

LICENSE AGREEMENT

This License Agreement ("**License Agreement**") dated 8 Nov, 2010, is entered into by and between United States of America – Military Ocean Terminal, Concord ("**MOTCO**") and Contra Costa County Flood Control and Water Conservation District ("**LICENSEE**"). MOTCO owns certain real property, located at Bailey Road in Concord, also known as Assessor's Parcel No. 111-010-014 (hereinafter "License Area") and highlighted on Exhibit A, attached hereto and incorporated herein.

LICENSEE has requested permission to install and maintain a rain gauge monitor and related equipment ("the Equipment") on the License Area, as shown on Exhibit B, attached hereto and incorporated herein. MOTCO is willing to have LICENSEE install and maintain the equipment subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Grant of License. MOTCO hereby grants to LICENSEE, and LICENSEE hereby accepts from MOTCO, the temporary, non-exclusive right, privilege, and permission to use the License Area for the purpose of ingress and egress; and installation and maintenance of a rain gauge monitor and related equipment, and for no other purpose.
2. Term. The term of this License Agreement shall commence on August 10, 2010 and shall terminate on August 10, 2029, unless terminated by either party upon thirty (30) days prior written notice.
3. Condition and Maintenance.
 - a. MOTCO represents and warrants that LICENSEE has inspected and examined the License Area and accepts the License Area in its present "as is" condition.
 - b. LICENSEE, at its expense, shall maintain and preserve the property of MOTCO and at the expiration or other termination of this Agreement, LICENSEE shall surrender the License Area, to MOTCO in as good condition as the License Area was in at the date of the execution of this License Agreement, reasonable wear and tear excepted. Upon the expiration or other termination of this Agreement, LICENSEE shall remove any equipment installed by LICENSEE in the license area.

- c. LICENSEE shall keep the License Area in a clean, orderly and sanitary condition to the satisfaction of MOTCO.
4. Alterations. No alterations, changes and/or additions of any character shall be made to the License Area without the prior written consent of MOTCO and, if such consent is secured, such changes shall be at the sole cost and expense of LICENSEE.
5. Indemnification. LICENSEE agrees to defend, indemnify, save, protect and hold harmless MOTCO, its officers, agents, contractors, and employees from and all claims, costs and liability, including reasonable attorneys fees, for any damage, injury or death, including without limitation all consequential damages, to persons or property to the extent arising from the LICENSEE's negligence or willful misconduct arising as a result of LICENSEE's use of the subject License Area, and if requested thereby, will defend any such actions at the sole cost and expense of the LICENSEE.
6. Insurance. LICENSEE is self-insured for the indemnity obligations described in paragraph 5, and hereby assumes the obligations in the place and stead of any insurance carrier.
7. Permits and Licenses. LICENSEE shall be responsible for obtaining, at its expense, any and all permits or licenses that may be required in connection with LICENSEE's operation and/or use of the License Area, and be responsible for compliance with all applicable statutes, orders, rules and regulations of any public agency with jurisdiction over the License Area. LICENSEE shall pay all debts incurred by LICENSEE for the purchase of supplies, materials, equipment, and for services of any sort, for use in connection therewith.
8. Compliance with Laws; Liens. LICENSEE shall at all times comply with, and shall pay all costs and expenses which may be incurred or required to be paid in order to comply with, any and all permitting requirements, laws, statutes, labor codes, ordinances, rules and regulations, hazardous materials laws, covenants and restrictions of record, life and fire safety and similar requirements, including those of the State of California, the County of Contra Costa, the City of Concord, or other applicable public authority ("Laws") which apply to the operation and use of the License Area or any portion thereof, including those requiring alterations or additions to be made to, or safety appliances or devices to be maintained or installed in, on or about the License Area or any portion thereof under any Laws now or hereafter adopted, enacted or made and applicable to the License Area or any portion thereof, and payment of any fees, charges or assessments arising out of or in any way related to the License Area or any portion thereof as a source of adverse environmental impacts or effects. LICENSEE shall not permit or suffer any mechanic's lien to be filed against the License Area, or any interest of MOTCO therein, and shall immediately discharge any such lien and shall protect, indemnify, defend and hold harmless MOTCO in connection therewith, except to the extent the lien is caused by MOTCO's sole, active negligence or willful misconduct.

9. Advertising. LICENSEE agrees that neither it nor its agents will at any time display any advertising sign on the License Area without the prior written approval of MOTCO.

10. Utilities. Any electricity, natural gas, water, or janitorial services which Licensee may desire shall be furnished and paid for by Licensee at its sole expense.

11. Assignment of License Agreement. The license granted herein is personal to LICENSEE. Licensee shall not assign this License Agreement, or any interest therein, or rights under it, nor enter into any agreement with any third person or persons respecting the use or occupation of the License Area, without the prior written consent of MOTCO, which MOTCO may withhold in its sole and absolute discretion. Any assignment in violation of this Section 11 shall be void.

