License Agreement
Between
Contra Costa County
And
Cratus, Inc.

APN: 183-093-031

This License Agreement ("Agreement") is made and entered into on this 1st day of November 2024, by and between Contra Costa County, a political subdivision of the State of California, ("County") and Cratus Inc., a California corporation ("Licensee"). The County and the Licensee are sometimes referred to together in this Agreement as the "parties" and each as a "party."

Recitals

A. County is the owner of real property known and designated as the Iron Horse Corridor ("IHC") that runs from Mayette Avenue in the City of Concord to the County Line in the City of San Ramon. The IHC is used for recreational, transportation, and other public purposes, and the County licenses the use of the IHC to other entities.

B. The Licensee desires to obtain a license from the County to use a portion of the IHC, identified as Assessor's Parcel Number 183-093-031, identified on Exhibit "A", attached hereto (the "Licensed Premises"). The County is willing to license the use of the Licensed Premises to the Licensee under the terms and conditions contained in this Agreement. The County has determined that granting a license under these terms and condition will not unreasonably interfere with the County's use of the IHC.

Agreement

1. **Grant of License**: Subject to the terms and conditions of this Agreement, the County, for good and valuable consideration, hereby grants to the Licensee, and Licensee hereby accepts from the County, a nonexclusive, revocable license to enter onto and use the Licensed Premises subject to the terms of this Agreement.

2. **Use**: Licensee may use the Licensed Premises for the storage of steel containers, underground materials such as PVC, HDPE, and VCP pipes, precast concrete manholes, crushed rock, class II aggregate base, pipe fittings, couplings, concrete boxes, small tools, portable toilets, operable construction equipment, pipe trailer, and vehicles, in the Licensed Premises (the "Personal Property"). Licensee shall not store office trailer, underground materials, trench backfill material, trench excavated material, operable construction equipment, or vehicles within the 10-foot-wide pipeline easement as marked by Kinder Morgan. Licensee shall not use, or permit others to use, the Licensed Premises for any purposes other than those set forth in this Section without first obtaining the written approval of County's Public Works Director, or designee, which shall be within its sole discretion to provide. Licensee shall not construct any improvements, including but not limited to new fencing, replacement fencing, landscaping, or fixtures, within the Licenses Premises without first obtaining the written approval of County's Public Works Director, or designee, which shall be within its sole discretion to provide. Any use of the Licensed Premises for purposes other than those set forth in this Section or otherwise approved in writing by the

Public Works Director, or designee, shall be cause for the immediate termination of this Agreement.

3. **Primary Use of the Licensed Premises**: The Licensed Premises is within the IHC, which consists of a corridor that the County is in the process of developing for transportation, utility, and other purposes. Underground utility facilities are already in place, and it is anticipated that, in the future, a mass transportation system and additional utility facilities will be constructed or installed within the IHC or Licensed Premises. Any and all rights granted or implied by this Agreement shall be subordinated to the uses just mentioned, as well as to other uses of the Licensed Premises made or permitted by the County.

   The Licensee acknowledges that the uses just described constitute the primary use of the IHC and the Licensed Premises and that the Licensee's use of the Licensed Premises pursuant to this Agreement is secondary and subordinate to said primary uses. The Licensee shall not, at any time, use or permit the public to use the Licensed Premises in any manner that will interfere with or impair said primary uses of the Licensed Premises or the use of the Licensed Premises by Co-users (defined below). All rights granted to the Licensee hereunder are subject and subordinate to all existing and future rights, rights of way, reservations, franchises, easements, and licenses in the Licensed Premises, regardless of who holds the same (collectively referred to herein as "Co-users"), including the County's right to use the Licensed Premises for emergency or any other purpose.

4. **County's Title**: Licensee hereby acknowledges County's fee title in and to the Licensed Premises and agrees never to assail or to resist said title. Licensee agrees that it has not acquired, nor will it hereafter acquire, any rights or interest in the Licensed Premises, nor does Licensee have, nor will it obtain, any right or claim to the use of the Licensed Premises beyond any specifically authorized by this Agreement or later approved in writing by the County. Construction of any improvements by Licensee on or about the Licensed Premises shall not give rise to a license coupled with an interest. To the contrary, the license granted hereunder shall remain revocable by County throughout the entire term of this Agreement.

5. **Term**: The term of this Agreement will commence on the Effective Date following approval by the County's Board of Supervisors. This Agreement expires on October 31, 2026, unless this Agreement is terminated earlier.

