

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is dated as August 18, 2025, (the “Effective Date”) and is between, on the one hand, Colony Park Town House Association (“Licensor”) and, on the other hand, the Hookston Station Parties, which include Union Pacific Railroad Company; Contra Costa County; and the Helix Family Trust (collectively, “Licensee”).

### RECITALS

- A. Licensor owns certain real property (assessor parcel number 140-340-039) located at Bancroft Road in Concord, California (the “Property”).
- B. Pursuant to the California Regional Water Quality Control Board for the San Francisco Bay Region (“Water Board”) Order No. R2-2023-0015, dated 29 September 2023 (the “Directive”), and *Conditional Approval of Revised Feasibility Study/Remedial Design Implementation Plan, Hookston Station, 228 Hookston Road, Pleasant Hill, Contra Costa County*, dated 5 June 2024 (the “RDIP Approval”), the Water Board has ordered the remedial action monitoring, well installation, sampling, and future well destruction (the “Remedial Action Monitoring”) being undertaken on or about the Hookston Station site located at 228 Hookston Road in Pleasant Hill, California, which is located immediately west of the Property.
- C. The Remedial Action Monitoring includes well installation, sampling, routine maintenance, and future well destruction of three monitoring wells. The scope of work was proposed in *Revised Feasibility Study/Remedial Design Implementation Plan, Hookston Station Site, Pleasant Hill, California*, dated 28 December 2023 (the “RDIP”), which was approved by the Water Board on 5 June 2024.
- D. The parties intend to enter into this Agreement to allow the Licensee Parties (as defined below) access to the Property for the purpose of conducting Remedial Action Monitoring activities in accordance with the RDIP. The mid-plume monitoring wells (MW-48A, MW-48B, and MW-48C) initially proposed in the RDIP were to be located along the sidewalk on Bancroft Road. However, due to conflicts with existing utilities, the locations of these three monitoring wells have been adjusted to the east and are now proposed to be installed within the privately owned parking area, as illustrated in Exhibit A.

The parties, therefore, agree as follows:

## **AGREEMENT**

### **1. GRANT OF LICENSE**

Licensor hereby grants a nonexclusive, irrevocable license, as of the Effective Date, to Licensee and its authorized agents, employees, contractors, consultants, including Environmental Resources Management, Inc., and its contractors, and any governmental agency (collectively, “Licensee Parties”) to enter the Property solely to perform the Remedial Action Monitoring activities associated with the RDIP, Directive, and/or RDIP Approval (collectively, “Licensee Parties’ Activities”).

### **2. TERM OF USE**

#### **A. COMMENCEMENT**

As of the Effective Date, Licensee Parties shall have the right to immediately access the Property to perform Licensee Parties’ Activities subject to the terms of this Agreement.

#### **B. NOTIFICATION**

Licensee Parties shall notify Licensor at least twenty-four (24) hours prior to entering the Property to allow Licensor’s representatives to be present to observe Licensee Parties’ Activities, and to ensure the safety of the Property and Licensee’s compliance with the terms and conditions of this Agreement. Where Licensee Parties’ Activities will continue over a period of several days, Licensee Parties shall provide Licensor with a schedule of activities for such period and no further notice concerning those activities shall be required.

#### **C. PERIOD OF USE**

Once installed, the groundwater monitoring wells shall remain on the Property for a period of five (5) years, or until the Water Board approves the cessation of sampling and the removal of the wells, whichever is later (the “Period of Use”). The Period of Use includes the period of time during which the Licensee is ordered by the Water Board to perform Licensee Parties’ Activities on the Property, including, but not limited to, Remedial Action Monitoring at the groundwater monitoring wells on a routine (e.g. quarterly to semiannually) basis, as required by the Water Board.

This License Agreement shall terminate and have no further force and effect upon the conclusion of the Period of Use.

