

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 21st day of January, 2020 by and between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT," and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company, hereinafter called "LICENSEE". DISTRICT is the owner of the real property in Alamo, California identified as a portion of Assessor's Parcel Number 192-082-004, "Parcel 5" in Exhibit "A" attached hereto. LICENSEE desires to obtain DISTRICT'S permission to use a portion of Parcel 5 that consists of a twelve-foot (12') wide strip of land that is at the eastern border of Parcel 5 with northerly and southerly lines that terminate at the northerly and southerly lines of Parcel 5 (the "Property"). The DISTRICT is willing to grant a license to use the Property upon the terms and conditions contained herein. Now, therefore, the parties agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, DISTRICT hereby grants to LICENSEE, a nonexclusive license to enter the Property for the purpose of ingress and egress to reach and maintain LICENSEE'S telecommunication tower that is adjacent to the Property, the location of which is shown on Exhibit "B", together with the necessary appurtenances and access thereto.
2. **Term and Extension Terms.** The term of this Agreement is for the period commencing January 21, 2020, and ending December 30, 2025. LICENSEE has two (2) options to extend this Agreement for a term of five (5) years for each option (each, an "Extension Term") upon all the terms and conditions set forth in this Agreement; provided, however, in order to effectuate an Extension Term, LICENSEE must (i) give written notice of its intention to extend this Agreement at least one hundred eighty (180) days prior to the expiration of this Agreement and (ii) pay the applicable fee described in Section 4, below, on the date set forth in Section 4, below. DISTRICT may revoke the rights granted under this Agreement at any time upon thirty (30) days' prior written notice to LICENSEE.
3. **Contingency.** It is understood that this Agreement is subject to approval by the DISTRICT'S governing board. This Agreement will be submitted to the LICENSEE first for approval, and thereafter to the DISTRICT.
4. **Fee.** As consideration of this Agreement, LICENSEE shall pay a nonrefundable fee of TWELVE THOUSAND and NO/100 Dollars (\$12,000.00), due upon LICENSEE'S execution of this Agreement. The fee during the first extension period shall be FOURTEEN THOUSAND and NO/100 Dollars (\$14,000.00) due no later than January 1, 2026. The fee during the second extension period shall be SIXTEEN THOUSAND and NO/100 Dollars (\$16,000.00) due no later than January 1, 2031. In the event DISTRICT exercises its right to revoke the rights granted under this Agreement pursuant to Section 2 herein, DISTRICT shall refund LICENSEE'S prepaid fee on a pro rata basis on the last day of this Agreement.

Site Name: ALAMO
Business Unit #: 814023

5. **Use of Property.** LICENSEE'S use of Property shall be limited to ingress and egress and the uses identified in Section 1 above.
6. **Permits and Approvals.** LICENSEE shall obtain any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County Flood Control District of this use.
7. **DISTRICT'S USE.** DISTRICT has the right, to use the Property for any purpose, including but not limited to ingress, egress, flood control, drainage water conveyance, water conservation, water quality improvement, maintenance, channeling or otherwise controlling the flow of drainage waters, and performing activities required by federal, state, regional or local agencies, including but not limited to, water quality and quantity control and environmental mitigation and enhancement, all of which constitute "DISTRICT'S Use". DISTRICT'S Use of the Property is paramount and superior to any other use of the Property.

DISTRICT may limit or temporarily suspend LICENSEE'S use of the Property. DISTRICT shall attempt to minimize such interruption or interference and will provide LICENSEE as much advance notice as possible under the circumstances. DISTRICT is not under any circumstances liable to LICENSEE or any other users of the Property for any cost, expense or damage caused by their loss of use of the Property.
8. **Nonexclusive Right of Use.** The right to use the Property is nonexclusive. DISTRICT reserves the right to issue licenses to others for other purposes.
9. **Existing Facilities.** It is understood and agreed that DISTRICT has leases and/or licenses with others for all or a portion of the Property. The holders of the leases and/or licenses described above have the right to enter on the property to maintain their facilities. LICENSEE is not entitled to any compensation for any damage that may result from such entry or maintenance.
10. **Damage.** The rights granted herein are surface rights only and no excavation rights are granted. It is the responsibility of LICENSEE to contact the DISTRICT and the holders of any easement, lease, or license to determine if the Property is able to support any vehicle brought onto it by LICENSEE without causing damage to subsurface or surface facilities. LICENSEE shall repair all damage caused by LICENSEE and return the Property to a neat and safe condition reasonably satisfactory to DISTRICT and such other users.
11. **Pollution.** LICENSEE, at its expense, shall comply with all applicable laws, regulations, rules that relate to the use of the Property, 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. Upon request, LICENSEE shall furnish satisfactory evidence of such compliance to the DISTRICT.

