

LICENSE AGREEMENT

This License Agreement (“Agreement”), dated _____, 2022 is made by and between the East Bay Regional Park District, a California special district (“PARKS”) and the Contra Costa County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter called (“DISTRICT”).

WHEREAS, PARKS is the owner of that certain real property located at I Tour Way in Antioch, California, formally known as Roddy Ranch Golf Club described in the Grant Deed recorded April 30, 2018, from John T. Roddy and Donna M. Roddy, Trustees of the Roddy Trust, dated August 2, 2010, to the EAST BAY REGIONAL PARK DISTRICT, a California special district, Document Number 2018-0066840-00, Contra Costa County Records, as shown on Exhibit "A" attached hereto ("Property") (APN 057-060-017);

WHEREAS, DISTRICT desires permission to use a portion of the Property, to install and maintain a rain gauge and related equipment;

WHEREAS, PARKS is willing to grant permission to the DISTRICT to use the Property upon the terms and conditions contained herein;

Now, therefore, the parties agree as follows:

1. Grant of License. PARKS hereby grants to DISTRICT, a nonexclusive license to enter the Property to construct, install, operate, maintain, repair, and replace a rain gauge, radio, solar panel, and related equipment (“Facilities”) within a thirty-six (36) square-foot area, as shown on Exhibit “A”, attached hereto (“Premises”).
2. Term. The term of this Agreement shall commence on the Effective Date and expire TEN (10) years from the date hereof unless the Agreement hereunder is suspended, revoked or terminated in writing by the PARKS or DISTRICT.
3. Use of Premises. DISTRICT’s use of the Premises shall be limited to constructing, installing, operating, maintaining, repairing, and replacing the Facilities. DISTRICT may not install a fence and/or locked gate around the Premises without first obtaining written permission from PARKS.
4. Access. PARKS grants to DISTRICT the right of ingress and egress to and from Premises via Tour Way and the Property parking lot by a route that will cause the least practicable damage to the Property and the least inconvenience to PARKS during regular business hours (8 am – 5 pm). PARKS requires a minimum of 48 hours’ notice prior to DISTRICT planned access to the Property. Should DISTRICT require access outside of regular business hours, DISTRICT shall notify PARKS as soon as practicably possible.

PARKS CONTACT INFO

Park Supervisor (Rex Caufield): 510-544-2756; rcaufield@ebparks.org
Park Operations Staff: 510-544-2767; bdpark@ebparks.org

5. Permits and Approvals. DISTRICT shall be responsible for obtaining any permits or approvals from any agency having jurisdiction for the installation and use of the rain gauge. This Agreement does not constitute governmental approval by Contra Costa County for this use.
6. Nonexclusive Right of Use. The right to use the Premises is nonexclusive. PARKS reserves the right to issue licenses to others for other purposes.
7. Existing Facilities. It is understood and agreed that PARKS 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 the Property to maintain their facilities; DISTRICT shall not be compensated for damage to the Facilities resulting from such maintenance.

8. Damage. The rights granted herein are surface rights only and no excavation shall be allowed, with the exception of post holes that may need to be dug to secure the Facilities. In the event that DISTRICT needs to dig post holes, DISTRICT shall contact 811 prior to any digging to determine if any buried utilities are present. The DISTRICT's responsibility is to contact easement, lease, and license holders to determine that the Property can support any vehicle brought onto it by DISTRICT without damage to subsurface or surface facilities. DISTRICT shall repair all damage and return the Premises to a condition satisfactory to PARKS and other users.
9. Pollution. District, at its expense, shall comply with all applicable laws, regulations, rules, and others, with respect to the use of the Premises, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of such compliance upon request of PARKS.

Except for backup power batteries and cleaning solvents used to maintain the Facilities, no hazardous materials shall be handled at any time upon the Premises or the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon the Premises or the Property, due to DISTRICT's use and occupancy thereof, the DISTRICT, at its sole expense, shall be obligated to clean all the property affected thereby, whether owned or controlled by PARKS or any third party, to the satisfaction of PARKS and any governmental body having jurisdiction.

