

## LICENSE AGREEMENT

This license agreement ("Agreement") is dated \_\_\_\_\_, 20\_\_\_\_, and is made by and between CONTRA COSTA COUNTY, a political subdivision of the State of California, (the "County") and East Bay Regional Parks District, a California Special District ("Licensee").

### **RECITALS**

- A. The County is the owner of the real property located adjacent to 4595 Pacheco Boulevard, Martinez, California, (the "Property").
- B. Licensee desires to obtain the County's permission to use a portion of the Property for the limited purposes described in this Agreement. The County is willing to grant a license to use that portion of the Property shown on Exhibit A (such route or location, the "Licensed Premises") upon the terms and conditions set forth in this Agreement.

The parties, therefore, agree as follows:

### **AGREEMENT**

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, the County hereby grants to Licensee, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Section 2 below and for no other purpose without County's prior written consent.
- 2. **Use of Premises.** Licensee may use the Licensed Premises for the purpose of parking company and personal vehicles and equipment staging.

Licensee acknowledges that the uses just described constitute the Secondary Use of the Property and that the Primary Use will be for the County's Pacheco Boulevard roadway alignment. Notwithstanding anything to the contrary herein, Licensee's use of the Licensed Premises may be modified by the County, in its sole discretion, when necessary, to accommodate the Primary Use. All rights granted to Licensee hereunder are subject to all existing and future rights, right of way, reservations, franchises and easements in the Property, regardless of who holds the same, including the County's use of the Property for the Primary Use, emergency vehicle access, and any other County purposes.

- 3. **Term.** The term of this Agreement is five (5) years, beginning April 1, 2022, and ending March 31, 2027. The 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. In addition, the County may terminate this Agreement upon ten (10) days advance written notice if Licensee violates any term or condition of this Agreement. The term may be extended for an additional five (5) years by mutual written consent of the parties hereto.
- 4. **License Fee.** On April 1, 2022, and on each April 1 thereafter that this Agreement remains in effect, Licensee shall pay the County a non-refundable fee of Six Thousand and NO/100 Dollars (\$6,000.00) ("Annual Payment") for the use of the Licensed Premises during the one-year period from that April 1 when the payment is made through the following March

31. Licensee shall send each Annual Payment to Contra Costa County, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553. Notwithstanding anything to the contrary herein, if this Agreement is terminated no portion of any Annual Payment will be refunded to the Licensee.

5. **Improvements to the Premises.**

- a. Licensee may not construct any improvements on the Licensed Premises without prior written consent from the County. For the purposes of this Agreement, any equipment Licensee is permitted to stage on the Licensed Premises is not considered to be an improvement to the Property or the Licensed Premises.
- b. Upon the expiration or termination of this Agreement, any equipment on or improvements to the Licensed Premises made by Licensee (with or without the consent of the County) must be removed by Licensee, at its sole cost, except those improvements that the County and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
- c. If Licensee fails to remove any improvements or equipment it is required to remove, the County may remove them at Licensee's expense, and Licensee shall immediately reimburse the County upon Licensee's receipt of an invoice from the County. Licensee's obligations under this Section 5 shall survive the expiration or termination of this Agreement.

6. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County of this use.

7. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The County reserves the right to issue licenses, easements and permits to others that could affect the Property or the Licensed Premises.

8. **Existing Facilities.** It is understood and agreed that the County has leases, licenses, and/or easements with others for all or a portion of the Property. 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. **Surface Rights Only; Damage.** The rights granted under this Agreement are surface rights only and no excavation is allowed. It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Licensed Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to the County and the affected users.

10. **Pollution**. Licensee, at its expense, shall comply with all applicable laws, regulations, and rules 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 shall furnish satisfactory evidence of such compliance upon request by the County.

Licensee may not permit hazardous materials to be handled at any time on 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 of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the County or any third person, to the satisfaction of the County (insofar as the property owned or controlled by the County is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the County and the holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution, regardless of whether the liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused solely by the active negligence of the County.

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

11. **Hold Harmless**. Licensee shall defend, indemnify, save, and keep harmless the County, its officers, employees, and its agents ("County Parties") from and against any and all liabilities, judgments, costs, and expenses (collectively, "Liabilities") that arise from, are connected with, or are attributable to the use or occupancy of the Licensed Premises by Licensee, its officers, employees, agents, invitees, or members of the public, or that arise as a result of the County entering into this Agreement. Notwithstanding the foregoing, Licensee shall have no obligation to defend, indemnify, save, and keep harmless the County Parties from any Liabilities that arise from the sole negligence or sole willful misconduct of the County. This Section shall survive the termination or expiration of this Agreement.
12. **Insurance**. Licensee agrees, at no cost to the County, to obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use, and to **name Contra Costa County, its officers, agents, and employees as additional insured** thereunder. The coverage must provide for a thirty-day written notice to the County of cancellation or lapse. Licensee shall provide evidence of the coverage to the County prior to execution of this Agreement.
13. **Assignment**. Licensee may not assign its rights under this Agreement.

14. **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, and never will, acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, 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 the County.
15. **Notices.** Notices under this Agreement must be in writing and will be effective when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

LICENSEE: Michael Reeves  
Chief of Land Acquisition  
East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland, CA 94605  
510-544-2607

COUNTY: Jessica Dillingham  
Principal Real Property Agent  
Contra Costa County Public Works Department  
Attn: Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
925-957-2453

16. **Governing Law.** This Agreement is governed by the laws of the State of California.
17. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by 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**

**LICENSEE**

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

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Name  
Title

**RECOMMENDED TO THE BOARD  
OF SUPERVISORS FOR APPROVAL:**

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

By \_\_\_\_\_  
Mark apHugh  
Associate Real Property Agent

# EXHIBIT A

