

LICENSE AGREEMENT

Between

**CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

and

JOHN & SHANON GINOCHIO

**For Livestock Grazing at
Milton F. Kubicek (formerly Pine Creek) Detention Basin
Walnut Creek, CA**

This License Agreement ("**Agreement**") dated, August 25, 2026, is by and between the CONTRA COSTA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California ("**District**") and JOHN & SHANON GINOCHIO, ("**Licensee**"). The District is the owner of the real property known and designated as Milton F. Kubicek Detention Basin located at Castle Rock Road, Walnut Creek in Contra Costa County, California, (the "**Property**"). Licensee desires to obtain permission from the District to use a portion of the property for cattle grazing.

The parties therefore agree as follows:

1. **GRANT OF LICENSE:** Subject to the terms and conditions of this Agreement, the District hereby grants to Licensee a non-exclusive, revocable license to use a portion of the vacant land that is shown on Exhibit A, ± 35 acres (APN's 138-160-001, 138-160-002, 138-160-003, 138-170-001 and 138-170-007, (the "**Licensed Premises**")), for the use described in Section 2. Use.
2. **USE:** The Licensed Premises may be used by Licensee solely for cattle grazing purposes and for no other purpose without the prior written approval of the District. Use of the Licensed Premises for any other purpose is cause for the termination of this Agreement.

Licensee represents and warrants that Licensee has conducted a thorough and diligent inspection and investigation of the Licensed Premises to determine the suitability of the Licensed Premises for Licensee's intended use. Licensee is fully aware of the needs of its grazing operations and has determined, based solely on its own inspection, that the Licensed Premises are suitable for Licensee's operations and intended use. Licensee shall conduct all operations on the Licensed

Premises in a responsible, safe, professional, and environmentally conscious manner. Licensee shall graze the Licensed Premises using the best range management practices to provide adequate forage and soil protection. Licensee is responsible at all times for the containment of cattle on the Licensed Premises.

Licensee shall not cut down, destroy or remove any trees or shrubs, now or hereafter standing or growing upon the demised premises without the written consent of the District, unless operation of the rights herein granted.

Licensee shall at all times prevent cattle from trespassing onto other land owned or operated by District on which Licensee is not authorized to graze, into areas within the Licensed Premises that are excluded from the authorized grazing areas, and onto any adjacent, third-party lands, whether private or public, including roads.

Licensee shall provide an annual report that outlines grazing activities such as number of cattle on the properties, the dates (or ranges) when cattle are on or having access to the District's property, and whether any cattle were sold at market.

Licensee shall not draw water from Arroyo Del Cerro and Pine Creek, which run within the Licensed Premises, for any purpose other than providing water to the cattle subject to Section 10. Permits and Approvals.

3. **TERM:** The term of this Agreement will commence on August 11, 2026, and expires on August 10, 2029. This Agreement may be terminated by District or Licensee at any time, for any reason, or for no reason, with or without cause, upon thirty (30) days written notice. Notwithstanding the foregoing, District may terminate this Agreement at any time upon five (5) days written notice to Licensee in the event of Licensee's violation of any term or condition of this Agreement.
4. **CONSIDERATION:** As consideration of this Agreement, Licensee shall pay District as follows:
 - a. License Fee. A one-time non-refundable fee of six-hundred dollars (\$600.00), as defined below (the "**License Fee**").
 - b. Payment Address. All checks shall be made payable to CONTRA COSTA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT and shall be mailed to: Contra Costa County Flood Control and Water Conservation District, Attn: Real Estate Division, 255 Glacier Dr., Martinez, CA 94553, or as otherwise specified in writing by County.
 - c. Payment Due Date. The License Fee(s) is/are due within five (5) days of execution of this agreement by Licensee.

5. **MAINTENANCE AND REPAIRS:** Licensee shall maintain the Licensed Premises in good order, condition, and repair. Licensee shall remove litter and debris from the Licensed Premises. Licensee shall maintain the fences and gates used on the Licensed Premises.

- a. Licensee shall, at Licensee's sole cost and expense, and in a timely manner throughout the term hereof, maintain the premises and all improvements thereon and all appurtenances thereto in good order and condition to the satisfaction of the District, including, but not limited to, boundary and interior fences, including fences installed for resource protection purposes, gates, corrals, cattle guards, and other improvements related to grazing use of said premises without any alterations or additions except as shall be first approved by District. It shall be acceptable to manage and maintain improvements and appurtenances that need replacement at a minimal operational level pending their replacement or reconstruction, as agreed by the parties hereto.
- b. In the event Licensee shall fail to perform its obligations hereunder, District, in addition to all other remedies available hereunder or by law, and without waiving any said alternative remedies, may perform same, with Licensee agreeing to repay District the cost thereof. Failure to pay same shall carry with it the same consequences as defined in Section 7.