To the extent permitted by law, DISTRICT shall indemnify, hold harmless, and

defend PARKS and such holders of user rights against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorney's fees) incurred by PARKS and such other users as a result of DISTRICT'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 or after the term of this License, unless such liability, cost or expense is proximately caused solely by the active negligence of PARKS.

10. Maintenance. DISTRICT shall perform annual maintenance of the Facilities. If DISTRICT desires a permanent power connection to its Facilities from the nearby Cell Tower Site located on PARKS' Property, currently operated by Crown Castle, District shall execute a separate agreement with Crown Castle or successor for DISTRICT to install and underground an electrical conduit, at no expense to PARKS. If DISTRICT desires a permanent power connection to its Facilities from the nearby transformer located at Tour Way, this Agreement shall be amended for DISTRICT to install and underground an electrical conduit, at DISTRICT expense.

During the term of this Agreement, DISTRICT shall maintain the Premises and Facilities in a clean, safe and presentable condition, free from waste, litter and other items incidental to the use of the 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 Premises. DISTRICT agrees to keep the Premises free from weeds and to abate weeds to local fire district standards. If DISTRICT fails to comply, then after thirty (30) days after written notice specifying the needed work, PARKS may perform or arrange for the work to be performed at the expense of DISTRICT, which expense DISTRICT agrees to pay to the PARKS upon demand.

11. Hold Harmless. DISTRICT shall defend, indemnify, save, and keep harmless PARKS and its agents against all liabilities, judgments, costs, and expenses, which may in any way accrue against PARKS in consequence of the granting of this License, save and except claims or litigation arising from the sole negligence or sole willful misconduct of PARKS.
12. Insurance. DISTRICT agrees, at no cost to the PARKS, to obtain and maintain during term of this License, comprehensive liability insurance with a minimum combined single limit coverage of \$500,000 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 resulting from DISTRICT's use and occupancy of the Premises, and to name PARKS, its officers, agents, and employees as additional insured thereunder. Said coverage shall provide for a thirty (30) day written notice to PARKS of cancellation or lapse. Evidence of such coverage shall be furnished to PARKS prior to execution of this License.

13. Assignment - Subletting. DISTRICT shall not assign or sublet DISTRICT's rights under this Agreement, without prior written consent of PARKS' General Manager.
14. Option to Extend. This license can be extended for one ten (10) year period, upon mutual agreement of both parties hereto. Said mutual agreement shall be in writing and signed by both parties, no later than sixty (60) days before the expiration of the original term.
15. Termination. Either party to this Agreement may, at any time and without cause terminate this Agreement by providing the other party with written notice of termination. If PARKS terminates this Agreement, DISTRICT shall have reasonable time to remove their Facilities, not to exceed five (5) business days.
16. Notices. All notices pursuant to this license shall be addressed as set forth or as either party may subsequently designate by written notice and shall be sent through the United States mail or by personal delivery:

TO: PARKS

East Bay Regional Park District
Attn: Land Acquisition Department
2950 Peralta Oaks Court
Oakland, CA 94605
(510) 544-2607

TO: DISTRICT

Brian M. Balbas, Chief Engineer
Contra Costa County Flood Control & Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Phone No. (925) 313-2000
Facsimile No. (925)-313-2333

Attn: Mark Boucher
Email: mark.boucher@pw.cccounty.us

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 parties hereto.

DISTRICT

Contra Costa County Flood Control and Water Conservation District,
A political subdivision of the State of California

By: _____
Brian M. Balbas, Chief Engineer

RECOMMENDED FOR APPROVAL:

By: Mark apHugh
Mark apHugh
Associate Real Property Agent

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

PARKS

East Bay Regional Park District, a California special district

By: _____
Sabrina Landreth, General Manager

Approved as to Form:

By: _____
Jason Rosenberg, Assistant General Counsel

EXHIBIT A
Deer Valley Regional Park
CCCFC&WCD Rain Gauge

- Paved Roads and Trails
- ⋯ Unpaved Roads and Trails
- * Access to site is via Tour Way