### **3. COMPLETION OF LICENSEE PARTIES’ ACTIVITIES**

#### **A. RESTORATION OF PROPERTY**

Upon completion of the Licensee Parties’ Activities, Licensee Parties shall, at their sole cost and expense, remove all of Licensee Parties’ personal property and restore the surface of the

Property, as nearly as possible, to the condition that existed prior to Licensee Parties' entry hereunder. In the event Licensee Parties fail to remove Licensee Parties' personal property or restore the surface of the Property, Licensors may elect, after first providing written notice to Licensee Parties of such election and providing Licensee Parties with a reasonably practicable time to cure such non-performance, to remove Licensee Parties' personal property, restore the surface of the Property, and seek to recover the costs and expenses therefore from Licensee Parties.

## **B. PREPARATION OF AS-BUILT DOCUMENTATION**

When the installation of the groundwater monitoring wells on the Property is complete, Licensee Parties shall, at their sole cost and expense, prepare and submit to Licensors as-built drawings depicting the location and construction details of the groundwater monitoring wells installed on the Property.

## **4. LICENSEE PARTIES' CONDUCT ON THE PROPERTY**

### **A. RISK OF USE**

Licensee Parties shall use the Property at their sole risk.

### **B. COMPLIANCE WITH LAWS**

Licensee Parties shall comply with all local, state, and federal laws, regulations, rules, and orders that pertain or are applicable to Licensee Parties' Activities, including but not limited to those laws, whether existing as of the Effective Date or enacted thereafter, that relate to the use, storage, handling, treatment, or disposal of hazardous substances, materials or wastes, and those that relate to health, safety, noise, environmental protection, air quality, or water quality.

## **5. OTHER REQUIREMENTS**

### **A. SUBMISSION OF REPORTS**

Licensee Parties shall provide Licensors with copies of the results of analytical tests, photographs, geological logs, and reports (electronic or similar) submitted to governmental agencies relating to Licensee Parties' Activities on the Property.

### **B. LICENSOR'S ACCESS**

Licensors and its members and other occupants of the Property shall, at all times, have access to the Property and to the specific locations on which Licensee Parties' Activities are conducted. Licensors shall not interfere and shall cause its members and other occupants of the Property to not interfere with any of Licensee Parties' Activities on the Property. Licensors may take split samples of any air, soil, or groundwater at its sole discretion and expense, in the event Licensee Parties' Activities include the collection of such samples. Following completion of the installation of the groundwater monitoring wells on the Property, Licensors shall not conduct and

shall cause its members and other occupants of the Property to not conduct any activities on the Property that may interfere with, disturb, damage, destroy, or remove any portion of the groundwater monitoring wells installed on the Property without the express written consent of Licensee and the Water Board and/or other governmental agency exercising jurisdiction over the groundwater monitoring wells on the Property.

## **6. INSURANCE**

Licensee Parties' consultants and contractors shall obtain and maintain, or cause to be obtained and maintained, at its sole cost and expense during the periods in which Licensee Parties are conducting Licensee Parties' Activities on the Property: (a) Commercial General Liability insurance, providing bodily injury and property damage coverage, with a combined single limit of not less than \$1,000,000 per occurrence and not less than \$1,000,000 in the aggregate; (b) Auto Liability insurance covering owned, non-owned, and hired vehicles, providing bodily injury and property damage coverage, with a combined single limit of not less than \$1,000,000 per occurrence; and (c) Worker's Compensation insurance with limits as required by statute. For the Licensee of Mary Lou Helix, all of the aforesaid policies shall name the Licensors as a named additional insured and provide that said insurance shall not be cancelled unless thirty (30) days' prior written notice (ten [10] days for non-payment of premium) shall have been given to Licensors. These Licensees shall provide Licensors with proof of said additional insured endorsement upon request. Union Pacific Railroad Company and Contra Costa County self-fund their liability exposures and can provide their certificate of self-insurance that reflects the self-funded retention levels maintained for each liability program. Union Pacific Railroad Company and Contra Costa County shall provide Licensors with proof of additional covered party upon request.

## **7. LIENS**

Licensee shall keep the Property, and any part thereof, free and clear of all mechanics', materialmen's, contractors', or subcontractors' liens arising from, or any claim for damage arising out of, Licensee Parties' Activities.

