

PRECIPITATION & RUNOFF GAUGE / WEATHER STATION LICENSE

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

Project: Rain Gauge Installation-Maintenance
Project No.: 7505-6F8155
Site: End of 680 Marin Rd., El Sobrante
APN: 426-182-017

1. **Grant of License.** Effective July 13, 2021, Wild and Radish, LLC, a California limited liability company, ("Owner") hereby grants to Contra Costa County Flood Control and Water Conservation District, a flood control and water conservation district, ("District"), for use by the District and its authorized agents, a license to enter and bring the necessary workmen, tools and equipment onto the Owner's property, as shown on the attached map ("License Area"), and to install and maintain within the License Area equipment and facilities for measuring and recording various weather parameters including, but not limited to, rainfall, temperature, humidity, wind speed, wind direction, and fire fuel moisture.
2. **Notification Prior to Each Entry; Maintenance.** It is understood and agreed that the District will contact Andrew C. Chahour forty-eight (48) hours in advance before entering the License Area and the District will park its vehicles at 836 Marin Rd., in El Sobrante and walk through the driveway between the addresses of 836 and 838 Marin Rd., to access the site for rain gauge installation and maintenance. The District will leave the Property in a clean and orderly condition.
3. **Indemnification.** The District will indemnify and hold harmless the Owner of and from any and all costs, losses, or judgments which Owner may pay or be required to pay by reason of any damage, injury or death to any person or property suffered by any person, firm or corporation as a result of the negligent exercise by District of the rights herein granted to it.
4. **Termination.** It is further understood and agreed that either party may terminate this License agreement by written notice to the other party at least sixty (60) days in advance of such termination.
5. **Notices.** All notices, including requests, demands, approvals and other communications, under this license agreement must be in writing and will be deemed given on the same day if personally delivered, on the next business day if delivered by overnight carrier, or on the third day after mailing if delivered by U.S. Mail. The place for delivery of all notices given under this Agreement will be as follows:

Contra Costa County, Public Works Department
Real Estate Division
Attn: Naila Thrower
255 Glacier Drive
Martinez, CA 94553

6. **Counterparts.** The Parties recognize and agree that separate counterpart signature pages may be used but that all of those pages constitute one and the same license agreement.
7. **Construction.** The section headings and captions of this license agreement are, and the arrangement of this instrument is, for the sole convenience of the parties hereto. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this license agreement. This license agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. The Parties and their counsel have read and reviewed this license agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this license agreement.
8. **Applicable Law.** This license agreement shall be governed by and construed in accordance with California law.

ACCEPTED:

CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By _____
Brian M. Balbas, Chief Engineer

Date _____

RECOMMENDED FOR APPROVAL:



Senior Real Property Tech

Owner:

Andrew C. Chahrour
Member
Wild and Radish, LLC

(513) 373-0910

Telephone Number

Tenant:

N/A

Name

Contra Costa County Public Works Department
Real Estate Division
Attn: Naila Thrower
255 Glacier Drive
Martinez, CA 94553

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