

SECOND AMENDMENT TO LICENSE AGREEMENT

IRON HORSE REGIONAL TRAIL

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND EAST BAY REGIONAL PARK DISTRICT

This Second Amendment to License Agreement ("Second Amendment of 2025") is entered into and effective as of January 20th, 2026, ("Effective Date"), by and between Contra Costa County Flood Control and Water Conservation District, a flood control district organized under the laws of the State of California, ("Licensor") and the East Bay Regional Park District, a California special district, ("Licensee") to amend the *Iron Horse Regional Trail Walnut Creek Extension License Agreement*, dated June 6th, 1995 (the "*License Agreement*"), and as previously amended. Licensor and Licensee are sometimes individually referred to herein as a "Party," and collectively as "Parties."

WHEREAS, Licensor owns certain real property along the Walnut Creek and Pacheco Creek channels as depicted in Exhibit "A" (the "Property") attached hereto and made a part hereof; and

WHEREAS, Licensee operates the Iron Horse Regional Trail ("Trail"), a two-county interurban recreational and commuter trail open to pedestrians, cyclists, and equestrians; and

WHEREAS, on June 6th, 1995, Parties entered into the *License Agreement* to provide for construction, reconstruction, maintenance, removal, and use of the Trail along the Walnut Creek Channel from Monument Boulevard to the Clayton Valley Drain for the passage of pedestrians, equestrians, and bicycles only, together with the necessary appurtenances thereto, as more particularly set forth in the *License Agreement*; and

WHEREAS, on April 3, 1996, pursuant to the terms of the *License Agreement*, Licensor and Licensee amended the *License Agreement*, by extending the license premises from the Clayton Valley Drain north to Marsh Creek Drive ("First Amendment of 1996"); and

WHEREAS, on March 23, 2021, pursuant to the terms of the *License Agreement*, Licensor and Licensee extended the term of the amended *License Agreement* for an additional 25 years, terminating on March 3, 2044 (Letter Agreement of 2021"); and

WHEREAS, Licensee plans to permit, design, construct, and operate an extension of the Iron Horse Regional Trail from its current terminus at Marsh Drive north to Licensee's Waterbird Regional Preserve; and

WHEREAS, Licensee wishes to locate the Iron Horse Regional Trail extension upon existing and currently planned levees owned by Licensor along the Walnut Creek, Grayson Creek, and Pacheco Creek channels; and

WHEREAS, Licensor and Licensee desire to enter into this Second Amendment to modify Licensee's area of responsibility under the *License Agreement*, as previously amended, by adding five segments on the Property, as described herein and shown on the attached Exhibit "B."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereby agree to amend the *License Agreement*, as previously amended, as follows:

A. Licensed Premises:

The last paragraph of Section I (Definitions) is deleted in its entirety and replaced with:

“As used in this License, the “Trail” shall refer to a 20-foot-wide corridor located on the most westerly bank from the former Southern Pacific Transportation Company corridor to Concord Avenue and the most easterly Bank from Concord Avenue to Marsh Drive of the property, thence from 1) Marsh Drive down to the Walnut Creek Channel and then north along the west bank of the Walnut Creek Channel upon the existing levee to Imhoff Drive, 2) from Imhoff Drive north along the west bank of the Walnut Creek Channel upon the new levee and over the Grayson Creek Channel, 3) from the Grayson Creek Channel north along the west bank upon the new levee to the BNSF Railroad Right-of-Way, 4) from the BNSF Railroad Right-of-Way north along the west bank of the Walnut Creek Channel upon the new levee to the eastern boundary of the Gonsalves & Santucci Inc. property identified as APN #159-250-019, and 5) from the northern boundary of the 40.55-acre Gonsalves & Santucci Inc Property southwest along the south and east bank of the Pacheco Creek Channel upon the existing levee to the northern boundary of the 0.04-acre State of California property identified as APN #380-030-033, and continuing from the southern boundary of that same State of California property in a southeasterly direction along the existing levee for approximately 750 linear feet and then crossing the Pacheco Creek channel and terminating at the eastern boundary of the 55.10-acre South Parcel Management LLC property identified as APN #380-030-044-8; all illustrated in “Exhibit B” attached, which may include, subject to Licensor’s approval and inspection as provided in Section 10, an asphalt or concrete path, shoulder, equestrian trail, signs, drainage facilities, barrier fencing or walls, landscaping and bridges.”

B. Maintenance and Litter:

The following sentence shall be amended to the end of Section 7 (Maintenance and Litter):

“Licensee’s trail maintenance, litter pick-up, and weed abatement responsibilities shall commence upon completion of Trail construction and opening of the Trail to public use.”

C. Approval and Inspection of Work:

The first sentence of the third paragraph of Section 10 (Approval and Inspection of Work) shall be amended as follows:

“It is understood that this License does not include the land under Diamond Blvd., Willow Pass Road, and State Highway 242, Concord Ave., and Imhoff Drive (Public Streets).”