6. **Fee**: As consideration for this Agreement, for each month or portion thereof during the term of this Agreement Licensee shall pay County a nonrefundable fee of FOUR THOUSAND DOLLARS ($4,000.00) per month, payable on the 1st of the month for which payment is made. Payments shall be made payable and mailed to:

   Contra Costa County
   Real Estate Division
   255 Glacier Drive
   Martinez, CA 94553

7. **Revocation of License and Termination of Agreement**: County may revoke the license granted hereunder and terminate this Agreement at any time, for any reason or no reason, with or without cause, upon thirty (30) days' advance written notice to Licensee. In the event of revocation, Licensee shall have no right and shall not seek any reimbursement for expenses of Licensee, or for any other purpose.

Upon the expiration or termination of this Agreement, Licensee shall surrender the Licensed Premises and any Improvements (except as otherwise provided herein) in good condition, ordinary wear and tear accepted. Notwithstanding the foregoing, if County does not desire any Improvements to remain on the Licensed Premises, County will provide written notice to Licensee identifying the Improvements that Licensee must remove. Licensee shall, within thirty (30) days following receipt of County's notice, and at Licensee's sole cost and expense, remove all of the Improvements identified in County's notice, and surrender the Licensed Premises to County in good condition and clear of any and all Improvements, above or below ground level, identified in the notice from County.

If Licensee fails to remove the Improvements identified in County's notice within thirty (30) days following receipt of County's notice, County may remove the Improvements and restore the Licensed Premises at Licensee's expense, which expense Licensee agrees to pay to County promptly upon demand. Licensee's obligations in this Section shall survive the termination or expiration of this Agreement.

8. **Security**: Licensee shall be solely responsible for the safety and security of the Licensed Premises and County shall have no responsibility for the safety and security of the Licensed Premises. Licensee shall prevent unauthorized use of the Licensed Premises.

9. **Suspension or Limitation of Use**: County and its Co-users shall have the right, in the County's sole discretion, to suspend or to limit the use of the Licensed Premises by the Licensee and the general public, without compensation to Licensee, for a reasonable amount of time, as solely determined by County, for protection of public safety, or for the construction, installation, operation, maintenance, or repair of other facilities on, within, or near the Licensed Premises, or in the event of Licensee's breach of any term or condition of this Agreement, including without limitation failure to carry proper insurance or properly maintain the Licensed Premises. Should such suspension or limitation be necessary, the County shall provide Licensee fifteen (15) days prior notice in writing, except prior written notice will not be required in cases of emergency maintenance or repairs.

   The County shall not be held responsible or liable for damage or removal of any Personal Property or any improvements on the Licensed Premises when the County finds it necessary to accomplish work for the maintenance, construction, repair, reconstruction, or alteration of the County's property, and where the Licensee has failed to remove the Personal Property or improvements. However, the County will exercise reasonable care to minimize adverse impacts of such work upon the Licensed Premises.

10. **Permits and Approvals**: Licensee shall be responsible for obtaining any permits or approvals from any agency having jurisdiction over the Licensed Premises before Licensee begins any work. This Agreement does not constitute governmental approval by Contra Costa County of any existing or future Improvements or use of the Licensed Premises, or release Licensee from any applicable governmental application, review, or requirement. Licensee shall obtain prior written approval from County for replacement or repair of improvements.

11. **Existing Facilities**: Licensee understands and agrees that the County has leases, licenses, easements and/or rights with other Co-users, and may give similar or other rights to other entities in the future, for all or a portion of the Licensed Premises. Such arrangements include an underground petroleum products pipeline right-of-way, a telecommunication conduit system, and may also include other uses such as underground natural gas, sewer, water, and electrical lines, overhead electric and communication lines, or similar uses. Licensee is responsible for locating

all facilities and improvements in the Licensed Premises and agrees to take all precautions required to avoid damage to the facilities and improvements of the Co-users, or the Licensed Premises. Licensee agrees that it will be solely responsible for any damage to said facilities and improvements resulting from or in connection with its operations under this Agreement. Licensee further agrees that no new alteration(s) of ground elevation or the placement of new block walls, retaining walls, fencing, trees, paving or any other improvements or structures shall be made within the Licensed Premises without prior written approval from the County and Co-users, whose addresses are as follows:

Central Contra Costa Sanitary District
5019 Imhoff Place
Martinez, CA 94553

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605

Kinder Morgan Energy Partner, L.P.
SFPP, L.P.
1100 Town & Country Road
Orange, CA 92868

PG&E
1850 Gateway Blvd.
Concord, CA 94520

EBMUD
P.O. Box 94623
Oakland, CA 94623

Contra Costa Water District
P.O. Box H2O
Concord, CA 94524

Time Warner
1340 Treat Boulevard, Suite 100
Walnut Creek, CA 94597

The Licensee understands and acknowledges that the absence of markers, monuments, or maps indicating the presence of subterranean facilities, whether belonging to the County or the Co-users, does not constitute a warranty or representation that none exists. The Licensee accepts the license granted hereunder with full cognizance of the potential presence of such facilities and agrees that 48-hours prior to any subsurface work, the Licensee will contact **Underground Service Alert at (800) 624-2444** to determine whether there are any subterranean facilities within the proposed excavation area.

