

**License Agreement
Between
Contra Costa County And
Lennar Homes of California, LLC And
KL LB BUY 2 LLC**

SITE: The Iron Horse Corridor at Crow Canyon Rd. in San Ramon

This License Agreement (“Agreement”) is made and entered into on this 3rd day of March, 2026, by and between Contra Costa County, a political subdivision of the State of California, (“County”), and Lennar Homes of California, LLC & KL LB BUY 2 LLC (together, “Licensee”). 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 Licensee desires to obtain approval from the County to use a portion of the IHC adjacent to Crow Canyon Rd. in the city of San Ramon for the passage of pedestrians and bicycle purposes hereinafter called “the Licensed Premises”.

1. **Grant of License:** Subject to the terms and conditions of this Agreement, County, for good and valuable consideration, hereby grants to the Licensee, and Licensee hereby accepts from County, a nonexclusive, revocable license to enter onto and use a portion of the IHC as specifically shown on Exhibit “A” attached hereto and incorporated herein (“the Licensed Premises”) for the uses described below.
2. **Effective Date:** This Agreement shall be effective as of March 3, 2026 (the “Effective Date”).
3. **Use:** The Licensed Premises shall be used by the Licensee only for constructing, reconstruction, maintenance, removal and use of an asphalt/concrete pathway on a portion of said property for the passage of only pedestrians and bicycles. (the “Improvements”). The Licensed Premises shall be used for no other purposes without the prior written approval of the County. Licensee does not have the right to construct any improvements including but not limited to new fencing, replacement fencing, landscaping, or fixtures on the Licenses Premises without prior written approval from County. Use of the Licensed Premises for purposes other than as provided in this Agreement shall be cause for the termination of this Agreement.
4. **Primary Use of the Licensed Premises:** The Licensed Premises consists of a corridor which 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 on 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 as 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.

5. **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 those specifically granted in this Agreement. 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.
6. **Term:** The term of this Agreement will commence on the Effective Date, and shall terminate five years from the date hereof, unless the Agreement granted hereunder is suspended or revoked as hereinafter set forth.
7. **Fee:** Licensee has paid County a non-refundable administrative cost in the amount of \$17,500.
8. **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 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 within (30) days following termination of this Agreement, Licensee shall surrender the Licensed Premises and all Improvements (except as otherwise provided herein) in good condition, ordinary wear and tear accepted. Notwithstanding the foregoing, if County does not desire some or all of the 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.

9. **Consideration:** As consideration for this Agreement, Licensee hereby agrees to maintain the Improvements and the Licensed Premises in a safe and attractive condition at its sole cost and expense and as determined by the County in its sole discretion.
10. **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.
11. **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 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 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. However, the County will exercise reasonable care to minimize adverse impacts of such work upon the Licensed Premises.

12. **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.
13. **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.

14. **Maintenance**: During the term of this Agreement, the Licensee shall maintain the Licensed Premises and the 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 the 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.
15. **Compliance With The Law**: The 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, 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.
16. **Indemnification**: To the maximum extent permitted by law, Licensee shall indemnify, defend, save, protect and hold harmless County, its governing body, officers, employees, representatives, agents, successors and assigns ("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 shall reimburse County for any expenditures, including costs and attorneys' fees, County may make by reason of such matters and, if requested by 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.

17. **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. **Personal Liability**: Personal Liability insurance including coverage with minimum combined single-limit coverage of Five Hundred Thousand and No/One Hundredths Dollars (\$500,000.00) 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.
18. **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.
19. **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.
20. **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.
21. **Homeowners Association**:
A future Homeowners Association (HOA) will be required to enter into a new licensing agreement.
22. **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: KL LB BUY 2 LLC
6900 E. Camelback Rd. Ste 1090
Scottsdale AZ, 85251
(408) 447-8044

Lennar Homes of California, LLC
3401 Crow Canyon Rd.
San Ramon CA, 94583
(925) 327-8318

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

- 23. **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 further costs (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 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), of any kind or nature, 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 construction, reconstruction, maintenance, use, replacement or removal of any of the Improvements. The obligations contained in this section shall survive the expiration or other termination of this Agreement.

24. **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.
25. **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.
26. **Modification**: This Agreement shall not be modified or amended without the mutual written consent of both parties.
27. **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.
28. **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.
29. **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.

30. **Entire Agreement:** 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.

31. **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.

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

CONTRA COSTA COUNTY

By: _____
Warren Lai
Public Works Director

KL LB BUY 2 LLC

Signed by:
By: Nathan Holt
Nathan Holt
Authorized Signatory

LENNAR HOMES OF CALIFORNIA, LLC

Signed by:
By: Kelley Stough
Kelley Stough
Vice President

DocuSigned by:
By: D. Geist
David Geist
Assistant Secretary

RECOMMENDED FOR APPROVAL:

By: Jessica Dillingham
Jessica L. Dillingham
Principal Real Property Agent

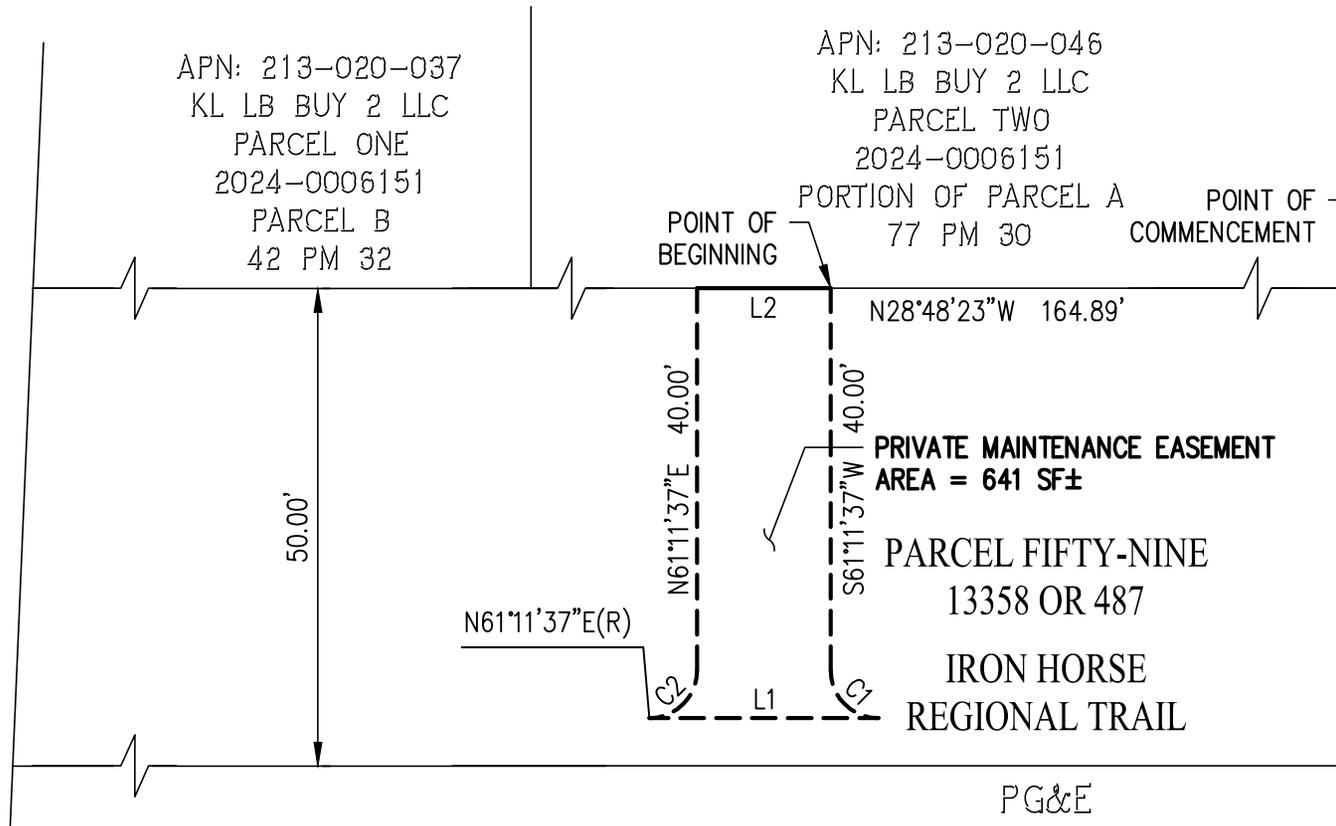
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CROW CANYON ROAD

APN: 213-020-037
 KL LB BUY 2 LLC
 PARCEL ONE
 2024-0006151
 PARCEL B
 42 PM 32

APN: 213-020-046
 KL LB BUY 2 LLC
 PARCEL TWO
 2024-0006151
 PORTION OF PARCEL A
 77 PM 30

APN: 213-020-045
 UNITED STATES
 POSTAL SERVICE
 13833 OR 92
 PARCEL B AND
 PORTION OF PARCEL A
 77 PM 30

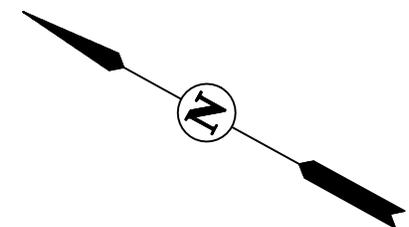


PRIVATE MAINTENANCE EASEMENT
 AREA = 641 SF±
 PARCEL FIFTY-NINE
 13358 OR 487
 IRON HORSE
 REGIONAL TRAIL

PG&E

91-186146

APN: 213-020-054



SHEET 1 OF 1

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	5.00'	90°00'00"	7.85'
C2	5.00'	90°00'00"	7.85'

LINE TABLE		
NO	BEARING	LENGTH
L1	N28°48'23"W	24.00'
L2	S28°48'23"E	14.00'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PRIVATE MAINTENANCE EASEMENT
 PORTION OF PARCEL FIFTY-NINE (13358 OR 487)
 CITY OF SAN RAMON, CONTRA COSTA COUNTY, CALIFORNIA

MARCH 17, 2025



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
 ROSEVILLE (916) 788-4456
 WWW.CBANDG.COM

AG.43a IHC License Agreement - Final Version

Final Audit Report

2026-02-09

Created:	2026-02-09
By:	Tan Nguyen (tan.nguyen@pw.cccounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0qeFa1vfpVYNe6DmSgl3JPxnLNE--7H_

"AG.43a IHC License Agreement - Final Version" History

-  Document created by Tan Nguyen (tan.nguyen@pw.cccounty.us)
2026-02-09 - 7:28:36 PM GMT
-  Document emailed to Jessica Dillingham (jessica.dillingham@pw.cccounty.us) for signature
2026-02-09 - 7:29:04 PM GMT
-  Email viewed by Jessica Dillingham (jessica.dillingham@pw.cccounty.us)
2026-02-09 - 7:35:31 PM GMT
-  Document e-signed by Jessica Dillingham (jessica.dillingham@pw.cccounty.us)
Signature Date: 2026-02-09 - 7:36:07 PM GMT - Time Source: server
-  Agreement completed.
2026-02-09 - 7:36:07 PM GMT