12. Access and Use of Property. LICENSEE agrees that MOTCO or its appointed representatives shall have access to the License Area at all times. LICENSEE shall have access right to the License Area for periodic maintenance service during regular business hours. LICENSEE shall notify MOTCO within 48 hours prior to its intended time to access the License Area for maintenance purposes. To access the License Area outside normal business hours in the case of emergency, LICENSEE shall contact MOTCO at the earliest practicable time. LICENSEE staff will provide California Driver's License, automobile registration and automobile insurance to security before entering the property.

13. Risk of Loss. MOTCO assumes no responsibility for loss or damage to the property of LICENSEE or any LICENSEE Parties.

14. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery to MOTCO's address and MOTCO's address, or to such other place as MOTCO or LICENSEE may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

LICENSEE's Address: Contra Costa County Flood Control and Water
Conservation District
Attention: Mark Boucher
255 Glacier Drive
Martinez, California 94553-4825
(925) 313-2274

MOTCO's Address: United States of America – Military Ocean
Terminal Concord
Attention: Reginald Dones
410 Norman Avenue
Concord, California 94519-2578
Telephone: 925-246-4028

15. Entire Agreement. This License Agreement, including all Exhibits (which are hereby incorporated by reference), contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this License Agreement. No waiver, alteration, modification, or termination of this License Agreement shall be valid unless made in writing and signed by MOTCO and LICENSEE.

16. Interpretation. This License Agreement shall be deemed to be jointly prepared by both of the parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the parties hereto. The words "including," "included," "include" and words of similar import shall be not be interpreted as words of exclusion but shall instead be interpreted as though followed by the words "but not limited to" or "without limitation." No waiver by MOTCO of any breach or default of any provision of this License Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach or default by Licensee of the same or any other provision. The invalidity of any provision of this License Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

17. Authority. Each individual executing this License Agreement on behalf of Licensee has full power and authority to execute and deliver the License Agreement on behalf of Licensee.

18. Third-Party Beneficiaries. This License Agreement does not create any third-party beneficiary rights for any person or entity.

[Signatures follow on next page]

LICENSEE:

Contra Costa County Flood Control and
Water Conservation

By: _____

Name: SUPERVISOR JOHN GIOIA

Its: CHAIR OF BOARD OF SUPERVISORS

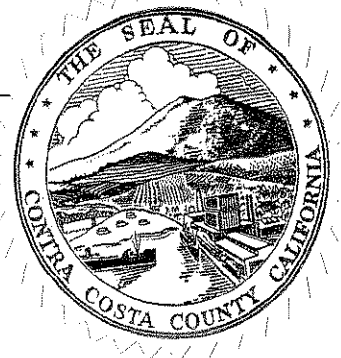
I hereby certify that this is a true and correct copy of
an action taken and entered on the minutes of the
Board of Supervisors on the date shown.

ATTESTED: JANUARY 11, 2011

DAVID TWA, Clerk of the Board of Supervisors and
County Administrator

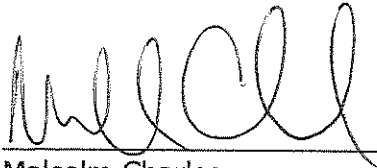
By _____

Deputy



MOTCO:

United States of America -
Military Ocean Terminal Concord



Malcolm Charles
Director of Public Works

LICENSEE:

Contra Costa County Flood Control and
Water Conservation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

