

## LICENSE AGREEMENT

This License Agreement ("Agreement") is dated November 1, 2020, ("Effective Date") and is between CONTRA COSTA COUNTY, a political subdivision of the State of California ("County"), and the TOWN OF DANVILLE, a municipal corporation of the State of California, ("Licensee").

### RECITALS

- A. County is the owner of certain real property known and designated as the Iron Horse Corridor ("IHC" or "Property") that runs from Mayette Avenue in the City of Concord to the County Line in the City of San Ramon, California herein identified as the Property.
- B. Licensee desires to obtain a license to use a portion of the Property located between Sycamore Valley Road and Laurel Drive, in the town of Danville ("Licensed Premises"), as identified in Exhibit "A," attached hereto and incorporated herein. The Licensee desires the license in the Licensed Premises to access the rear portion of the Licensee's Park & Ride in order to access and maintain the Park & Ride masonry wall and approximately 907 square feet of pedestrian sidewalk ("Improvements") that connects the Park & Ride to the Property, as shown in Exhibit "B," attached hereto and incorporated herein. Access in the Licensed Premises will also allow for public use of the Improvements.
- C. County is willing to grant Licensee a license to use the Licensed Premises for the above purposes upon the terms and conditions contained herein.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. **Grant of License.** Subject to the terms and conditions of this Agreement, County hereby grants to Licensee, a nonexclusive license to enter the Licensed Premises for the purpose of access and maintenance of Improvements and for no other use without County's prior written consent. The Parties acknowledge that Licensee has maintained the Improvements within the Licensed Premises without a valid license, but with the County's permission, during the period from and including August 1, 2018, when the prior license agreement between the parties expired, and October 31, 2020 (the "Interim Period").
2. **Term.** The term of this Agreement begins on November 1, 2020, and it ends on October 31, 2045 ("Term"). County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days' advance written notice to the other party. In addition, if Licensee violates any term or condition of this Agreement, County may terminate this Agreement on thirty (30) days' advance written notice to Licensee.

3. **Fee.** As partial consideration for this Agreement, Licensee upon execution of this Agreement, Licensee shall pay a nonrefundable fee of Three Thousand Dollars and NO/100 Dollars (\$3,000.00), payable to Contra Costa County. Payment must be mailed to Contra Costa County Public Works Department, 255 Glacier Drive Martinez, CA 94553. Licensee hereby agrees to maintain the Licensed Premises in a safe and attractive condition at its sole cost and expense and as determined by the County in its sole discretion.
4. **Primary Use of Licensed Premises.** The Licensed Premises consists of a corridor that the County 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 IHC or Licensed Premises. Any and all rights granted or implied by this Agreement are secondary and subordinate to said primary uses. This Licensee shall not, at any time, use or permit the public to use the Licensed Premises in any manner that will interfere with or impair said primary uses of the Licensed Premises or the use of the Licensed Premises by Co-users as defined below. All rights granted to the Licensee hereunder are subject and subordinate to all existing and future rights, rights of way, reservations, franchises, easements and licenses in the Licensed Premises, regardless of who holds the same (collectively referred to herein as "Co-users"), including the County's right to use the Licensed Premises for emergency or any other purpose.
5. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction over the Licensed Premises before Licensee begins any work including but not limited to the agencies listed in Section 7. This Agreement does not constitute governmental approval by Contra Costa County of Licensee's use.
6. **Suspension or Limitation of Use.** County and its Co-users shall have the right, in the County's sole discretion, to suspend or to limit the use of the Licensed Premises by the Licensee and the general public, without compensation to Licensee, for a reasonable amount of time, as solely determined by County, for protection of public safety, or for the construction, installation, operation, maintenance or repair of other facilities on or near the Licensed Premises, or in the event of Licensee's breach of any term or condition of this Agreement, including without limitation failure to carry proper insurance or properly maintain the Licensed Premises. Should such suspension or limitation be necessary, the County shall provide Licensee fifteen (15) days prior notice in writing, except prior written notice will not be required in cases of emergency maintenance or repairs, as determined by the County.
7. **Nonexclusive Right of Use.** Licensee's right to use the Property is nonexclusive. County reserves the right to issue licenses, easements and permits to others for other purposes.
8. **Existing Facilities.** It is understood and agreed that County has leases, licenses, and/or easements with other Co-users 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 Licensed Premises pursuant to 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 Licensed Premises. 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 Agreement. 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 Licensed Premises without prior written approval from the County 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

