use of Property)**, as previously amended, is deleted in its entirety and replaced with the following language:

"The Property consists of a corridor which Licensor is in the process of developing for transportation, utility, and other purposes. Underground utility

facilities are already in place and it is anticipated that, in the future, a mass transportation system and additional utility facilities will be constructed or installed on the Property. Any and all rights granted or implied by this License shall be subordinated to the uses just mentioned, as well as to other uses of the Property made or permitted by Licensor.

Licensee acknowledges that the uses just described constitute the primary use of the Property and that Licensee's use of the Property pursuant to this License is secondary and subordinate to said primary uses. Licensee shall not, at any time, use or permit the public to use the Property in any manner that will interfere with or impair said primary uses of the Property or the use of the Property by "Co-users" as defined below. All rights granted to Licensee hereunder are subject and subordinate to all existing and future rights, rights of way, reservations, franchises, easements and licenses in the Property, regardless of who holds the same (collectively referred to herein as "Co-users"), including Licensor's right to use the Property for emergency vehicle access, installation of fencing or walls or any other purpose."

- 3) **Section 7. (Maintenance and Litter)**, as previously amended, is further amended and restated in its entirety as follows:

"During the term of this License, Licensee shall maintain the Property, including the Trail, in a clean, safe and presentable condition, free from waste, litter, and other items incidental to Trail use and left by parties other than Licensor and its permittees. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, refuse, dead animals, trimmings and other items that detract from the neat and tidy appearance of the Property.

Upon execution of this Sixth Amendment, Licensee shall also maintain the asphalt parking lots, concrete aprons, curbs, cement path, bollards, trash cans, fences, wheel stops, "mutt mitt" stations, pavement striping or stencils, gates, information signs, and information panels located on the Staging Areas and Trail as specifically set forth in Exhibits "A" and "B".

In addition, Licensee is responsible for vegetation management in the wetland area between Norris Canyon Road and Bollinger Canyon Road. The wetland area is shown as an "18-foot wide channel" on Exhibit "C" which is attached hereto and made a part hereof. Licensee shall maintain this area at least to a level that prevents or eliminates any health or safety hazards consistent with the level of maintenance of other East Bay Regional Park District facilities.

If Licensee fails to so keep the Property and the wetland area then, after thirty (30) days' prior written notice specifying the needed work, Licensor may perform or hire the necessary work at the reasonable expense of Licensee, which expense Licensee agrees to pay to Licensor upon demand.

Notwithstanding the foregoing, Licensee shall not be responsible for the maintenance of any landscaping, plantings, trees, water fountains, curbs,

benches, and fences not installed by or on behalf of Licensee in the Staging Areas.

Licensee shall not be responsible for the maintenance and care of the landscape improvements and water meters installed by East Bay Municipal Utility District (EBMUD) as a condition of Encroachment Permit 15974 issued by the County to EBMUD.

Licensee shall pay the water bill generated by EBMUD for the water provided to the Staging Areas' water fountains as shown on Exhibits "A" and "B".

- 4) **Section 17. (Weed Abatement)**, as previously amended, is deleted in its entirety and replaced with the following language:

"Licensee agrees to keep the Trail, the Staging Areas and the portion of the Property known as the "Realigned Mayhew-Hookston Property" described in Exhibit "B" and shown on Exhibit "B-1" attached to the Fifth Amendment to License, free from weeds and other vegetation and to abate weeds to local fire district standards. Licenser agrees to perform weed abatement on the remaining portion of the Property according to local fire district standards."

- 5) **Section 27. (Existing Facilities)** is added:

"Licensee understands and agrees that Licenser has leases, licenses, easements and/or rights with other Co-users, and may give similar or other rights to other entities in the future, for all or a portion of the Property. Such arrangements include an underground petroleum products pipeline right-of-way, a telecommunication conduit system, and may also include other uses such as underground natural gas, sewer, water, and electrical lines, overhead electric and communication lines, or similar uses. Licensee is responsible for locating all facilities and improvements in the Property with due consideration of any such lease, easement and/or license and agrees to take all precautions required to avoid damage to the facilities and improvements of the Co-users, or the Property. Licensee agrees that it will be solely responsible for any damage to said facilities and improvements resulting from or in connection with its operations under this License. Licensee further agrees that no alteration of ground elevation or the placement of block walls, retaining walls, fencing, trees, paving or any other improvements or structures shall be made within the Property without prior written approval from Licenser and Co-users whose addresses and last known telephone numbers for notice purposes are:

Central Contra Costa Sanitary District  
5019 Imhoff Place  
Martinez, CA 94553  
Contact: Rick Hernandez  
(925) 229-7132

PG&E  
1850 Gateway Boulevard, 8<sup>th</sup> Floor  
Concord, CA 94520  
Contact: Leo Delong  
(925) 459-8087

Kinder Morgan Energy Partners, L.P.  
SFPP, L.P. (KMEP)  
1100 Town & Country Road  
Orange, CA 92868  
Contact: Don Quinn (714) 560-4940

Time Warner  
1340 Treat Boulevard, Suite 100  
Walnut Creek, CA 94597  
Contact: Brent Robinson  
(925) 953-7014

East Bay Municipal Utility District  
P. O. Box 94623  
Oakland, CA 94623  
Contact: Stephen Boeri  
(510) 287-1248

Contra Costa Water District  
P. O. Box H20  
Concord, CA 94524  
Contact: Dino Angelsonate  
(925) 688-8162

Licensee understands and acknowledges that the absence of markers, monuments, or maps indicating the presence of subterranean facilities, whether belonging to Licensor or the Co-users, does not constitute a warranty or representation that none exists. Licensee accepts the License granted hereunder with full cognizance of the potential presence of such facilities, and agrees that 48 hours prior to any subsurface work, Licensee will contact **Underground Service Alert at (800) 624-2444** to determine whether there are any subterranean facilities within the proposed excavation area."

