

**FOURTH AMENDMENT TO  
LICENSE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
AND SFPP, L.P.**

This Fourth Amendment to License Agreement ("Amendment") between Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California ("DISTRICT") and SFPP, L.P., a Delaware limited partnership, acting by and through its general partner Kinder Morgan Operating L.P. "D", a Delaware limited partnership (acting by and through its general partner Kinder Morgan G.P., Inc., a Delaware corporation (hereinafter collectively referred to as "LICENSEE") is effective as of June 30, 2019 ("Effective Date").

Recitals

WHEREAS, on August 17, 1999, DISTRICT and LICENSEE entered into a License Agreement (the "Agreement") whereby DISTRICT granted a license to LICENSEE to enter the Property for the purpose of planting, installing, maintaining, using and removing the Phytoremediation System (as such term is defined in the Agreement), and

WHEREAS LICENSEE has been working with the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB) since late 2009 regarding effectiveness of the existing Phytoremediation System and LICENSEE has voluntarily chosen to replace the existing system using current design parameters and technology.

WHEREAS, LICENSEE expanded and upgraded the Phytoremediation System by removing dead trees including the stumps and root system and planted new tree types. WHEREAS DISTRICT allowed LICENSEE to plant new tree types on the Property and to install additional monitoring and extraction wells. RWQCB had authorized the LICENSEE'S request to install a new Phytoremediation System to mitigate potential off-site migration of impacted ground water.

WHEREAS, LICENSEE would like to extend the term of this Agreement for an additional 10 years, and DISTRICT is willing to agree to that extension of the term.

Agreement

NOW, THEREFORE, DISTRICT and LICENSEE hereby agree to amend the Agreement, as previously amended, as follows:

**1. DEFINITIONS**

Except as otherwise defined herein, capitalized terms used but not otherwise defined in this Amendment shall have the same meanings as the terms are used in the Agreement, as previously amended.

**2. SPECIFIC AMENDMENTS**

A. Term. As of the Effective Date, Section 2 (Term) of the Agreement, as previously amended, is deleted in its entirety and replaced with new Section 2 (Term), to read as follows:

"2. **Term**. The term of this Agreement shall commence upon the approval by the Board of Supervisors, as the governing body of the DISTRICT, and it shall end July 31, 2029."

B. Fee. As of the Effective Date, Section 4 (Fee) of the Agreement is hereby deleted in its entirety and replaced with new Section 4 (Fee), to read as follows:

"4. **Fee**. As consideration for this Agreement, LICENSEE agrees to pay a nonrefundable annual fee, payable in advance and without prior demand by DISTRICT, on each July 1<sup>st</sup> immediately preceding the year for which payment is made (e.g., on July 1, 2019, for the year from August 1, 2019, through July 31, 2020). During the first nine (9) years of this Agreement, the amount of the fee is TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). The annual fee for the 10<sup>th</sup> year of this Agreement is THREE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$3,150.00), due on July 1, 2008. The annual fee for each year during the remainder of the term will be increased by an amount equal to four percent (4%) of the annual fee for the preceding year, rounded to the nearest full dollar. Set forth below is a fee schedule for the last ten (10) years of the term, from August 1, 2019, through July 31, 2029.

<u>Due Date</u>	<u>Annual Fee</u>
7/1/19	\$4,847.00
7/1/20	\$5,041.00
7/1/21	\$5,243.00
7/1/22	\$5,453.00
7/1/23	\$5,671.00
7/1/24	\$5,898.00
7/1/25	\$6,134.00
7/1/26	\$6,379.00
7/1/27	\$6,634.00
7/1/28	\$6,899.00

LICENSEE shall pay the fee when due without any deduction, setoff or counterclaim whatsoever. If any annual fee covers a period of time less than twelve (12) months, the fee will be prorated at the rate of 1/12<sup>th</sup> of the annual fee for each full calendar month, and 1/30<sup>th</sup> of the monthly fee for each day during the partial month, for the time period covered by the payment in question."

C. Exhibit A. As of the Effective Date, Exhibit A to the Agreement is removed and replaced with new Exhibit A attached hereto.

EXCEPT AS OTHERWISE PROVIDED HEREIN, the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS FOURTH AMENDMENT TO LICENSE AGREEMENT, IN DUPLICATE, AS OF THE EFFECTIVE DATE FIRST WRITTEN ABOVE. BY AFFIXING HIS/HER SIGNATURE BELOW, EACH OF THE PERSONS SIGNING THIS FOURTH AMENDMENT TO LICENSE AGREEMENT REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS FOURTH AMENDMENT TO LICENSE AGREEMENT, THAT HE/SHE IS AUTHORIZED TO SIGN THIS FOURTH AMENDMENT TO LICENSE AGREEMENT, AND THAT THE PARTY ON BEHALF OF WHOM HE/SHE SIGNS THIS FOURTH AMENDMENT TO LICENSE AGREEMENT AGREES TO BE BOUND BY ITS TERMS.

**DISTRICT**

CONTRA COSTA COUNTY  
FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT, a  
flood control district organized under  
the laws of the State of California

**LICENSEE**

SFPP, L.P.,  
a Delaware limited partnership

By: Kinder Morgan Operating  
L.P. "D", its General Partner

By: \_\_\_\_\_  
Brian M. Balbas  
Chief Engineer

By: Kinder Morgan G.P., Inc.,  
its General Partner

**RECOMMENDED FOR APPROVAL:**

By: Kinder Morgan Management  
LLC, The Delegate of  
Kinder Morgan G.P., Inc.

By: \_\_\_\_\_  
Michael Serrano  
Assistant Real Property Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

**APPROVED AS TO FORM:**  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Stephen M. Siptroth  
Deputy County Counsel

EXHIBIT A