East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland, CA 94605-0381  
Contact: Luis Gross (510) 635-0138  
or Luis Guzman (925) 687-3419

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

PG&E  
3480 Buskirk Avenue #150  
Concord, CA 94518  
Contact: Leo Delong  
(925) 674-6588

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

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

The Licensee understands and acknowledges that the absence of markers, monuments, or maps indicating the presence of subterranean facilities, whether belonging to the County or the Co-users, does not constitute a warranty or representation that none exists. The 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, the Licensee will contact **Underground Service Alert at (800) 624-2444** to determine whether there are any subterranean facilities within the proposed excavation area.

The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.

9. **Maintenance.** During the term of this Agreement, the Licensee shall maintain the Licensed Premises in a clean, safe and presentable condition, free from waste, litter and other items incidental to the use of the Licensed Premises, including the condition of the Improvements within the Licensed Premises. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, refuse, trimmings, and other items, including graffiti, that detract from the neat and tidy appearance of the Licensed Premises. The Licensee agrees to keep the Licensed Premises free from weeds and to abate weeds to local fire district standards. If the Licensee fails to maintain the Licensed Premises and its improvements within the Licensed Premises then, after thirty (30) days prior written notice specifying the needed work, the County may perform or arrange for the work to be performed at the expense of the Licensee, which expense the Licensee agrees to pay to the County upon demand.
10. **Damage.** It is the responsibility of Licensee to contact the County and the holders of any easement, lease, or license to determine that the Licensed Premises is able to support any vehicle brought onto it by Licensee without damage to subsurface or surface facilities. If Licensee's use of the Licensed Premises causes damage to the Property, its vegetation, subsurface or surface facilities, whether during the Interim Period or during the Term of this Agreement, Licensee shall repair all damage and return the Property to a neat and safe condition satisfactory to County and the affected users. This Section 10 shall survive the expiration or termination of this Agreement.
11. **Pollution.** Licensee, at its expense, shall comply with all applicable laws, regulations, rules, and others, with respect 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, and furnish satisfactory evidence of such compliance upon request of County.

No hazardous materials shall be handled at any time upon the Licensed Premises or 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 of such property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by County or any third person, to the satisfaction of County (insofar as the property owned or controlled by County is concerned) and any governmental body having jurisdiction over the affected property.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend County, its officers, employees, agents and representatives, and such holders of user rights within the Property, against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by County and/or such other users as a result of Licensee's breach of this section or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the Interim Period, or during or after the term of this Agreement, unless such liability,

cost or expense is proximately caused solely by the active negligence or willful misconduct of County.

Licensee shall pay all amounts due County under this section within ten (10) days after any demand therefor. This Section 11 shall survive the expiration or termination of this Agreement.

12. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the County, its officers, employees, agents, and representatives against all liabilities, judgments, costs, and expenses that may in any way accrue against County as a result of the granting Licensee the license, save and except claims or litigation arising from the sole negligence or sole willful misconduct of County.
13. **Insurance.** Licensee agrees, at no cost to the County, to obtain and maintain during the term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 each occurrence and \$2,000,000 general aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of loss of use thereof, and to name **Contra Costa County, its officers, agents, and employees as additional insureds** thereunder. Said coverage shall provide for a **thirty (30) day** written notice to County of cancellation or lapse. Licensee shall provide evidence of such coverage to the County prior to execution of this Agreement.
14. **County's Use of Herbicides.** The Licensee hereby acknowledges and understands that the County, may, at any time use chemical herbicides within the IHC. The Licensee agrees to allow such use, without disruption or challenge, on and around the Licensed Premises. The Licensee hereby waives any claim for liability against the County for any damage resulting from such use.
15. **Assignment - Subletting.** Licensee may not assign or sublet Licensee's rights under this Agreement.
16. **County's Title.** Licensee hereby acknowledges County's fee title in and to the Property and agrees never to assail or to resist the County's title. Licensee agrees that it has not acquired, nor will it ever acquire, any rights or interest in the Property as a result of this Agreement or otherwise, nor does Licensee have, nor will it obtain, any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with County, which would be a separate discretionary action of the County. Nothing in this Agreement commits the County to negotiating or entering into such a separate agreement with Licensee.
17. **Surrender of the Property.** Upon the expiration or termination of this Agreement, (i) Licensee may remove any Improvements installed by Licensee on the Property, and (ii) County may require the Licensee to remove any Improvements installed by Licensee on the Property. Following the removal of any Improvements from the Property, Licensee shall restore the Property to the condition existing just prior to

