

## LICENSE AGREEMENT

525 GREEN STREET  
MARTINEZ, CALIFORNIA

This License Agreement ("Agreement") is effective July 1, 2016, and is between 525 GREEN STREET, LLC, a California limited liability company ("LICENSOR") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("COUNTY").

### RECITALS

- A. LICENSOR is the owner of the real property located at 525 Green Street, Martinez, California ("Property"), which includes a parking lot ("Parking Lot") as shown on Exhibit A.
- B. COUNTY seeks the use of parking spaces in the Parking Lot.
- C. Under a license agreement dated September 8, 2006, COUNTY licensed parking spaces in the Parking Lot from the previous owner of the Property (the "2006 License"). As of the effective date of this Agreement, the 2006 License is terminated.

The parties therefore agree as follows:

### AGREEMENT

- 1. Grant of License. LICENSOR hereby grants to COUNTY an exclusive license to use ten (10) designated parking spaces in the Parking Lot, as shown on Exhibit A, together with nonexclusive rights of ingress and egress to the Parking Lot.
- 2. Term. The term of this Agreement is for two (2) years, commencing July 1, 2016 through June 30, 2018. This Agreement will automatically renew on the same terms and conditions, including the monthly fee, every year on a year-to-year basis, with a maximum of three (3) one-year renewals, unless written notice is received by LICENSOR from COUNTY no later than ninety (90) days prior to the expiration of the then-current term.
- 3. Fee. As consideration for this Agreement, COUNTY agrees to pay to LICENSOR a monthly fee of SEVEN HUNDRED DOLLARS (\$700.00), payable in arrears on or before the tenth (10th) day of each month during the term of this Agreement. Payment is to be mailed and made payable to: 525 Green Street, LLC, c/o Brian C. Chien, 525 Green Street, Martinez, CA 94553, or to any other location designated in writing by LICENSOR.
- 4. Use of Parking Lot. COUNTY may use the Parking Lot for vehicle parking only and for no other purpose.

5. Maintenance. LICENSOR is responsible for the maintenance and repair of the Parking Lot and shall keep the Parking Lot in a condition such that COUNTY may use it as a parking lot. County has no responsibility for the maintenance or repair of the Parking Lot.
6. Alterations, Fixtures and Signs. At COUNTY's sole cost and expense, COUNTY may erect and attach signs within the Parking Lot, provided the signs meet then-existing code requirements. The COUNTY shall obtain LICENSOR's approval of any signs prior to installing or erecting the signs, which approval may not be unreasonably withheld. Any signs installed or erected by the COUNTY may be removed by the COUNTY prior to the termination of this Agreement.
7. Hold Harmless. COUNTY agrees to indemnify and hold harmless LICENSOR from COUNTY'S share of any and all claims, costs, and liability for the damage, injury, or death of or to any person or the property of the person, including attorney's fees, arising out of negligent acts, errors, or omissions of COUNTY, its officers, employees, or agents in connection with COUNTY'S use of the Parking Lot pursuant to this Agreement. COUNTY is not liable for any structural or other failure of the Parking Lot, or for liability that is attributable, in whole or in part, to the sole negligence or sole willful misconduct of LICENSOR, its officers, employees, or agents.

LICENSOR agrees to indemnify and hold harmless COUNTY from the LICENSOR's share of any and all claims, costs, and liability for the damage, injury, or death of or to any person or the property of the person, including attorney's fees, arising out of negligent acts, errors, or omissions of LICENSOR, its officers, employees, or agents in connection with this Agreement.

8. Notifications. Any demand or notice to the other party is to be in writing and sent by facsimile, delivered personally upon the other, or sent by prepaid certified mail addressed as follows:

LICENSOR:           525 Green Street, LLC  
                          Attn: Brian C. Chien  
                          525 Green Street  
                          Martinez, CA 94553  
                          Phone: (510) 741-8182  
                          Fax: (510) 741-7874

COUNTY:            Contra Costa County  
                          Public Works Real Estate Division  
                          Attn: Real Estate Manager  
                          255 Glacier Drive  
                          Martinez, CA 94553  
                          Phone: (925) 313-2220  
                          Fax: (925) 646-0288

9. Quiet Enjoyment. Provided COUNTY is in compliance with the terms of this Agreement, LICENSOR shall warrant and defend COUNTY in the quiet enjoyment and possession of the Parking Lot during the term of this Agreement.

10. Assignment and Transfer. COUNTY may assign or transfer this Agreement or any part of it at any time during the term of the Agreement, subject to the written approval of the LICENSOR.
11. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired.
12. Termination. COUNTY may terminate this Agreement at any time by providing at least sixty (60) days written notice in accordance with Paragraph 8 of this Agreement.
13. Governing Law. The laws of the State of California govern all matters arising out of this Agreement.
14. Amendments. No provision of this Agreement may be amended or modified except by an agreement in writing executed by COUNTY and LICENSOR.

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15. Entire Agreement. This Agreement contains the entire agreement between the parties relating to use of the Parking Lot by COUNTY. No alteration or variation of this Agreement is valid or binding unless it is made in writing and signed by the parties.

**COUNTY**

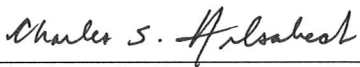
COUNTY OF CONTRA COSTA,  
a political subdivision of the State of  
California

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

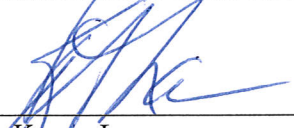
**LICENSOR**

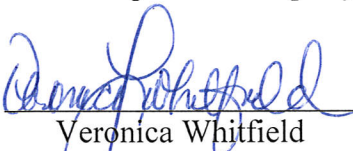
525 GREEN STREET, LLC,  
a California Limited Liability Corporation

By \_\_\_\_\_  
Brian C. Chien,  
Managing Member

By \_\_\_\_\_  
Charles ~~A~~ Hilsabeck  
Managing Member

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By \_\_\_\_\_  
Veronica Whitfield  
Assistant Real Property

APPROVED AS TO FORM:

SHARON L. ANDERSON  
County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

# EXHIBIT A

