

## **LICENSE AGREEMENT**

This license agreement ("Agreement") is dated July 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 IT Environmental Liquidating Trust ("Licensee").

### **RECITALS**

- A. The District is the owner of the real property located at Pacheco Creek and Walnut Creek levees near IT Vine Hill and Baker Landfills (APN 159-250-XXX) in Martinez, 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 that portion of the Property shown on Exhibit A (such route or location, 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 2 below and for no other purpose without District's prior written consent.
- 2. **Use of Premises.** Licensee may use the Licensed Premises for the purpose of conducting quarterly and semi-annual inspections, sampling, and monitoring of existing wells on the property. The groundwater monitoring is a requirement of the Department of Toxic Substances Control and Regional Water Quality Control Board. Licensee is responsible for obtaining permission from private property owners for access. This agreement is for access to Flood Control and Water Conservation District property only. Access roads within the District's property shall remain open for the use of the District, its personnel and agents for the duration of the project. Licensee shall keep the entrance gate to the District's access road locked and secure at all times.
- 3. **Scope of Agreement.** This Agreement is to be strictly construed and no work other than that specifically mentioned is authorized hereby.
- 4. **Term.** 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. The District will provide the Licensee a copy of the key for the District's entrance gates. Licensee shall return the gate key to the District within five working days after the termination of this agreement.
- 5. **License Fee.** No fee.

6. **No Precedent Established.** This Agreement does not establish a precedent for future similar requests by Licensee.
7. **Granting of Rights to Others.** Nothing in this Agreement may be construed to prevent District from granting rights to others to use the Licensed Premises or using the Premises for any and all purposes, provided, however, that District may not unreasonably prevent or obstruct Permittee's rights hereunder.
8. **Non-Assignment.** Licensee shall not assign or transfer this Agreement or any privileges herein granted or sublet the Licensed Premises.
9. **Revocability and Modification.** This Agreement is revocable on five days' notice and is subject to modification by the District at any time. This Agreement may be revoked or suspended without prior notice if justifiable complaints of "nuisance" (e.g. dust, noise or invasion of privacy) are received from occupants or owners of nearby property.
10. **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) and any equipment installed on the Licensed Premises by Licensee 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 any damage to the District's property, access road, gate, fences, and creek embankment areas resulting from the project activities to the satisfaction of the District Inspector. Licensee shall also 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.
11. **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.
12. **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.
13. **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.

14. **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.
15. **District Non-Responsibility.** Unless otherwise provided herein, District assumes no responsibility for the design, construction, maintenance or repair of Licensee's facilities and will not be responsible in any way for any damage to Licensee's facilities resulting from District's construction, reconstruction, alteration, operation and maintenance of District's facilities.
16. **No Recourse Against District.** The Licensee shall have no recourse whatsoever against the District for any loss, cost, expense, or damage arising out of any provisions or requirement of this Agreement because of its enforcement or for the termination or revocation of this Agreement as provided herein. Nor shall the Agreement be given any value before any court of public authority in any proceeding of any character.
17. **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 days after any demand therefor.

18. **Hold Harmless.** Licensee agrees to defend, indemnify and hold harmless the District from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments that District may pay or be required to pay by reason of any damage, injury or death to any person or property suffered by any person, firm or corporation as a result of the exercise of the permission herein by Licensee.
19. **Insurance.** Licensee agrees, at no cost to the District, to obtain and maintain during term of this Agreement, commercial general 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. The coverage must provide for a 30-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.
20. **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.
21. **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: IT Environmental Liquidating Trust  
2251 Lake Herman Road  
Benicia, CA 94510

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

22. **Governing Law.** This Agreement is governed by the laws of the State of California.
23. **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**

**LICENSEE**

By \_\_\_\_\_  
Warren Lai  
Public Works Director/Chief Engineer

By \_\_\_\_\_  
Richard Swanson  
Interim Trustee

**RECOMMENDED TO THE BOARD  
OF SUPERVISORS FOR APPROVAL:**

By \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By \_\_\_\_\_  
Tasha Thaxton  
Sr. Real Property Technical Assistant

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Approved by County Counsel 3/2021  
Rev. 3/2021