

LICENSE AGREEMENT

This license agreement ("Agreement") is dated September 1, 2021 and is between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California (the "District") and Panipat Plaza, LLC, a California limited liability company ("Licensee").

RECITALS

- A. The District owns fee title to land that includes Grayson Creek in the unincorporated community of Pacheco, California ("District Property"). The District Property situated immediately west of Licensee's property commonly known as 5844 Pacheco Boulevard (the "Licensee Property").
- B. Licensee desires to obtain the District's permission to use approximately 3,800 sq. ft. of the District Property, located west and adjacent to the Licensee Property, as more particularly shown in Exhibit A, attached hereto (the "Licensed Premises"), for the limited purposes described in this Agreement. The District is willing to grant Licensee a license to use 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 District hereby grants to Licensee, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Sections 2, 5, 7, and 8 below and for no other purpose without District's prior written consent.
2. **Use of Premises.** Licensee may use the Licensed Premises for ingress and egress to and from the Licensee Property by refuse collection trucks and by trucks delivering goods and merchandise to Licensee's tenants at the Licensee Property. Except as necessary to complete the installation of the improvements required by Section 5, Licensee shall not place garbage dumpsters and tallow bins on the Licensed Premises. Licensee shall not use, or permit others to use, the Licensed Premises for any purpose or activity other than the uses described in this section or in Sections 5, 7, and 8.
3. **Term.** The term of this Agreement commences on the date first written above. District 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. Notice to District shall be sent to Contra Costa County Flood Control and Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.
4. **License Fee.** During the term of this Agreement, Licensee shall pay a license fee to the District annually in advance in the amount of Four Thousand Five Hundred AND No/100 Dollars (\$4,500.00). The Licensee shall pay the license fee for the first year beginning May 1, 2022, within 30 days after the execution of this Agreement. The Licensee shall pay each license fee due thereafter no later than May 1st of the year for which payment is made. Every

two (2) years the License Fee shall increase by three percent (3%), beginning, May 1st, 2024. The 3% increase is based on the prior year's License Fee and rounded to the nearest \$10.00. District shall notify the Licensee in writing of the new fee at least sixty (60) days prior to the due date increase. However, if District fails to provide such notice, the License Fee increase will be due, and the Licensee will be obligated to pay such increase in arrears upon receipt of District's notice.

All license fees shall be hand delivered or mailed to the District and addressed to Contra Costa County Flood Control & Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

5. **Construction of Improvements.** In order to prevent gravel on District's property from entering the roadway (Center Avenue), Licensee shall do all of the following: pave the area of the street, and the area of the Licensed Premises immediately south of the sidewalk (which areas are designated "Area to be Asphalted" on Exhibit "A"); repair the concrete driveway (area designated "Driveway Conform" on Exhibit "A"); and install "No Parking" and "No Trespassing" signs along the north side of the Licensed Premises. The asphalt paving, concrete extension, and signs are hereinafter collectively referred to as "**Improvements.**" All Improvements shall be subject to the prior written approval by District. All costs to design, construct, install, and maintain these Improvements shall be Licensee's sole responsibility.

Before commencing work on the Improvements, Licensee shall obtain Encroachment Permits from Contra Costa County Public Works Department. In consideration of completing these Improvements, the District will waive, and it will cause the County to waive, Encroachment Permit fees that would otherwise be charged for the encroachment permits required to construct the Improvements. Licensee shall be responsible for obtaining any other approval from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County (County) or the District of any of Licensee's activities in connection with this License.

Licensee agrees to complete the installation of the Improvements by August 31, 2022 ("**Installation Deadline**"). Licensee may request, in a writing delivered to the District at least 30 days before the Installation Deadline, a one-time, 30-day extension of the Installation Deadline. The District shall have sole discretion to approve or deny the request for an extension, and the District shall provide its decision to Licensee in writing.

6. **Penalties.** If the Improvements are not completed by the Installation Deadline, Licensee shall pay the District Four Hundred AND No/100 Dollars (\$400.00) per month for each month, or portion thereof, that the Improvements remain incomplete. Licensee shall pay each penalty by the 10th day of the month for which payment is being made.
7. **Routine Maintenance and Emergency Repairs and Improvements.** Licensee shall not be required to obtain District's written approval for the performance of routine maintenance or emergency repairs on the Improvements. As used in this section, the term "routine maintenance" refers to work that does not alter the original condition of the Improvements as approved in writing by District, which work is required to prevent deterioration of said Improvements or are necessary to protect the safety of the public and others. Except in the

case of emergency or routine maintenance, Licensee shall obtain District's prior written consent for any other maintenance or other operations on the Licensed Premises.