6. **WEED AND PEST CONTROL:**

- a. Licensee shall be responsible for the control of range weeds and pests as specified by the District at Licensee's sole cost and expense.
- b. Licensee is prohibited from transporting, mixing, applying, storing, or disposing or otherwise permitting the transportation, mixture, application, storage, or disposal of pesticides or hazardous substances upon the premises without having first obtained written permission from Contra Costa County's Integrated Pest Management Specialist. Licensee is further prohibited from using any pesticide or hazardous substance anywhere on the premises in an unsafe or careless manner or in any manner that is contrary to the manufacturer's instructions as they appear on the label, or as further modified by the County. The transportation, mixture, application, storage, or disposal of pesticides or hazardous substances upon the premises shall be conducted in accordance and compliance with County's pest management policies and practices, pesticide application permit requirements, and all Federal, State, County and local regulations.
- c. Licensee shall take precautions to prevent drift, or movement off-site, of any and all chemicals used in weed and pest control operations, and the Licensee shall maintain sufficient materials, tools, and equipment on-site to contain and clean up any hazardous spills that may result from use of such chemicals.

Licensee shall not dispose of on District land any excess chemicals, containers, medicines, materials, or paraphernalia used to control weeds and pests, or to treat livestock on the premises.

- d. In the event Licensee shall fail to perform its obligations hereunder, District, in addition to all other remedies available hereunder or by law, and without waiving any said alternative remedies, may perform same, with Licensee agreeing to reimburse District the cost thereof as part of the rental payable on the next installment upon which rent becomes due, and failure to pay same shall carry with it the same consequences as failure to pay any installment of rental.
7. **LICENSEE'S DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this License:
 - a. The vacating or abandoning of the premises by the Licensee.
 - b. The failure of Licensee to make any payment of the rent herein reserved, or any installment or part thereof, or any sum required by Licensee to be paid to District at the time or in the manner herein provided.
 - c. The failure by Licensee to observe and perform any of the covenants, conditions, or provisions of this license where such failure shall continue for a period of fifteen (15) days after written notice thereof by District to Licensee; provided however, that if the nature of Licensee's default is such that more than fifteen (15) days are reasonably required for its cure then Licensee shall not be deemed to be in default if Licensee commences a cure within a fifteen (15) day period and thereafter diligently prosecutes such cure to completion.
 8. **SECURITY:** District has no responsibility for any security to the Licensed Premises. Notwithstanding the foregoing, District personnel have the right, but not the obligation, to patrol the Licensed Premises.
 9. **ACCESS:** The District shall designate the route and method of ingress and egress to and from the Licensed Premises. Contact Michael Burger at 925-313-2333 for coordination.
 10. **PERMITS AND APPROVALS:** Licensee is 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.
 11. **INSURANCE:** Licensee shall, at no cost to District, obtain and maintain during the entire duration of this Agreement, the following insurance coverages:

- a. Farm Liability: Farm Liability insurance with a minimum combined single-limit coverage of Two Million and No/100 Dollars (\$2,000,000.00) 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. Workers Compensation: Workers Compensation insurance as required by law.
 - c. Certificates: Licensee shall name District, its officers, agents, employees and contractors as additional named insureds under all policies held for the Licensed Premises. All coverage must provide for thirty (30) days' written notice to District of cancellation or lapse. A certificate of insurance, indicating the name and telephone number of the insurance agent most responsible for the insurance policy and evidencing such coverage, is to be furnished to District prior to the effective date of this Agreement.
 - d. Limited Pollution Liability: Sudden and accidental pollution liability coverage matching the primary Farm Liability limits, explicitly covering the transport, storage, and application of approved agricultural chemicals, herbicides, or pest control substances permitted under Section 6 of this Agreement.
 - e. Umbrella/Excess Liability: Excess or Umbrella Liability insurance with a limit of not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate, providing follow-form coverage over the underlying Farm Liability and Auto Liability policies.
12. **HOLD HARMLESS**: Licensee shall defend, indemnify, save, protect, and hold harmless District, its officers, agents, employees and contractors from and against all liabilities, judgments, claims, costs, and expenses arising, directly or indirectly, out of or connected with the operations of Licensee, its agents, servants, employees, business invitees, or subcontractors, and any act taken by Licensee, its agents, servants, employees, business invitees or subcontractors, pursuant to this License, or otherwise related to the granting of this Agreement, save and except claims or litigation arising from the sole negligence or sole willful misconduct of County.

Licensee shall ensure that no pollution or Hazardous Materials (as defined in Section 13. Waste; Hazardous Materials), of any type is discharged into the storm water system, and Licensee will be held responsible for any such discharge by it or by any of its officers, employees, agents, contractors, sublessees, guests, or invitees, while this Agreement is in effect. Any fine or cost of remedial action required of District, by any agency, or agencies having jurisdiction over the Licensed Premises, as a result of actions on or discharges from the Licensed Premises, will be charged to Licensee, and Licensee shall immediately reimburse District for such costs upon demand. In addition, any discharge of pollutants or Hazardous Materials on or from the Licensed Premises will be considered a default of this Agreement and grounds for its termination.