No hazardous materials may be handled at any time upon the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to LICENSEE'S use and occupancy thereof, LICENSEE shall, at its expense, clean all the property affected thereby, whether owned or controlled by DISTRICT or any third party, to the satisfaction of DISTRICT (insofar as the property owned or controlled by DISTRICT is concerned) and any governmental body having jurisdiction over the Property.

To the extent permitted by law, LICENSEE shall indemnify, hold harmless, and defend DISTRICT and such holders of user rights against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by DISTRICT and such other users as a result of LICENSEE'S breach of this Agreement or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is caused solely by the active negligence of DISTRICT.

LICENSEE shall pay all amounts due to DISTRICT under this Section and Section 12 within ten (10) days after any demand therefor.

12. **Hold Harmless.** LICENSEE shall defend, indemnify, save, and keep harmless the DISTRICT and its agents against all liabilities, judgments, costs, and expenses which may in any way accrue against DISTRICT as a result of granting LICENSEE this Agreement, save and except claims or litigation arising from the sole negligence, gross negligence or willful misconduct of DISTRICT.
13. **Insurance.** At no cost to the DISTRICT, LICENSEE shall obtain and maintain during term of this Agreement, comprehensive liability insurance with a minimum combined single-limit coverage of \$1,000,000 for all claims or losses due to bodily injury, sickness or disease or death to any person, or damage to property, including loss of use thereof arising out of each accident or occurrence, and to name **Contra Costa County Flood Control and Water Conservation District, and Contra Costa County its officers, agents, and employees as additional insured** thereunder. The coverage shall provide **thirty (30) days'** written notice to DISTRICT of cancellation or lapse. Evidence of such coverage shall be furnished to DISTRICT prior to execution of this agreement.
14. **Assignment - Subletting.** LICENSEE may not assign or sublet its rights under this Agreement.
15. **Governing Law; Venue.** The laws of the State of California govern all matters arising out of this Agreement. Venue for any action arising out of this Agreement is the Superior Court in the County of Contra Costa, California.

16. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to LICENSEE, to:

Crown Castle GT Company LLC
General Counsel
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Agent for Service of Process:
The Corporation Company
555 Capitol Mall Ste. 1000
Sacramento, CA 95814

If to DISTRICT, to:

Contra Costa County Flood Control & Water Conservation District
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553

or to such other address as each party may designate for itself by like notice given in accordance with this Section at least twenty (20) days in advance.

Notices will be deemed to have been delivered upon the earlier of either actual receipt or rejection as shown on the receipt obtained pursuant to the foregoing.

17. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. No alteration or variation of this Agreement shall be valid or binding unless made in writing and signed by the both parties.

[Remainder of Page Intentionally Left Blank]


The parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**


**CROWN CASTLE GT COMPANY LLC,
a DELAWARE LIMITED LIABILITY
COMPANY**

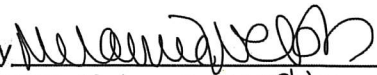
APPROVED:

By _____
Brian M. Balbas
Chief Engineer

By 
Name: Helen V. Smith
Title: Director National RE Ops
Date: 3/26/20

RECOMMENDED FOR APPROVAL:

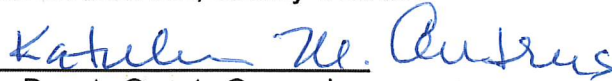
By 
Jessica L. Dillingham
Principal Real Property Agent

By 
Name: Melanie Wells
Title: Sr. Transaction Mgr.
Date: 4.20.2020

By 
Michael Serrano
Assistant Real Property Agent

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By 
Deputy County Counsel

Site Name: ALAMO
Business Unit #: 814023

Alamo Square
License for Ingress and Egress
Along San Ramon Creek
From CCCFC&WCD to Crown Castle GT Company LLC
Portion of APN 192-082-004

EXHIBIT "A"

Real property in the unincorporated area of Alamo, County of Contra Costa, State of California, being a portion of Rancho San Ramon, also being a portion of Parcel Five in the Grant Deed to Contra Costa County Flood Control and Water Conservation District recorded December 20, 1967 in Book 5520 of Official Records at Page 451, more particularly described as follows:

Ingress and Egress License

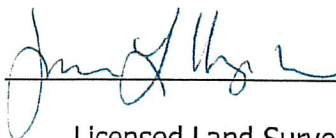
A strip of land 12.00 feet wide along the eastern side of said Parcel Five, measured concentrically from the east line of the property.

The westerly line of said 12.00 foot wide strip shall be lengthened or shortened so as to terminate on the northerly and southerly lines of said Parcel Five.

Contains an area of 931 square feet of land, more or less.

