

TEMPORARY ENTRY PERMIT

This Temporary Entry Permit (“**Permit**”) is issued as of August 11, 2026 (the “**Effective Date**”), by West County Wastewater District (the “**District**”) to Contra Costa County (the “**County**”). The District and the County are each a “**Party**” and together are referred to as the “**Parties**.”

The District is the owner of certain real property located on Tara Hills Drive known as the Tara Hills Lift Station, APN 403-020-011 (the “**Property**”). The County wishes to enter upon the Property to access the adjacent storm water outfall basin located on APN 405-030-049 to remove silt from the storm drain outfall area.

The Parties therefore agree as follows:

1. Permission to Enter. The District hereby permits the County (including its contractors, agents, and employees) to travel over the Property with vehicles (including dump trucks), tools, and equipment for the purpose of accessing the County’s adjacent undeveloped property to desilt a storm water outfall basin, and for no other purpose. The County shall access the Property via the access route depicted in Exhibit A (“**Access Route**”). The County shall not access the area inside the District’s gated area containing a wet well. This permission is nonexclusive, and the District or others may also use the Access Route on the Property.
2. Term. The permission to enter under this Permit commences on August 11, 2026 and continues through October 16, 2026 (the “**Termination Date**”). However, either Party may terminate this Permit at any time, effective immediately upon written notice to the other Party.
3. Carrying Permit. The County shall carry this Permit at all times when on the Property and present it to any District employee upon request.
4. Condition of Property; Improvements; Legal Compliance.
 - (a) As Is, Where Is. The District provides no assurances that the Property is in a clean or safe condition or in a condition suitable for the proposed use of the Property by the County. The County acknowledges and agrees that for purposes of the activities to be conducted on the Property under this Permit, (i) it is entering on the Property at its own risk, having been advised of the conditions described in this paragraph; (ii) it is entering upon the Property in its presently existing condition, “AS IS, WHERE IS” with all faults (including environmental conditions); (iii) the District has made no representations or warranties regarding the safety or suitability of the Property for the proposed use and has no obligation to improve, alter, secure or make safe the Property for purposes of the proposed use or to correct any hazardous, unsafe or other conditions existing on any portion of the Property; and (iv) the District will have no liability or obligation to the County or to any of its agents or employees for any injury to persons (including death or disease) or damage to property arising in the course of the use of the Property as a result of any physical conditions existing on the Property.
 - (b) No Storage/Parking. No storage or parking is permitted on the Property.

(c) Compliance with Laws. The County, at no cost to the District, shall ensure that all County activities on or about the Property are conducted in strict compliance with the requirements of all applicable laws and regulations.

(d) Damage to the District's Property. At the District's election, the County shall repair or pay to the District the cost of any damage of any kind whatsoever to the Property of the District, including repairs, restoration, and value of loss of use arising from or in any way related to (i) the acts or omissions of the County, or (ii) any breach by the County of any of its obligations under this Permit.

(e) Site Security. The County shall be responsible for site security while accessing the Property, and shall secure the Property at the end of each day's use by use of a "daisy chain" lock.

5. Insurance.

(a) Prior to any entry under this Permit, County shall furnish the District with a policy or certificate of the County's (or its contractor's) general liability and automobile insurance (including non-owned auto) endorsed to include the District, its employees, officers, directors, agents and representatives as additional insureds, with 30-day notice to the District in the event of cancellation or any material change in coverage. The insurance policies must reflect that the policy is primary insurance as respects any claim, loss or liability arising directly or indirectly from County's operations, and any other insurance maintained by the District will be considered noncontributing.

(b) All insurance must be in a form satisfactory to the District and written with limits of liability of the higher of (i) \$2,000,000 (or such greater amount as may reasonably be required by the District) combined single limit bodily injury and property damage liability per occurrence, or (ii) the current limit of liability carried by the County. If the County carries greater liability insurance than the minimum amount required in (i) above, the certificate or policy delivered to the District must evidence this greater amount. The District will not be responsible for any costs of premiums or other charges for such insurance.

(c) Nothing in this Section 5 limits the County's obligations under the other provisions of this Permit.

6. Indemnity. County shall indemnify, defend and hold harmless the District and its respective employees, agents, officers, managers and members (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees and costs) (collectively, "**Claims**") arising out of or related to (a) any entry by County upon the Property under this Permit, (b) any acts or omissions of County on or about the Property in the course of exercising the rights granted in this Permit, (c) any alleged exposure of any persons to hazardous or toxic materials on or about the Property, or released into the air, soil or groundwater as a result of the acts or omissions of County, even if such hazardous or toxic materials were pre-existing on the Property, and/or (d) any breach by the County of any of the provisions of this Permit. The foregoing indemnity

does not apply to any Claims to the extent they are caused by the gross negligence or willful misconduct of any Indemnified Party. The obligations set forth in this Paragraph 6 survive the termination of this Permit.

7. Notices. All notices given pursuant to this Permit, unless expressly authorized to be oral rather than in writing, must be in writing by **email** during normal business hours addressed to the applicable party at the following email address(es), followed by a confirming phone call:

To District: Angela Andrews
West County Wastewater District
2910 Hilltop Drive
Richmond, CA 94806
aandrews@wcwd.org

To County: Warren Lai
Contra Costa County Public Works Director
255 Glacier Drive
Martinez, CA 94553
925-313-2000
warren.lai@pw.cccounty.us

8. Non-Assignability. The access rights granted herein are exclusive to County and are not assignable or transferable to any other person or any other public or private entity.

9. Attorneys' Fees. In the event of any legal proceedings arising out of or in connection with this Permit, the prevailing party will be entitled to recover its costs and expenses incurred in connection with such proceedings, whether or not such proceedings are prosecuted to final judgment, including (but not limited to) reasonable attorneys' fees and costs.

10. Counterparts. This Permit may be executed in any number of counterparts, and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute a single Permit.

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11. Governing Law. This Permit is governed by the laws of the State of California.

The Parties are signing this Permit to be effective as of the Effective Date.

WEST COUNTY WASTEWATER
DISTRICT

By: _____
Name: Andrew Clough
Title: General Manager

CONTRA COSTA COUNTY

By: _____
Name: Warren Lai
Title: Public Works Director

EXHIBIT A SITE ACCESS