13. **WASTE; HAZARDOUS MATERIALS:** Licensee may not commit, or suffer or permit the commission of any waste on the Licensed Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of the use of the Licensed Premises or surrounding property. Licensee may not, and shall ensure that others do not, store or dispose of any Hazardous Materials on the Licensed Premises. The term "**Hazardous Materials**" means any hazardous or toxic substance, hazardous or radioactive material, hazardous waste, pollutant or contaminant at any concentration that is, or during the term of the 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 may 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, and trash or refuse accumulation, or vibration or that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions. District may enter the Licensed Premises at any time to verify Licensee's conformance with the provisions of this Section.

14. **UNDERGROUND FACILITIES:** The rights granted herein are surface rights only and no excavation shall be allowed. It is the responsibility of Licensee to determine that the property is able to support any vehicle brought onto it by Licensee without damage to subsurface or surface facilities. Licensee understands that the subterranean facilities, whether belonging to District or otherwise, does not constitute a warranty or representation that none exist. Licensee accepts this License with full cognizance of the potential presence of such. Licensee shall repair all damage and return the Licensed Premises to a neat and safe condition satisfactory to District and such other users.
15. **ASSIGNMENT AND TRANSFER:** Licensee may not assign or transfer any of its rights under this Agreement. Licensee's assignment or transfer of its rights hereunder is cause for District's immediate revocation of this Agreement.
16. **NONEXCLUSIVE RIGHT OF USE.** The right to use these premises is nonexclusive. District reserves the right to issue licenses to others for other purposes.
17. **ALTERATIONS AND ADDITIONS:** Except as provided in Section 12. Signage, Licensee may not make any alterations, erect any additional structures, or make any additional improvements on the Licensed Premises.
18. **ALTERATION OF TERMS AND CONDITIONS:** District may alter, amend, and/or change the terms and conditions of this Agreement upon thirty (30) days prior written notice to Licensee, and Licensee hereby agrees to execute any document required by District to affect any such alteration, amendment, or change.

19. **NON-DISCRIMINATION:** Licensee, as part of the consideration for the License, agrees that no person on grounds including, but not limited to, race, color, sex or national origin, will be excluded from using, denied the benefits of, or be otherwise subjected to discrimination in the use of the Licensed Premises. In the event of any breach of this non-discrimination covenant, District may terminate this Agreement without compensation to Licensee.
20. **GENERAL PROVISIONS:**
- a. District reserves the right to further develop or improve the Licensed Premises as it sees fit, regardless of the desire or view of the Licensee and without interference or hindrance from Licensee.
 - b. Nothing in this Agreement in any way affects the right of the District to use the Licensed Premises in the performance of any action related to flood control conveyance of storm water and flood protection purposes. Or the District's full right of ingress and egress over the Licensed Premises. The District also reserves the right to perform any work on the Licensed Premises that the District may see fit and the District is not liable to Licensee for any damage to vegetation or other improvements on the Licensed Premises that may result from such work.
21. **NOTICES:** Any and all notices, requests, consents, approvals, or communication that either party desires or is required to give to the other party under this Agreement or otherwise is to be in writing and either served personally or sent by prepaid first-class mail and is effective from the date of the mailing of the same. For the purposes thereof, unless otherwise provided in writing by the parties hereto, the address of **District** is:

Contra Costa County Flood Control & Water Conservation District

Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553
925-655-3140

and the address of the **Licensee** is:

John & Shanon Ginochio
1575 North Gate Road
Walnut Creek, CA 94598
925-932-5781

22. **ENTIRE AGREEMENT:** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. No alterations or variations of this Agreement is valid or binding unless made in writing and signed by both parties hereto.

23. **SIGNATURES:** IN WITNESS WHEREOF, the parties hereto have executed this License, in duplicate, the day and year first above written.

DISTRICT

**Contra Costa County Flood Control
& Water Conservation District**

By: _____

Warren Lai
Chief Engineer

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____

Jessica L. Dillingham
Principal Real Property Agent

By: _____

Michael George
Deputy County Counsel

LICENSEE

John and Shanon Ginochio

By: _____

John R. Ginochio III

By: _____

Shanon Ginochio

Date: _____

Note to Licensee:

For corporations, the Agreement must be signed by two officers. The first signature must be that of the Chairperson of the Board, President, or Vice-President, and the second signature must be that of the Secretary, Chief Financial Officer, or Assistant Treasurer (Civ. Code, 1190; Corps. Code 313.)

EXHIBIT A



Areas highlighted in yellow are the licensed premises.