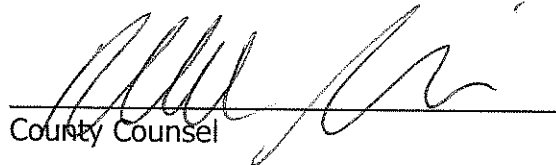

County Counsel

EXHIBIT A
PROPERTY
APN 111-010-014



Google

Eye alt 1918 ft

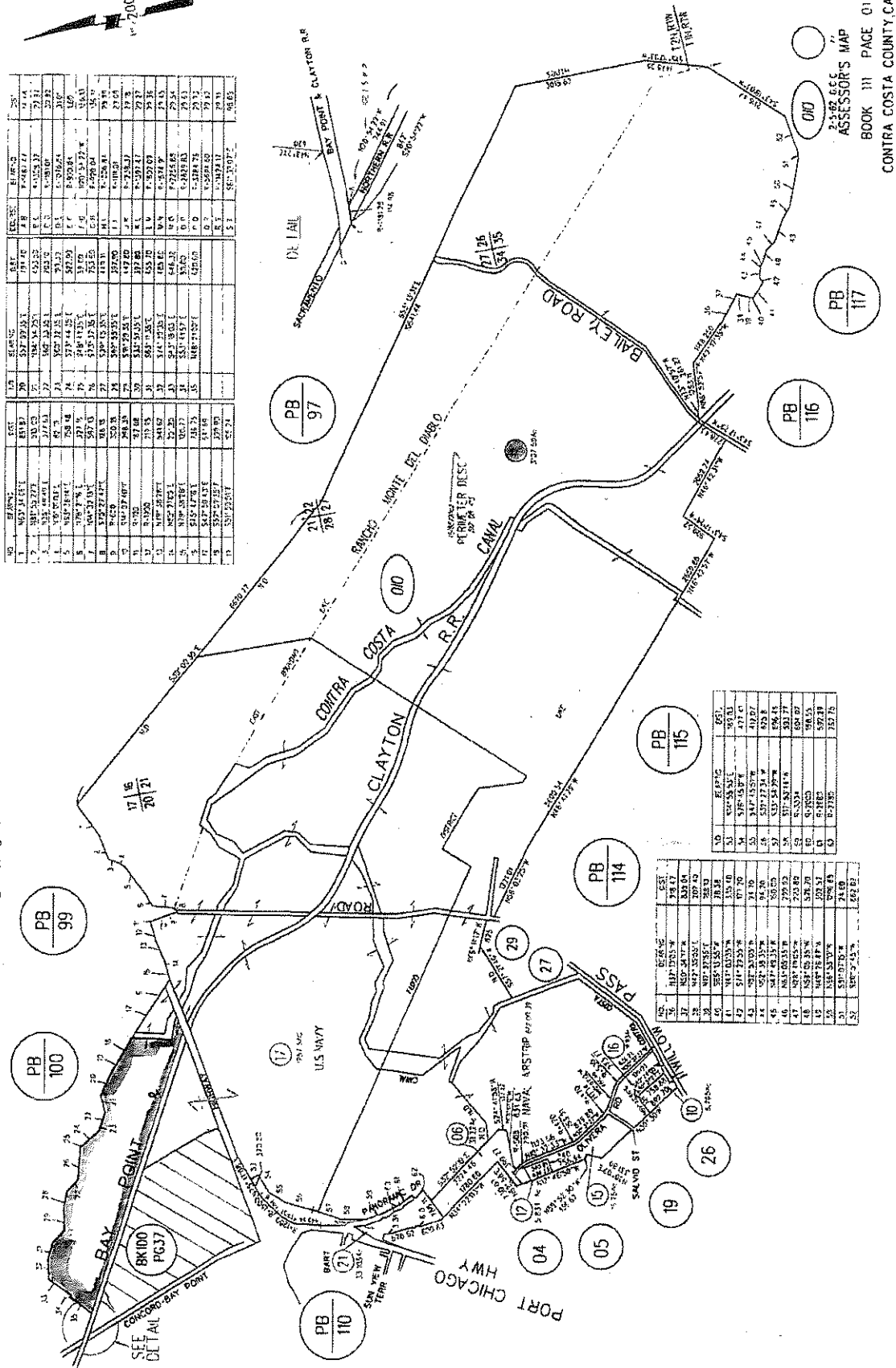
Gauge Location

© 2010 Google

38° 1.124' N 122° 1.256' W elev 47 ft

523 ft

7-2000

[illegible]

MS	DATE	CS
1	11/17/95	9847
2	12/04/95	9848
3	12/11/95	9849
4	12/18/95	9850
5	12/25/95	9851
6	1/01/96	9852
7	1/08/96	9853
8	1/15/96	9854
9	1/22/96	9855
10	1/29/96	9856
11	2/05/96	9857
12	2/12/96	9858
13	2/19/96	9859
14	2/26/96	9860
15	3/05/96	9861
16	3/12/96	9862
17	3/19/96	9863
18	3/26/96	9864
19	4/02/96	9865
20	4/09/96	9866
21	4/16/96	9867
22	4/23/96	9868
23	4/30/96	9869
24	5/07/96	9870
25	5/14/96	9871
26	5/21/96	9872
27	5/28/96	9873
28	6/04/96	9874
29	6/11/96	9875
30	6/18/96	9876
31	6/25/96	9877
32	7/02/96	9878
33	7/09/96	9879
34	7/16/96	9880
35	7/23/96	9881
36	7/30/96	9882
37	8/06/96	9883
38	8/13/96	9884
39	8/20/96	9885
40	8/27/96	9886
41	9/03/96	9887
42	9/10/96	9888
43	9/17/96	9889
44	9/24/96	9890
45	10/01/96	9891
46	10/08/96	9892
47	10/15/96	9893
48	10/22/96	9894
49	10/29/96	9895
50	11/05/96	9896
51	11/12/96	9897
52	11/19/96	9898
53	11/26/96	9899
54	12/03/96	9900

NO	REGNO	OSI.
51	52-5835	49.03
54	576-4587	477.6
55	347-4587	412.07
56	537-2734	625.8
57	537-5429	596.45
58	517-5818	531.77
59	5-3334	604.02
60	9-7950	500.55
61	6-2483	597.39
62	6-2735	263.76

EXHIBIT B LICENSE AREA & EQUIPMENT