D. Patrol:

Section 14 (Patrol) is replaced with the following:

“Unless closure is needed for repair, maintenance, or other requirements, the Trail will be open during the hours of operation in effect under Licensee’s Ordinance No. 38. Licensee may post signs in accordance with Licensee’s operational standards, and as set forth by Ordinance No. 38. Licensee will provide public safety patrol to the Trail to the same extent it provides its other

recreational facilities or parklands, subject to availability, and without guarantee of safety or security of the Premises.

Licensee's patrol for unauthorized use and public safety responsibilities shall commence upon completion of Trail construction and opening of the Trail to public use."

E. Encroachment Permits:

Section 25 (Encroachment Permits) is replaced with the following:

"Licensor maintains the right to grant permits, easements, licenses, and leases to third parties for use of the Property. Licensee shall have the right to issue its own permits for uses that pertain to trail use across the Licensed Premises. Any work to be conducted by third parties which requires access to, or impacts on, the Trail will require the permittees to also obtain and pay for an encroachment permit (also called "Temporary Park Access Permit") from the Licensee, so that Licensee may evaluate and manage impacts to its Trail, manage the safety of Trail users, and assess appropriate fees for use of the Trail. Licensor shall advise permittees to contact Licensee to apply for a Temporary Park Access Permit."

E. Effect: Except as modified by the First Amendment of 1996, Letter Agreement of 2021, and this Second Amendment of 2025, the *License Agreement* of June 6, 1995 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment, in duplicate the day and year first written above.

**Contra Costa County Flood Control
and Water Conservation District**

By: _____
Warren Lai, Chief Engineer

East Bay Regional Park District

By: _____
Max Korten, Acting General Manager


Recommended for approval:

By: _____
Angela Bell, Supervising Real Property
Agent

Approved as to Form:

Thomas L. Geiger, County Counsel

Approved as to Form:

_____
Jason Rosenberg, Assistant General Counsel

By: _____
Michael George, Deputy County
Counsel

Exhibit A: Iron Horse Regional Trail CCCFCWCD Properties

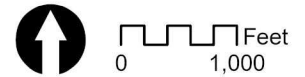


Exhibit B: Iron Horse Regional Trail

Section I - Marsh Drive to Imhoff Drive

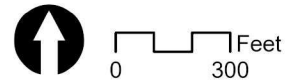


Exhibit B: Iron Horse Regional Trail

Section 2- Imhoff Drive over Grayson Creek Channel

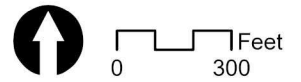


Exhibit B: Iron Horse Regional Trail

Section 3- Grayson Creek Channel to BNSF Railroad Right-of-Way

0 400 Feet



Exhibit B: Iron Horse Regional Trail

Section 4- BNSF Railroad Right-of-Way to Gonsalves & Santucci Inc. Property

0 200 Feet

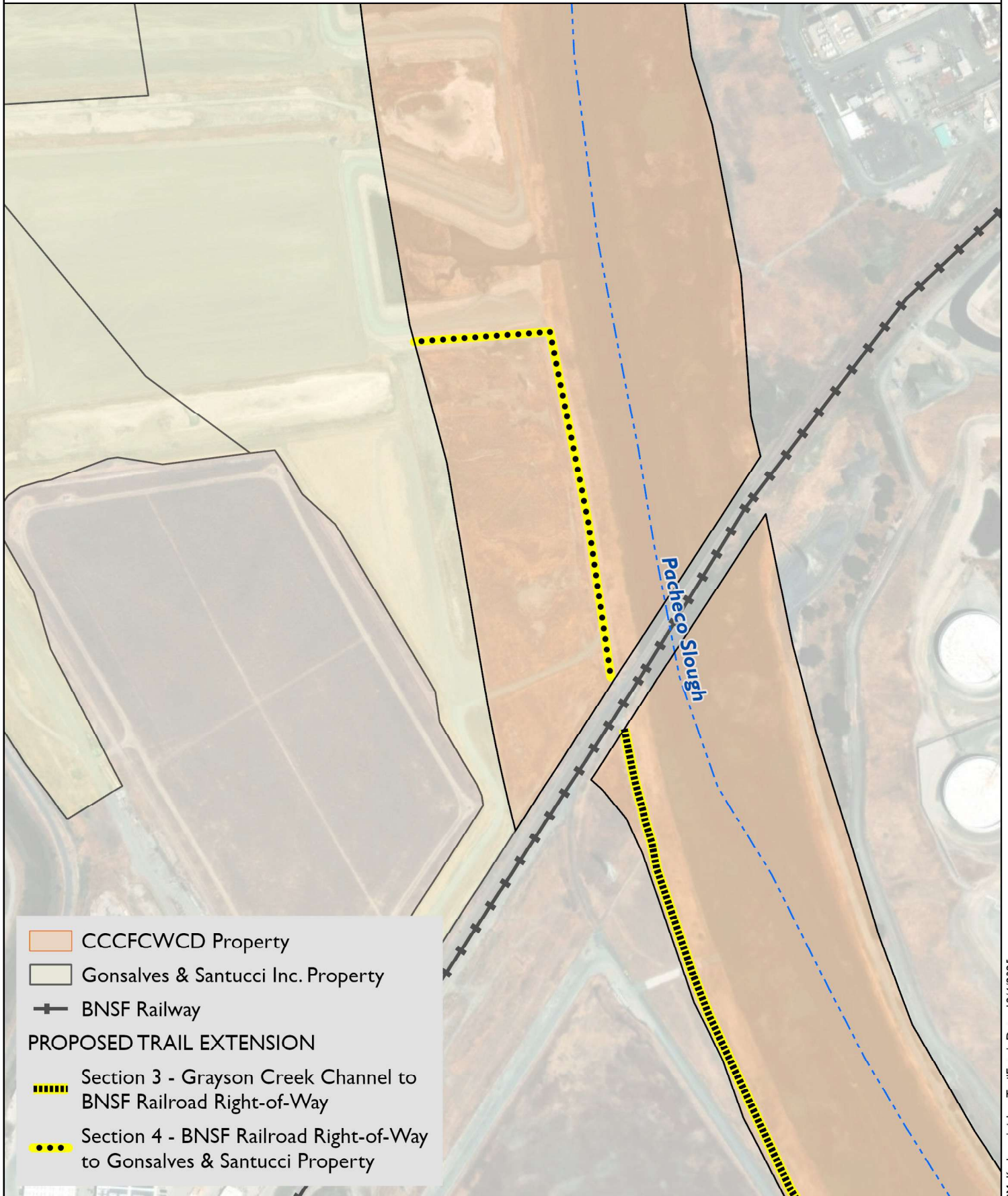


Exhibit B: Iron Horse Regional Trail

Section 5: From Gonsalves & Santucci Inc. Property along Pacheco Creek Channel

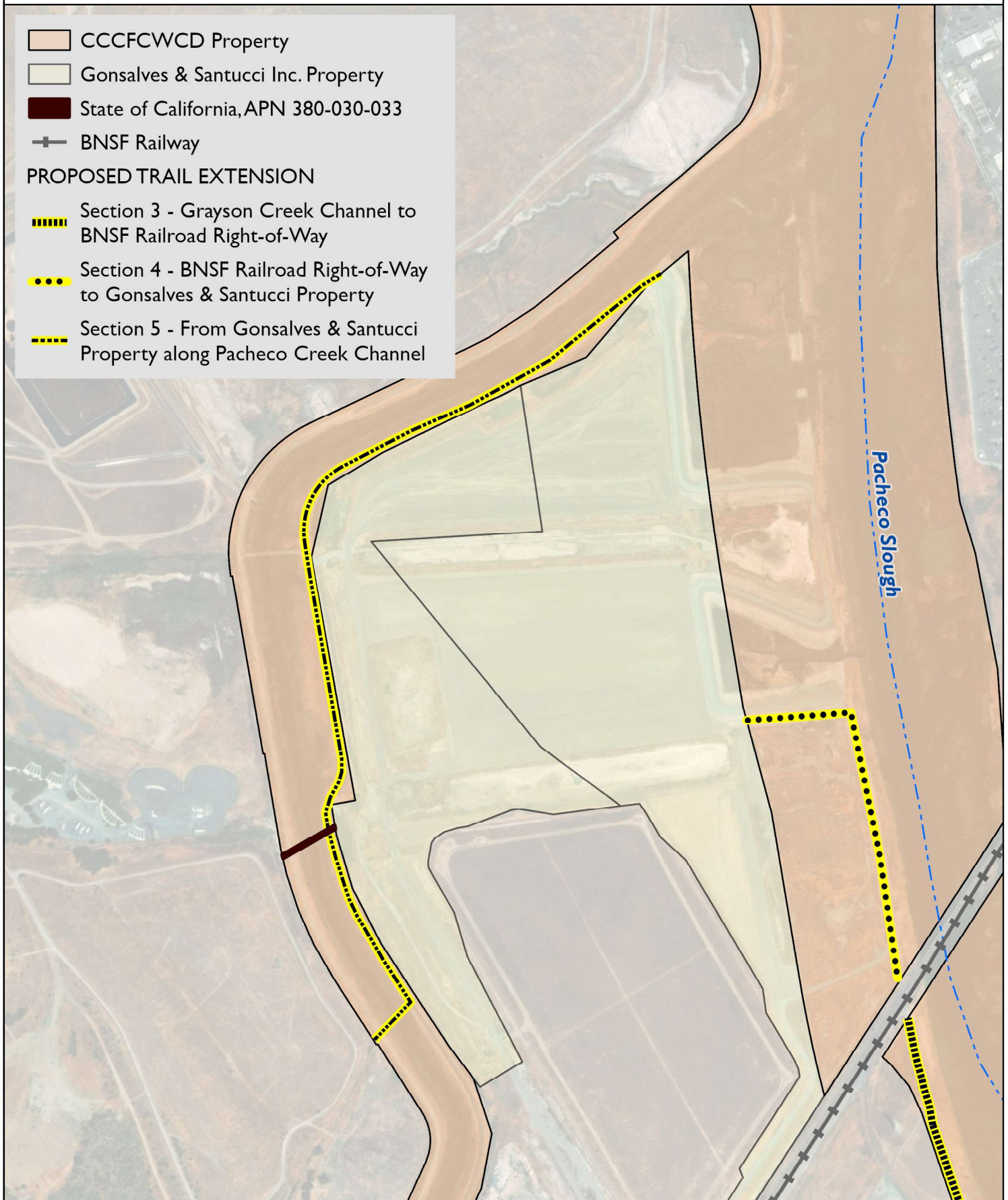
0 250 Feet



- CCCFCWCD Property
- Gonsalves & Santucci Inc. Property
- State of California, APN 380-030-033
- BNSF Railway

PROPOSED TRAIL EXTENSION

- Section 3 - Grayson Creek Channel to BNSF Railroad Right-of-Way
- Section 4 - BNSF Railroad Right-of-Way to Gonsalves & Santucci Property
- Section 5 - From Gonsalves & Santucci Property along Pacheco Creek Channel





**EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2025 - 12 - 225
DECEMBER 2, 2025**

**AUTHORIZATION TO AMEND THE EXISTING LICENSE AGREEMENT AND TO
EXECUTE A NEW JOINT USE AGREEMENT WITH CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO FACILITATE
FUTURE TRAIL CONSTRUCTION: IRON HORSE TRAIL**

WHEREAS, the Iron Horse Regional Trail is a popular two-county interurban recreation trail used by pedestrians, joggers, and cyclists for recreation and commuting. The 32-mile-long trail is mostly developed within the former Southern Pacific Railroad right-of-way. North of Monument Boulevard in Concord, however, the trail runs along Walnut Creek on levees owned and operated by Flood Control; and

WHEREAS, the trail currently terminates at Marsh Drive in Concord, and the Park District's 2013 Master Plan envisioned an extension of the Iron Horse Trail from Marsh Drive to Waterbird Regional Preserve, and the Park District and Flood Control previously collaborated on a feasibility study and determined that a trail running primarily along newly built Flood Control levees along Walnut and Pacheco creeks would be the preferred alternative; and