The Co-users described above have the right to enter onto the Licensed Premises to maintain their facilities, and the Licensee shall not be compensated for damage resulting from such maintenance.

12. **Maintenance**: During the term of this Agreement, the Licensee shall maintain the Licensed Premises and any improvements in a clean, safe, and presentable condition, free from waste, litter and other items incidental to the use of the Licensed 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 Licensed Premises. The Licensee agrees to keep the Licensed Premises free from weeds and to abate weeds to local fire district standards. If the Licensee fails to so keep the Licensed Premises and any improvements then, after thirty (30) days' prior written notice specifying the needed work, the County may perform or arrange for the work to be performed at the expense of the Licensee, which expense the Licensee agrees to pay to the County upon demand.

13. **Compliance With The Law**: The Licensee, at is sole cost and expense, shall comply with all applicable laws, regulations, rules, and other requirements, with respect to the use of the Licensed Premises, regardless of when they become or became effective, and shall not use, or permit the use of, the Licensed Premises for any illegal purpose, or in a manner that is against public policy or County policy.

14. **Indemnification**: To the maximum extent permitted by law, Licensee shall indemnify, defend save, protect, and hold harmless the County, its governing body, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively "Liability") arising directly or indirectly from or connected with this Agreement, Licensee's use or occupancy of the Licensed Premises (including but not limited to the maintenance, construction, repair, reconstruction, alteration, replacement, removal or use of any or all of the Improvements), or any other activity taken pursuant to this Agreement, and Licensee shall reimburse the County for any expenditures, including costs and attorneys' fees, the County may make by reason of such matters, and, if requested by the County, will defend any such suits at the sole cost and expense of Licensee. Licensee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Licensee shall not be required to indemnify Indemnitees for the proportion of Liability a court determines is attributable to the sole negligence or sole willful misconduct of the Indemnitees. This indemnification clause shall survive the termination or expiration of this Agreement.

15. **Insurance**: The Licensee shall, at no cost to the County, obtain and maintain during the entire duration of this Agreement, the following insurance coverages:

    A. General Liability: General Liability insurance including coverage with minimum combined single-limit coverage of One Million and No/One Hundredths Dollars ($1,000,000.00) for all claims and losses due to bodily injury or death to any person, or damage to property, including loss of use thereof arising out of each accident or occurrence.

    B. Certificates: The Licensee shall name the County and its officers, agents, and employees as additional insureds under all policies held for the Licensed Premises. All coverage shall provide for thirty (30) days written notice to the County of cancellation or lapse in coverage. A Certificate of Insurance for each of the policies hereunder required, indicating the name and telephone number of the insurance agent most responsible for the insurance policy and evidencing such coverage, shall be furnished to the County prior to the effective date of this Agreement.

16. **County's Use of Herbicides**: The Licensee hereby acknowledges and understands that the County may, at any time, use chemical herbicides within the IHC. The Licensee agrees to allow such use, without disruption or challenge, on and around the Licensed Premises or Licensee's Improvements thereon. The Licensee hereby waives any claim for liability against the County for any damage resulting from such use.

17. **Assignment and Transfer**: No rights of Licensee hereunder shall be transferred or assigned without the prior written consent of County, which may be withheld in County's sole discretion. Subject to this restriction, this Agreement and each and all of the covenants herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. Licensee shall not, and hereby agrees not to, enter into any agreements with third parties, including, but not limited to, utility companies, for use of the Licensed Premises beyond

the term of this Agreement as stated in Section 5 Term, herein.

18. **No Third-Party Beneficiaries**: Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than County and Licensee, and their respective successors-in-interest, any rights or remedies under or by reason of this Agreement.

19. **Notices**: All notices (including requests, demands, approvals or other communication) under this Agreement shall be in writing.

    A. Notice shall be sufficiently given for all purposes as follows:

        (1) When delivered by first class mail, postage paid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.

        (2) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

        (3) When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.

        (4) When personally delivered to the recipient, notice shall be deemed delivered on the date personally served.

    B. The place for delivery of all notices given under this Agreement shall be as follows:

County:	Contra Costa County Public Works Real Estate Division 255 Glacier Drive Martinez, CA 94553 Attn: Iron Horse Corridor Property Manager (925) 957-2456
Licensee:	Cratus Inc. 945 Taraval Street, Suite 302 San Francisco, CA 94116 Attn: Liam Finnegan Phone: (415) 559-1325

    Either party may, at any time, designate different addresses to which such notices shall be given in the manner set forth above.