the Licensee's use of the Property, at no cost to the County. If Licensee fails to remove the Improvements, County may remove the Improvements at Licensee's sole expense, and Licensee shall immediately reimburse County upon Licensee's receipt of an invoice therefor. This Section 17 shall survive the expiration or termination of this Agreement.

- 18. Entire Agreement.** This instrument contains the entire agreement between the parties relating to this Agreement. No amendment or modification of this Agreement is valid or binding unless made in writing and signed by both parties.
- 19. Notices.** Notices under this Agreement must be in writing and will be effective when either delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by recognized overnight courier service, and directed to the other party at its address as stated in this Agreement, or such other address as a party may designate by written notice.

Licensee: TOWN OF DANVILLE  
Attn: City Engineer  
510 La Gonda Way  
Danville, CA 94526  
Telephone: (925) 314-3319

County: Real Estate Division  
Public Works Department  
Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2000

- 20. Governing Law.** This Agreement is governed by the laws of the State of California.

[Signatures on next page.]

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

**CONTRA COSTA COUNTY**

A political subdivision of the State of California

**LICENSEE**

TOWN OF DANVILLE

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

By \_\_\_\_\_  
Joseph A. Calabrigo,  
Town Manager

Date: \_\_\_\_\_  
(Date of Approval)

Date \_\_\_\_\_  
(Date signed by Licensee)