- D. **Effect:** Except as modified by this Sixth Amendment, the License dated October 14, 1986, as amended on September 27, 1988, September 18, 1990, April 1, 1997, November 16, 1999, and December 3, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment, in triplicate, the day and year first above written.

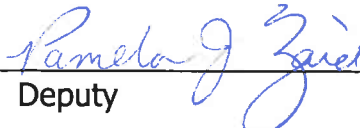
**COUNTY OF CONTRA COSTA**  
(LICENSOR)

By \_\_\_\_\_  
Julia R. Bueren,  
Public Works Director

**EAST BAY REGIONAL PARK DISTRICT**  
(LICENSEE)

By  \_\_\_\_\_  
General Manager

APPROVED AS TO FORM:  
Silvano B. Marchesi  
County Counsel

By  \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

By  \_\_\_\_\_  
District Counsel



Environmental Review  
& GIS Applications  
May 9, 2006  
Rev. October 13, 2006  
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# IRON HORSE REGIONAL TRAIL Rudgear Road Staging Area License Amendment - Contra Costa County

-  Iron Horse Corridor
-  Rudgear Road Staging Area

## EXHIBIT "A"



Scale Varies







Environmental Review  
 & GIS Applications  
 May 8, 2006  
 Rev. November 7, 2006  
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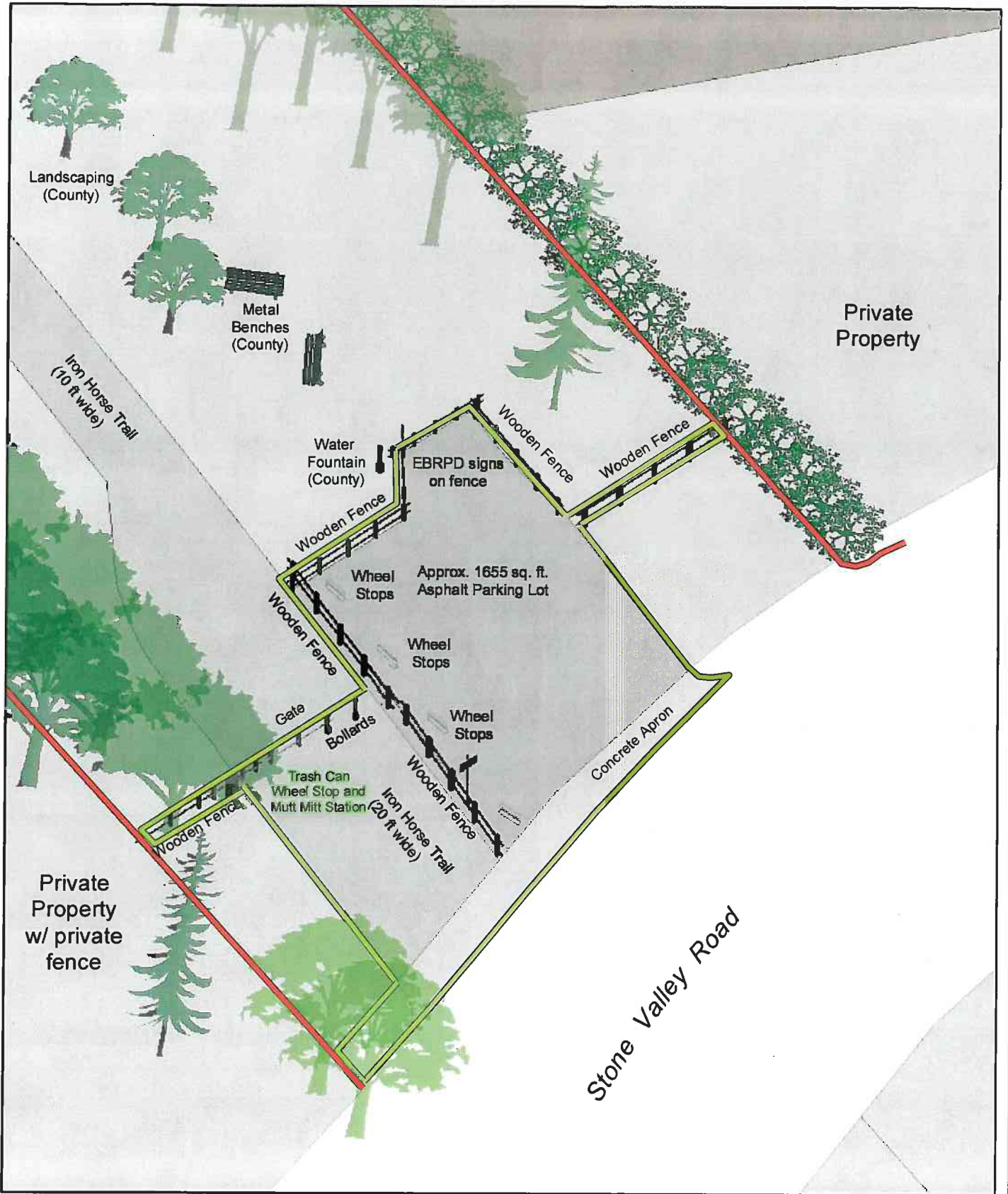
**IRON HORSE REGIONAL TRAIL**  
**Stone Valley Road Staging Area**  
**License Amendment - Contra Costa County**

**EXHIBIT "B"**

 Iron Horse Corridor  
 Stone Valley Road Staging Area





Scale Varies





# IRON HORSE TRAIL

## Exhibit C: 18' channel along Iron Horse Trail

	Iron Horse Trail
	18' wide channel/wetland