20. **Waste, Hazardous Materials**: Licensee, at its sole cost and expense, shall comply with all applicable laws, regulations, rules, and other requirements, with respect to the use of the Licensed Premises, 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 furnish satisfactory evidence of such compliance upon request of County.

    Licensee shall not commit or suffer or permit the commission of any waste upon the Licensed Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of the use of the IHC or surrounding property. Licensee shall not and shall ensure that no others shall store or

dispose of any Hazardous Materials on the Licensed Premises. The term "Hazardous Materials" shall mean any hazardous or toxic substance, hazardous or radioactive material, hazardous waste, pollutant, or contaminant at any concentration that is, or during the term of this Agreement becomes, regulated by any local or regional government authority having jurisdiction over the Licensed Premises, by the State of California, or by the United States.

Licensee shall not permit any activity on the Licensed Premises that directly or indirectly produces unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke, or dust), water pollution, noise, glare, heat emissions, radioactivity, or trash or refuse accumulations, or vibration that is hazardous or dangerous by reason of risk of explosion, fire, or harmful emissions.

To the maximum extent permitted by law, Licensee shall indemnify, defend, save, protect and hold the Indemnitees harmless from and against all Liability, as well as all fines, penalties, consequential damages and losses, and any other costs or expenses of any kind (including but not limited to consulting and engineering fees, the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Licensed Premises and surrounding and affected properties, and all costs for preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the expiration or termination of this Agreement) (collectively also included in "Liability") to the extent caused or contributed to by Licensee's use of the Licensed Premises, or Licensee's use, release or disposal of any Hazardous Material, including all costs, claims and damages (including property and personal injury) caused by the uncovering, release or excavation of Hazardous Materials (including petroleum) as a result of Licensee's use. The obligations contained in this section shall survive the expiration or other termination of this Agreement.

21. **Non-Waiver of Breaches**: County's failure to insist, in any one or more instances, upon strict performance of any of the terms or conditions of this Agreement shall not be considered as a waiver of any subsequent breach as to the same or any other term or condition, but the same shall continue and remain in full force and effect. No waiver of any of the provisions of this Agreement shall be effective unless in writing and executed by County.

22. **Non-Discrimination**: Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds including, but not limited to, race, color, sex, or national origin shall be excluded from using, denied the benefits of, or be otherwise subjected to discrimination in the use of the Licensed Premises or the construction or use of the Improvements thereon. Licensee shall furnish use of the Improvements on a fair, equal, and not unjustly discriminatory basis to all users thereof.

    In the event of breach of any of the above non-discrimination covenants, County shall have the right to terminate this Agreement without compensation to Licensee.

23. **Modification**: This Agreement shall not be modified or amended without the mutual written consent of both parties.

24. **No Warranties**: County does not warrant or represent that the Licensed Premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this Agreement. Some areas within the Iron Horse Corridor are known to contain soils with arsenic levels that exceed environmental screening levels established by the California Regional Water Quality Control Board, San Francisco Bay Region (the "ESLs"). These areas contain a

chemical (arsenic) known to the State of California to cause cancer. (Cal. Code Regs., tit. 27, sec. 25604.2.) County does not know whether the Licensed Premises contain soils with arsenic levels that exceed the ESLs. If, at any time during the term of this Agreement or any extension thereof, County becomes aware that the Licensed Premises contain soils with arsenic levels that exceed the ESLs, County shall promptly notify Licensee.

25. **Severability**: If any term, covenant, or provision of this Agreement, which does not materially affect the consideration for this Agreement, is held to be invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall not be affected thereby.

26. **Controlling Law**: This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute arising under this Agreement, venue shall be set in Contra Costa County.

27. **Entire Agreement; Counterparts**: It is understood that this document contains the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding the rights hereby granted are superseded by this Agreement and are hereby abrogated and nullified. This Agreement may be executed in counterparts that, together, constitute one and the same instrument.

28. **Entry and Inspection**: Licensee agrees that County, its agents and employees, may enter upon the Licensed Premises at any time to inspect, test or survey, make any changes or alterations or repairs which County considers necessary for the protection, improvement or preservation thereof, or to post any notice provided for by law, or otherwise to protect any and all rights of County. Nothing herein contained shall be construed to obligate County to make any changes, alterations or repairs to the Licensed Premises.

[Remainder of page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRA COSTA COUNTY

By:_____
Warren Lai
Public Works Director

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Tasha Thaxton
Senior Real Property Technical Assistant

LICENSEE

By: _____
Liam Finnegan
President

Date: _____

By: _____
Fernando Reyes
Secretary

Date: _____

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