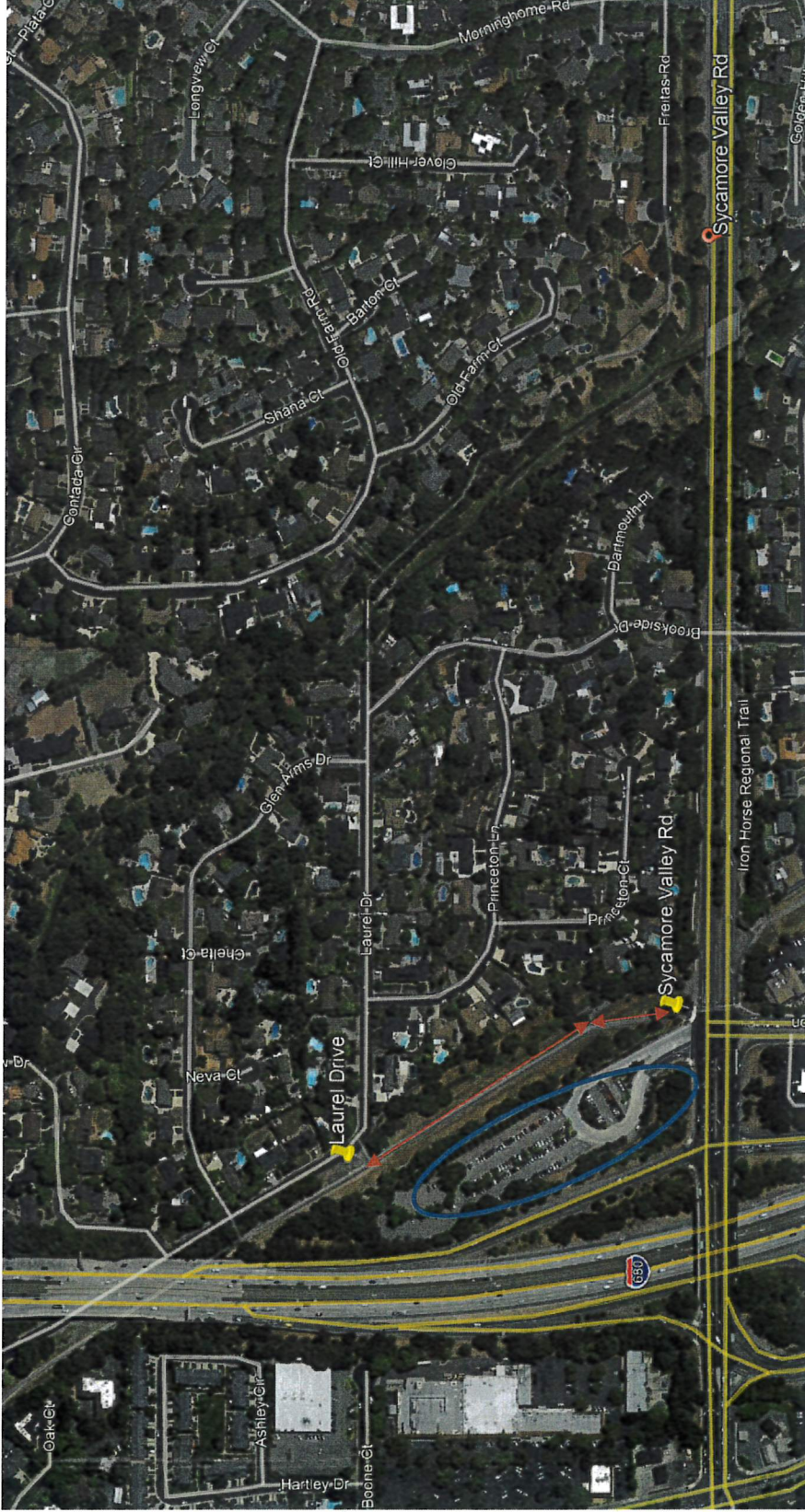
**RECOMMENDED:**

By \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By \_\_\_\_\_  
Angela Bell  
Senior Real Property Agent

AB:dw:ss:ab:dw  
G:\realprop\Danville Park and Ride\AG.29 License Agreement (County) - Danville Park and Ride Connection Iron Horse Corridor Draft 11-23-20.doc  
Rev. 2/2019