Exhibit "B", a plat is attached hereto, and by this reference made a part hereof. Bearings are based on said deed (5520 OR 451) to CCCFC & WCD. Dimensions given are grid.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Licensed Land Surveyor
Contra Costa County Public Works

Date: 7/18/2017

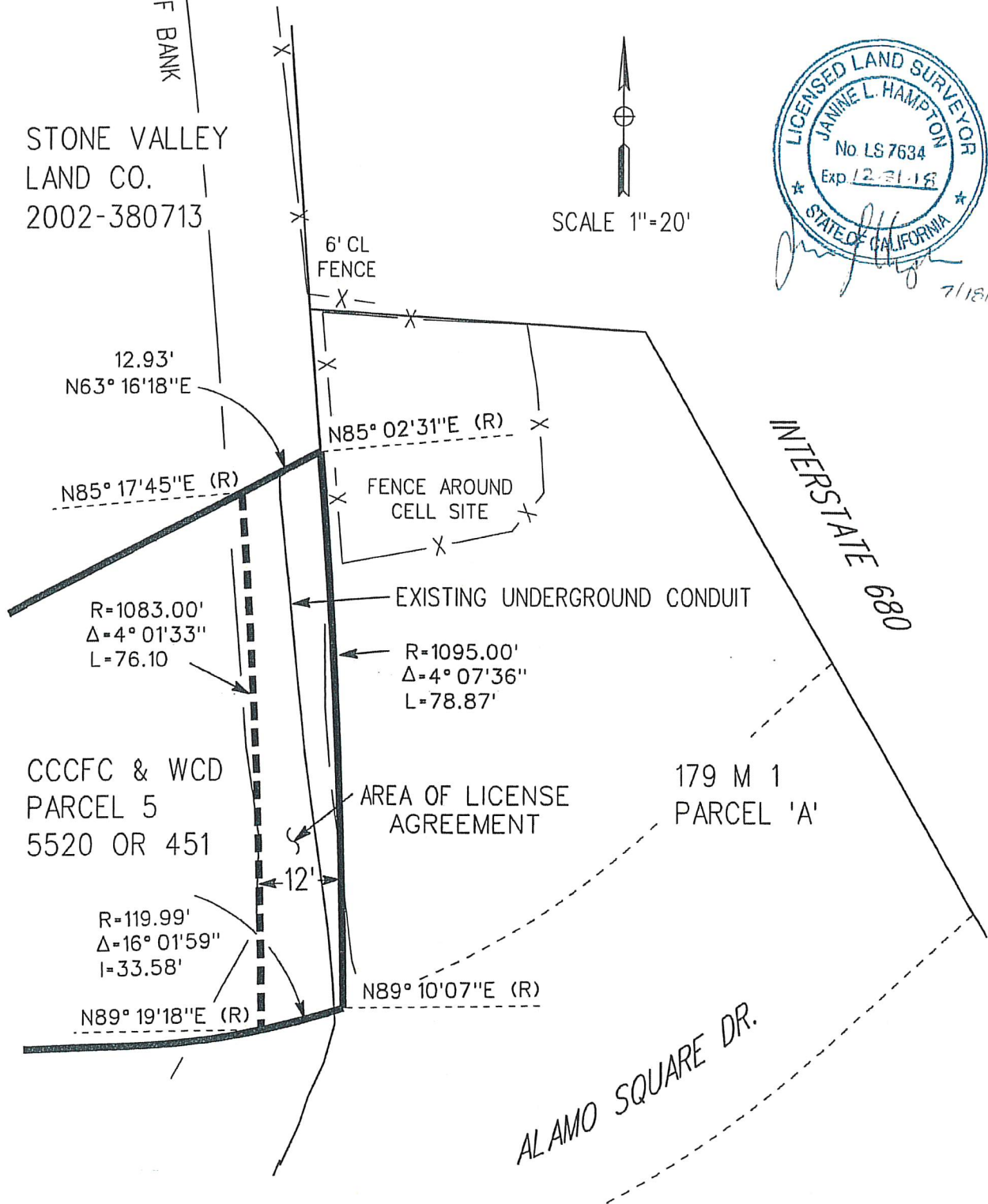
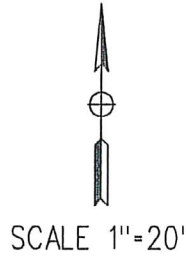


EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

STONE VALLEY
LAND CO.
2002-380713

TOP OF BANK



CCCFC&WCD License Agreement at Alamo Square

Instrument :	Scale 1"=20'	Date JULY 18, 2017
Series No.	Recorded	File No.
	Checked By JLH/JJS	Cad File Alamo Sq 2017.dgn