8. **Damage to Improvements.** The District shall have no responsibility for the protection, maintenance, damage to, or removal of Improvements required by Section 5, caused by or resulting from District's use of the Licensed Premises or work or operation thereon. It shall be the sole responsibility of Licensee to provide and maintain adequate protection and surface markings for its own facilities.
9. **Maintenance and Litter.** At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises, including the storm drain inlet, in a clean, safe condition, free from waste, litter, and other items. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, animal waste, refuse, and trimmings. Licensee shall keep the Licensed Premises free from weeds and other vegetation, and Licensee shall abate weeds and vegetation to local fire district standards.
10. **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 Flood Control & Water Conservation District of this use.
11. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The District reserves the right to issue licenses, easements and permits to others that could affect the Property or the Licensed Premises.
12. **Existing Facilities.** It is understood and agreed that the District 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 District have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.
13. **Surface Rights Only; Damage.** The rights granted under this Agreement are surface rights only and no excavation is allowed, except and only to the extent necessary to install any Improvements. 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 District and the affected users.
14. **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 District.

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 District or any third person, to the satisfaction of the District (insofar as the property owned or controlled by the District is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the District and holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation any fines, penalties, judgements, 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 District.

15. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the District, its officers, employees, and agents ("District Parties") from and against all liabilities, judgments, costs, fees, fines, penalties, damages, expenses, and attorney's fees (collectively, "Liabilities") that arise from or are connected with (a) the granting of the license under this Agreement, (b) the negligence or willful misconduct of Licensee, its officers, employees, agents, or contractors while occupying and using the Licensed Premises or while installing or maintaining the Improvements, or (c) any injury or death suffered by any invitee, guest, or other member of the public while using the Licensed Premises. Notwithstanding the foregoing, Licensee shall have no obligation to defend, indemnify, save, and keep harmless the District Parties from any Liabilities that arise from or are connected with the sole negligence or sole willful misconduct of any District Parties. Licensee's obligations under this section shall survive the termination or expiration of this Agreement.
16. **Insurance.** Licensee agrees, at no cost to the District, to obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate for all claims or loses due to bodily injury, including death, or damage to property, including loss of use, and to **name Contra Costa County Flood Control & Water Conservation District, its officers, agents, and employees as additional insured** thereunder. The coverage must provide for a thirty-day written notice to the District of cancellation or lapse. Licensee shall provide evidence of the coverage to the District prior to execution of this Agreement.

Licensee further agrees, at no costs to the District, to obtain and maintain during the term of this Agreement Automobile Liability Insurance with respect to any vehicles owned, non-owned, leased or hired by or on behalf of the Licensee with a combined single limit of not less than \$1,000,000 for bodily injury or death to any person and damages to the property, including the loss of use thereof arising out of each accident or occurrence and as above to name the District, its officers, agents, and employees as additional insured thereunder.

17. **Assignment.** Licensee may not assign its rights under this Agreement.
18. **District's Title.** Licensee hereby acknowledges District's fee title in and to the Property and agrees never to assail or to resist the District'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 what is 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 District, but nothing herein commits the District to sell the Property or any interest therein to Licensee.

19. **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: Panipat Plaza, LLC
Attn: Kuldeep Singh and
Simiranjeet Singh
2175 Castillejo
Fremont, CA 94539

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

20. **Governing Law.** This Agreement is governed by the laws of the State of California.
21. **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 FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

PANIPAT PLAZA, LLC

By _____
Brian M. Balbas
Chief Engineer

By _____
Kuldeep Singh
Member

By _____
Simranjeet Singh
Member

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

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

By Naila Thrower
Naila Thrower
Senior Real Property Technical Assistant

Signature in Counterpart

Exhibit "A"

CENTER AVE

Areas to be
Asphalted

Driveway
Conform

Licensee
Property

Licensed
Premises

District
Property

25073003

25073004

25073002