**EXHIBIT A**  
**LICENSED PREMISES**  
**Between Laurel Drive and Sycamore Valley Rd.**

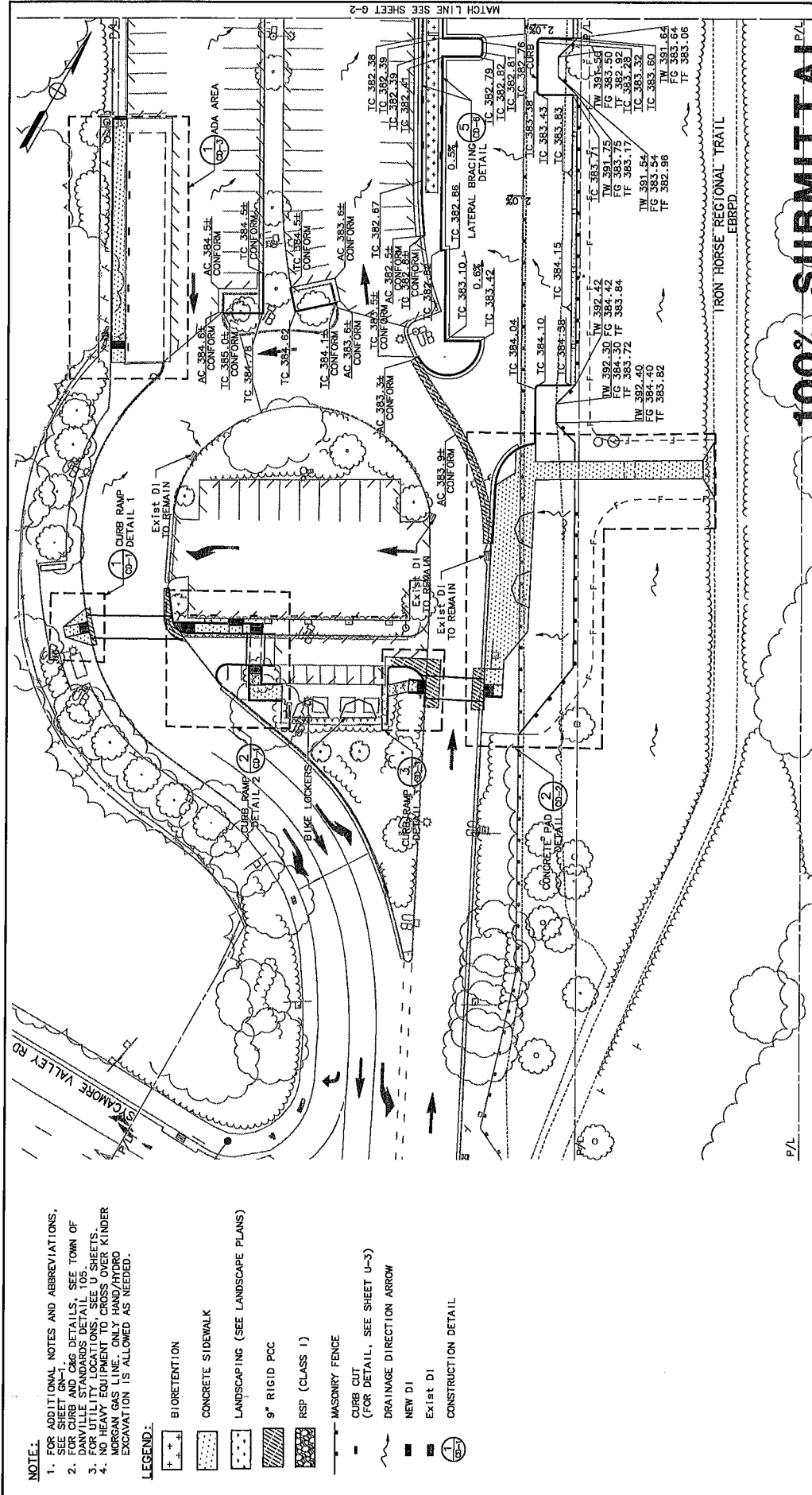


○ Danville Park and Ride

↔ Iron Horse Corridor



# EXHIBIT "B"



**100% SUBMITTAL**  
**4/3/2020**

SHEET  
**G-1**  
 8 OF 14 SHEETS  
 PROJECT NO. 18104



DESIGNED BY: DP  
 DRAWN BY: DP  
 CHECKED BY: AL  
 DATE: APR 2020  
 SCALE: 1"=20'

