

## **LICENSE AGREEMENT**

This license agreement ("Agreement") is dated June 1 , 2025, 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 CONTERRA ULTRA BROADBAND LLC, a South Carolina limited liability company ("Licensee").

### **RECITALS**

- A. The District is the owner of the real property located at Wildcat Creek between 6<sup>th</sup> Street and Verde Elementary School in North Richmond, California, (the "Property").
- B. Licensee desires to obtain the District's permission to use the Property for the limited purposes described in this Agreement. The District is willing to grant a license to use a portion of the Property consisting of a five-foot wide and 196-foot long area, as shown on Exhibit A (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 Section 3 below and for no other purpose without District's prior written consent.
- 2. **U.S. Army Corps of Engineer's Project.** Wildcat Creek was constructed by the U.S. Army Corps of Engineers and is a flood control channel that provides flood protection to the surrounding communities. The Property is part of the U.S. Army Corps of Engineers, ("Corps") and approval by Corps is required under 33 USC (United States Code) 408 (Section 408) for any alteration, additional encroachment or modification to existing encroachment.
- 3. **Use of Premises.** Licensee may use the Licensed Premises for the purpose of operating and maintaining a 144-count fiber optic cable and for no other purpose without District's prior written consent. Licensee shall ensure that the cable remains in good order with no sagging into the creek; the lowest point of sag allowed is 18 feet from the ground.
- 4. **Term.** The term of this Agreement is five years, beginning June 1, 2025, and ending May 31, 2030; with five automatic renewals on a year-to-year basis. The District and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 30 days advance written notice. In addition, the District may terminate this Agreement on 30 days advance written notice if Licensee violates any term or condition of this Agreement.

5. **License Fee.** During the term of this Agreement, Licensee shall pay a license fee to the District monthly in advance in the amount of \$1000.00. Payments are to be addressed Contra Costa County Flood Control & Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.
6. **Improvements to the Premises.**
  - a. Licensee may not construct any improvements on the Licensed Premises without prior written consent from the District. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Licensed Premises is not considered to be an improvement to the Property or the Licensed Premises.
  - b. Any improvements to the Licensed Premises by Licensee (with or without the consent of the District) must be removed by Licensee, at its sole cost, except those improvements that the District and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
  - c. If Licensee fails to remove any improvements or equipment it is required to remove, the District may remove them at Licensee's expense, and Licensee shall immediately reimburse the District upon Licensee's receipt of an invoice from the District.
7. **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.
8. **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.
9. **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.
10. **Surface Rights Only; Damage.** The rights granted under this Agreement are surface rights only and no excavation is allowed. 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.

11. **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 the holders of rights to use the Property (each, an "Indemnatee") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnatee 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.

Licensee shall pay all amounts due to the District under this section within ten (10) days after any demand therefor.

12. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the District and its agents against all liabilities, judgments, costs, and expenses that may in any way accrue against the District or its agents as a result of the District granting this Agreement, save and except claims or litigation arising from the sole negligence or sole willful misconduct of the District.
13. **Insurance.** Licensee agrees, at no cost to the District, to obtain and maintain during term of this Agreement, commercial general and auto liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses 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. Licensee should maintain an "all Risk" property insurance policy covering the aerial fiber optic cable in the amount of its value with no cominsurance provisions. 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.
14. **Assignment.** Licensee may not sell, assign, or transfer this Agreement or any of Licensee's facilities or equipment in the Licensed Premises without the prior written approval of the District. This prohibition does not apply in the case of a sale, assignment, or transfer by Licensee to an affiliated interest; provided, however, Licensee shall provide at least 30 days advance written notice of any such sale, assignment, or transfer. The District has the right to review the financial, technical, and operational qualifications of

any entity to which Licensee proposes to sell, assign, or transfer its rights under this Agreement.

15. **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 that 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.
16. **Notices.** Notices under this Agreement must be in writing and will be effective either 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:

Attn: Legal Department  
National Registered Agents, Inc.  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017

DISTRICT:

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

17. **Governing Law.** This Agreement is governed by the laws of the State of California.
18. **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.

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,  
A Flood Control District Existing  
Under The Laws Of The  
State Of California

CONTERRA ULTRA  
BROADBAND, LLC

By: \_\_\_\_\_  
Warren Lai  
Chief Engineer

By: \_\_\_\_\_  
Michael Tompkins  
Executive Vice President &  
Chief Operations Officer

RECOMMENDED TO THE BOARD  
OF SUPERVISORS FOR APPROVAL:

By: \_\_\_\_\_  
Jessica Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Brienne Goodspeed  
Assistant Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