WHEREAS, as part of securing a permit from the San Francisco Bay Conservation and Development Commission for levee modification and habitat restoration projects within the Lower Walnut Creek Channel, Flood Control is required to provide new public access improvements along Walnut Creek, and the Park District is prepared to plan, design, construct and operate a new segment of the trail; and

WHEREAS, Park District and Flood Control staff have successfully negotiated and drafted a Second Amendment to License Agreement which would add roughly 2.5 linear miles of future trail to the trail license area; and

WHEREAS, a short portion of the planned trail extension is on private property owned by Gonsalves & Santucci and with its Resolution No. 2024-09-177, the Board of Directors authorized staff to accept a trail easement from the property owners; and

WHEREAS, said property owners stipulated that the Park District and Flood Control first execute an agreement regarding cooperative use of the overlapping trail and drainage easements prior to recordation of the donated trail easement; and

WHEREAS, Park District and Flood Control staff have successfully negotiated and drafted a Joint

Use Agreement for Iron Horse Trail Extension Over Flood Control Drainage Easement.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes the execution of the Second Amendment to License Agreement and the Joint Use Agreement and the Joint Use Agreement for Iron Horse Trail Extension Over Flood Control Drainage Easement as presented to the Board on December 2, 2025; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director Waespi, seconded by Director Sanwong, and adopted December 2, 2025 by the following vote:

FOR: Luana España, Dennis Waespi, John Mercurio, Olivia Sanwong, Elizabeth Echols, and Lynda Deschambault

AGAINST: None

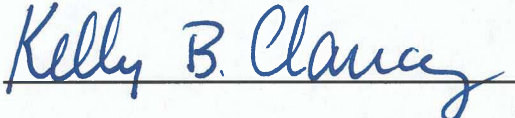
ABSTAIN: None

ABSENT: Colin Coffey

Attested by Clerk of the Board Kelly Clancy



John Mercurio
Board President



Kelly B. Clancy