



August 30, 2016

Contra Costa County
Flood Control and
Water Conservation District
Julie Carlson
255 Glacier Dr.
Martinez, CA 94553

Re: Renewal of Limited Land Use Permit P-409, Precipitation Recorder, Bixler Center

Dear Julie Carlson:

Enclosed is a copy of Limited Land Use Permit P-409, which permits you to make use of EBMUD property for the purpose specified. The expiration date of this Permit is January 31, 2016.

You may renew this Permit for an additional year ending January 31, 2017 by signing and returning the enclosed duplicate of this letter, (retain the permit and one copy of the letter for your records), together with a Permit fee of \$25.00. Please address your response to my attention at EBMUD, Mail Stop 903, P.O. Box 24055, Oakland, CA 94623. Your use of EBMUD property will continue to be subject to all of the terms and conditions of the enclosed Permit.

You may contact me at (510) 287-1244 if you have any questions.

Sincerely,

Amber Sarkari
Real Estate Services

Enclosures

THE FOREGOING TERMS AND CONDITIONS ARE HEREBY APPROVED AND
ACCEPTED:

Email _____

(Not to be recorded)

TO: Contra Costa County Flood Control
and Water Conservation District
255 Glacier Drive
Martinez, CA 94553-4897

January 10, 1989
Expires: January 31, 1990
Property No: CC-1b
Facility: Bixler Center

PERMISSION is hereby given to make limited use of the real property shown in red on the attached map for the purpose of:

Automate existing precipitation recorder located at Station
P-2714+00±, on the roof of Bixler Yard office building.

THIS PERMIT shall be for a period of one (1) year commencing February 1, 1989, and ending January 31, 1990, unless sooner terminated and is given subject to all of the terms, conditions and restrictions contained herein.

GENERAL PROVISIONS

1. Definition

This permit is issued for limited use of certain of the Utility District's real property as hereinbefore described. The East Bay Municipal Utility District is herein called the "District" and the person or persons, company or corporation to whom this permit is given is herein called the "Permittee".

2. Acceptance of Provisions

It is understood and agreed by the Permittee that this permit is accepted by the Permittee upon the provisions contained herein and that any use and occupancy by Permittee of said real property shall constitute an acceptance of all of the said provisions.

3. Acknowledgement of Title

The Permittee acknowledges the title of the District in and to said real property and agrees never to assail or to resist said title.

4. Revocation

This permit is revocable at any time, by the District without prejudice, upon 30 days' notice, anything herein to the contrary notwithstanding. Upon expiration of the period of such notice by the District, all rights herein given to the Permittee shall immediately cease and terminate. The District shall not be liable for any damages, costs or claims arising from such revocation.

5. No Obligation to Renew for Continued Use

It is understood and agreed that Permittee by the Acceptance of this Permit and by the use or occupancy of the real property herein described has not acquired and will not acquire hereafter any rights or interest in or to said real property and that Permittee may use said real property only as herein provided, nor does Permittee have nor will it obtain any right or claim to the continued use of said real property beyond that specifically given in this permit. The District may at its sole option and without any liability whatever to Permittee, refuse to renew this permit or the further use of said real property.

6. Permits from Other Agencies

Permittee shall, at its own cost and expense, secure all permits and other authorization required by law for the use and occupancy of the real property as provided in this permit and agrees to conform to the provisions hereof.

7. Storage of Material

No inflammable, or objectionable material shall be stored on said real property.

8. Maintenance

Said real property shall be kept in a clean and sanitary condition at all times; no fences, walls, buildings or any structure of a temporary or permanent nature shall be constructed nor shall any trees be planted on said premises without the written consent of the District first having been obtained; no poultry, bees, or animals of any kind shall be kept on said real property.

9. Restoration of Premises

Upon termination of this Permit any and all material, property or structures permitted herein belonging to the Permittee will be promptly removed and said real property restored to as near its original condition as is possible.

10. Inspection

The District shall have the right at all times to enter upon said real property to inspect the same and determine if said use is to the satisfaction of the District.

11. District's Operation

Nothing herein contained shall in any way affect the right of the District to use all the property covered by this permit in the performance of anything pertaining to the operation of the District with full right of

ingress and egress over the same; the District also reserves the right to perform any work on said real property that the District may see fit without being liable to Permittee in any way for any damage which may be caused to any vegetation or other improvements Permittee may have made or placed upon said real property.

12. Risk of Damage

The Permittee agrees to assume all risk of damage to any or all property of the Permittee or any property under the control or custody of the Permittee while upon said real property, caused by or contributed to in any way by the failure or leaking of pipelines or other structures or by any operations of the District.

13. Liability for Damages

Permittee expressly agrees to indemnify, defend and hold harmless the District, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of Permittee's operation or performance under this permit.

14. Assignment

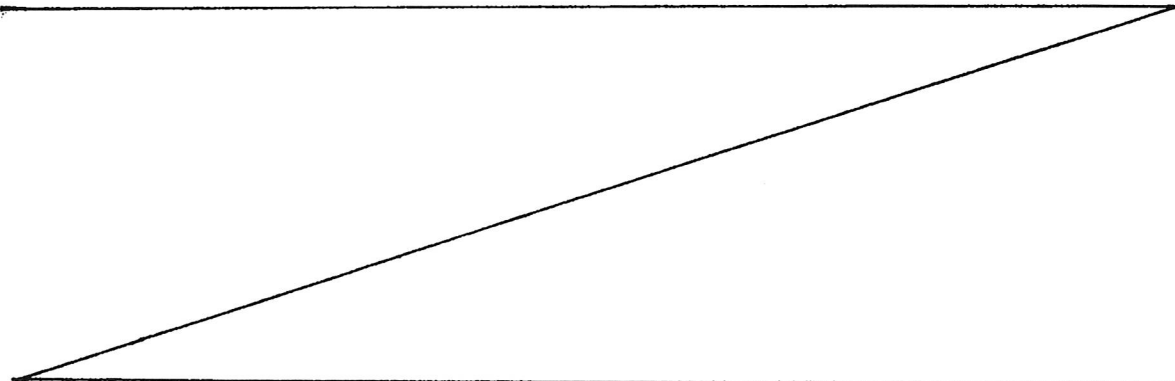
Neither this permit nor any rights hereunder shall be transferred or assigned by the Permittee.

15. Property Taxes

Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest.

16. Use of Property

Said property shall not be used for any illegal purpose. Permittee agrees to comply with all State and local ordinances concerning the premises and use thereof.



Limited Land Use Permit

MALCOLM WEST

EAST BAY MUNICIPAL UTILITY DISTRICT
RECOMMENDED

Malcolm Weston
Permittee: Contra Costa County Flood
Control and Water Conser-
vation District
255 Glacier Drive
Martinez, CA 94553-4897

By Wang

FEE PAID: N/A

RECOMMENDED
& INSPECTED BY

M. L. Young
M. L. Young
Assistant Superintendent

DATE 2-1-89

RECOMMENDED BY

F. C. Mizuno
F. C. Mizuno
Superintendent of Aqueduct Section

DATE 1/25/89

APPROVED BY

R. F. Lamoreaux
R. F. Lamoreaux
Manager of Properties

2/7/89

Orwood Rd

Parcel

Orthophoto (1ft, April 2011)



Bixler Center 015-240-004



Scale 1:789
Contra Costa Internet GIS Map
Printed: Aug 30, 2016 11:26:48 AM