## **8. NOTICES**

All notices required herein may be given or sent by telephone call, voicemail message, United States mail, nationally recognized overnight courier service, or such other method as the parties may agree upon (except that any notice required to be in writing must be in writing), and shall be directed as follows:

### **To Licensors:**

Colony Park Town House Association  
P.O. Box 2384  
Pleasant Hill, CA 94523

With a copy to:

Homeowners Management Company, LLC  
Attn: Suzy Stein  
2151 Salvio Street, Suite 250  
Concord, CA 94520

**To Licensee Parties:**

Scott Selken  
Senior Manager Environmental Site Remediation  
Union Pacific Railroad Company  
14 Douglas Street STOP 1030  
Omaha, NE 68179  
(402) 544-4159

Robert C. Bylsma, Esq.  
Law Department  
Union Pacific Railroad Company  
24125 Aldine Westfield Road  
Spring, TX 77373  
(916) 789-6229

Marilu Elliot  
1102 Northridge Court  
Concord, CA 94518

Lilia Bulgucheva  
Weston Law Group  
4115 Blackhawk Plaza Cir, Suite 100  
Danville, CA 94506  
(925) 362-3120

Contra Costa County  
Department of Conservation and Development  
Attn: Ryan Hernandez  
30 Muir Road  
Martinez, CA 94553

Contra Costa County  
County Council Office  
Attn: Kate Andrus  
30 Muir Road  
Martinez, CA 94553

Any party may change its designated address by providing written notice thereof to each of the other parties to this Agreement.

## **9. ASSIGNMENT, SUCCESSORS, AND ASSIGNS**

This Agreement is binding upon all successors and assigns of the parties.

## **10. NO ADMISSION**

Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

## **11. AUTHORITY TO ENTER INTO AGREEMENT**

Each party represents to the other that it has the authority to enter into this Agreement.

## **12. COUNTERPARTS AND FACSIMILE SIGNATURES**

This Agreement may be executed in counterparts and when so executed, shall constitute one agreement that shall be binding upon all parties hereto, notwithstanding that the signatures of all parties' designated representatives do not appear on the same page. An electronic copy of a signature page shall bind the executing party and represent that the original signed document is in that party's possession or control. The parties shall exchange original signed signature pages upon reasonable demand.

## **13. INDEMNIFICATION**

To the maximum extent permitted by law, Licensee shall indemnify, defend and hold harmless the Licensor from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising from or related to any and all claims for any property damage, personal injury or death to the extent caused by Licensee, its contractors, subcontractors arising from or related to the Licensee Parties' Activities.

## **14. ATTORNEY'S FEES**

If either party becomes involved in litigation or arbitration arising out of this Agreement or the performance thereof, the prevailing party in such proceeding shall be awarded its reasonable costs and expenses, including attorneys' and experts' fees. In awarding attorneys' fees, the court or arbitrator shall not be bound by any court fee schedule, but shall, if it is in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

**THIS AGREEMENT** is executed by the parties hereto as of the day and year first set forth above.

Licensors:

Colony Park Townhouse Association

Signed by:  
By: Mickey Ryan  
Name: Mickey Ryan

Licensee:

UNION PACIFIC RAILROAD COMPANY

DocuSigned by:  
By: SCOTT SELKEN  
Name: SCOTT SELKEN  
Title: Senior Manager Site Remediation

Helix Family Trust

DocuSigned by:  
By: Marilu Elliott  
Name: Marilu Elliott  
Title: Property Manager

CONTRA COSTA COUNTY

DocuSigned by:  
By: John Kopchik  
Name: John Kopchik  
Director, Department of Conservation and Development

Source: NAD 1983 StatePlane California III FIPS 0403 Feet



- Legend**
- Proposed A Zone Monitoring Well

Proposed A2 Zone Monitoring Well

Proposed B Zone Monitoring Well

Proposed A Zone Injection Well

Proposed B Zone Injection Well

A-Zone Monitoring Well

A2-Zone Monitoring Well

B-Zone Monitoring Well

Overhead/Communications line

Electrical Line

Gas Line

Irrigation Line

Other Water Line

Sewer Line

Storm Drain Line

Water Main Line

**Exhibit A**

Proposed Monitoring Wells

Mid-Plume Treatment Area

Hookston Station

Pleasant Hill, California