**MARK THOMAS**  
 3000 OAK ROAD, SUITE 650  
 WALNUT CREEK, CA 94597  
 (925) 938-0383

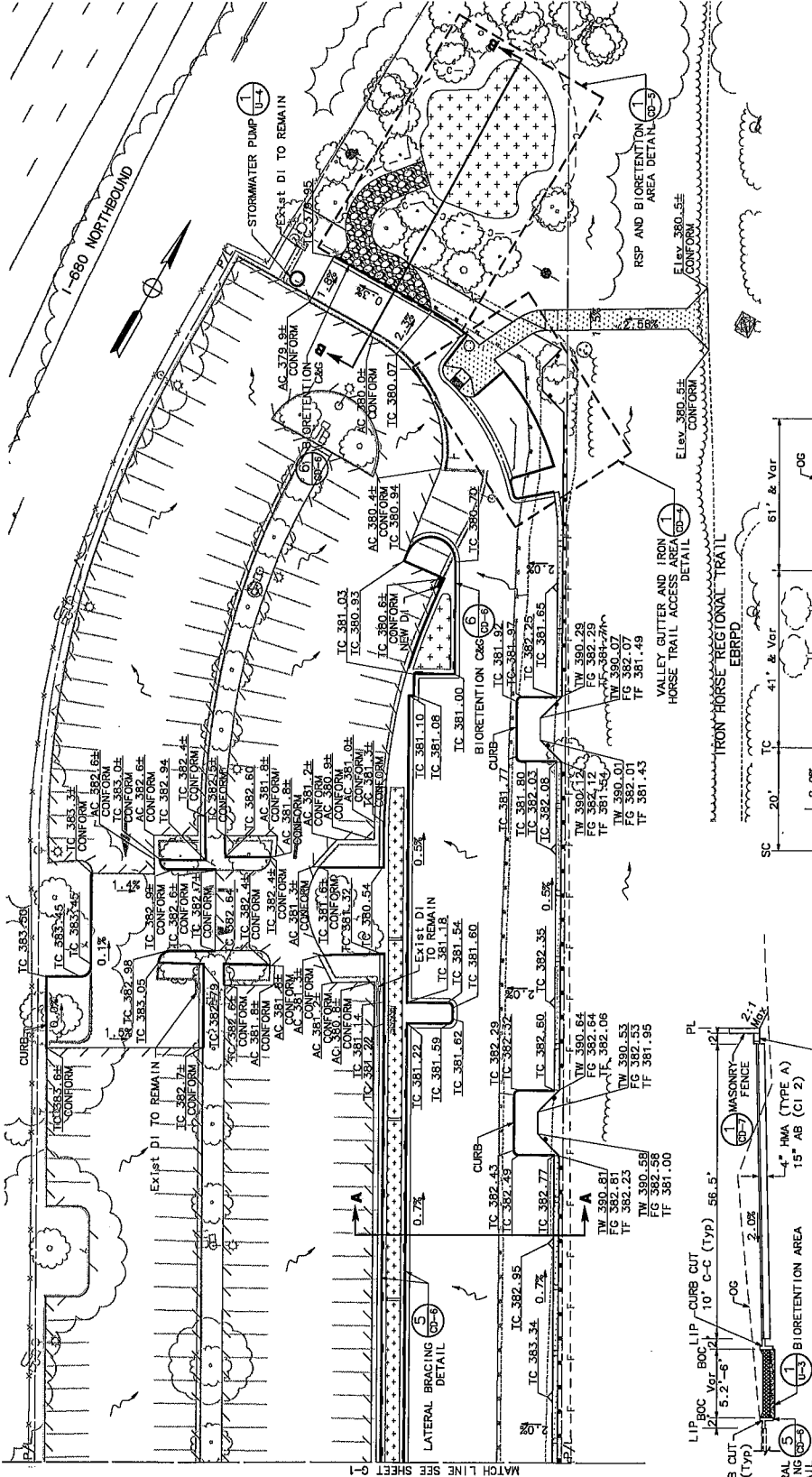
REV.	DATE	DESCRIPTION	BY



NO WORK SHALL BE DONE ON THIS PROJECT WITHOUT THE PRESENCE OF AN UNDERGROUND SERVICE ALERT  
 Call: TOLL FREE 1-800-642-2444  
 1-800-642-2444  
 NO WORKING DAYS BEFORE YOU GO

- NOTE:**
- FOR ADDITIONAL NOTES AND ABBREVIATIONS, SEE SHEET GN-1.
  - FOR CURB AND C&G DETAILS, SEE TOWN OF DANVILLE STANDARDS DETAIL, 105 SHEETS.
  - 3" OR LOWER ELEVATION TO CROSS OVER KINDER.
  - NO HEAVY EQUIPMENT TO CROSS OVER KINDER EXCAVATION IS ALLOWED AS NEEDED.
- LEGEND:**
- BIOTRETMENT
  - CONCRETE SIDEWALK
  - LANDSCAPING (SEE LANDSCAPE PLANS)
  - 9" RIGID PCC
  - RSP (CLASS 1)
  - MASONRY FENCE
  - CURB CUT (FOR DETAIL, SEE SHEET U-3)
  - DRAINAGE DIRECTION ARROW
  - NEW DI
  - Exist DI
  - CONSTRUCTION DETAIL

NOTE:  
FOR NOTES AND LEGEND, SEE SHEET G-1.



# 100% SUBMITTAL

## 4/3/2020

SCALE: 1"=20'  
SHEET  
G-2  
9 OF 41 SHEETS  
PROJECT NO. 18104

GRADING PLAN  
DANVILLE PARK AND RIDE EXPANSION  
DANVILLE, CALIFORNIA  
CIP C-598



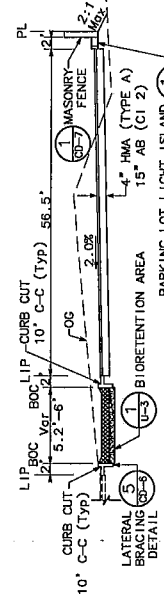
DESIGNED BY: DP  
DRAWN BY: DP  
CHECKED BY: AL  
DATE: APR 2020  
SCALE: 1"=20'

**MARK THOMAS**  
3000 OAK ROAD, SUITE 650  
WALNUT CREEK, CA 94597  
(925) 938-0383

REV.	DATE	DESCRIPTION



NO WORK SHALL BE DONE ON THIS PROJECT WITHOUT THE GRADING AND BIORETENTION SERVICE ALERT  
Call: TOLL-FREE 1-800-642-2444  
NO WORKING DAYS BEFORE YOU START



SECTION A-A  
NO SCALE

SECTION B-B  
NO SCALE