

## LICENSE AGREEMENT

This license agreement (“Agreement”) is dated January 1, 2026, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the “**County**”) and CITY OF MARTINEZ, a municipal corporation of the State of California (“**City**”).

### RECITALS

- A. The County is the owner of the following real property, the locations of which are shown in Exhibit A (together, the “**Properties**”).
- a. Assessor’s Parcel Number ROW380-180-070, which is a County right-of-way located in Pacheco, California, along Pacheco Boulevard and Arthur Road and identified as Location 3A in Exhibit A.
  - b. Assessor’s Parcel Number ROW378-140-014, which is a County right-of-way located in Pacheco, California, along Pacheco Boulevard and Morello Avenue and identified as Location 3B in Exhibit A.
  - c. Assessor’s Parcel Number ROW378-123-009, which is a County right-of-way located in Pacheco, California, along Pacheco Boulevard and Howe Road and identified as Location 3C in Exhibit A.
  - d. Assessor’s Parcel Number ROW378-103-016, which is a County right-of-way located in Pacheco, California, along Pacheco Boulevard and Shell Avenue and identified as Location 3D in Exhibit A.
  - e. 1000 Ward Street, which is located in Martinez, California, and identified as Location P10 in Exhibit A.
  - f. 1111 Ward Street, which is located in Martinez, California, and identified as Location P9 in Exhibit A.
- B. City desires to obtain the County’s permission to use the Properties for the limited purpose of installing City-owned wayfinding signs (the “**Signs**”). The County is willing to grant a license to use only the portion of the Properties where the Signs are initially installed (together, such locations, 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 County hereby grants to City, a nonexclusive revocable license to enter the Licensed Premises for

the purposes described in Section 2 below and for no other purpose without County's prior written consent.

2. **Use of Premises.** City may use the Licensed Premises for the purpose of installing and maintaining the Signs.
3. **Term.** The term of this Agreement begins January 1, 2026 (the "**Effective Date**") and will continue until terminated by either the County or the City.
  - a. The County and City each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 30 days' advance written notice.
  - b. The County may terminate this Agreement on 30 days' advance written notice if City violates any term or condition of this Agreement.
4. **License Fee.** During the term of this Agreement, City shall pay an annual license fee to the County annually in advance in the amount of \$500.
  - a. The first payment is due on the Effective Date. Subsequent payments are due every year on the anniversary of the Effective Date.
  - b. Payments are to be addressed to Contra Costa County, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.
  - c. No portion of the license fee is refundable upon the termination of this Agreement.
5. **Improvements to the Premises.** With the exception of the installation of wayfinding signs and signposts as outlined in Exhibit A, City may not construct any improvements on the Licensed Premises.
6. **Permits and Approvals.** City is responsible for obtaining any permits or approvals required by any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County of this use.
7. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The County reserves the right to issue licenses, easements and permits to others that could affect the Properties or the Licensed Premises.
8. **Existing Facilities.** It is understood and agreed that the County may have leases, licenses, and/or easements with others for all or a portion of the Properties.

The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Properties and maintain their facilities. City will not be compensated for damage resulting from such maintenance.

9. **Hold Harmless.** City shall defend, indemnify, save, and keep harmless the County and its agents against all liabilities, judgments, costs, and expenses that may in any way accrue against the County or its agents as a result of the County granting this Agreement, save and except claims or litigation arising from the sole negligence or sole willful misconduct of the County.
  
10. **Insurance.** City agrees, at no cost to the County, 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 Properties, including loss of use, and to **name Contra Costa County, its officers, agents, and employees as additional insured** thereunder. The coverage must provide for a 30-day written notice to the County of cancellation or lapse. City shall provide evidence of the coverage to the County prior to execution of this Agreement.
  
11. **Assignment.** City may not assign its rights under this Agreement.
  
12. **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.

CITY: City of Martinez  
525 Henrietta Street  
Martinez, CA 94553-2395

COUNTY: Contra Costa County  
Public Works Department  
Attn: Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

14. **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**

**CITY OF MARTINEZ**

By \_\_\_\_\_  
Warren Lai  
Public Works Director

By \_\_\_\_\_  
Michael Chandler  
City Manager

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

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

By \_\_\_\_\_  
Margaret J. Eychner  
Senior Real Property Agent

**APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL**

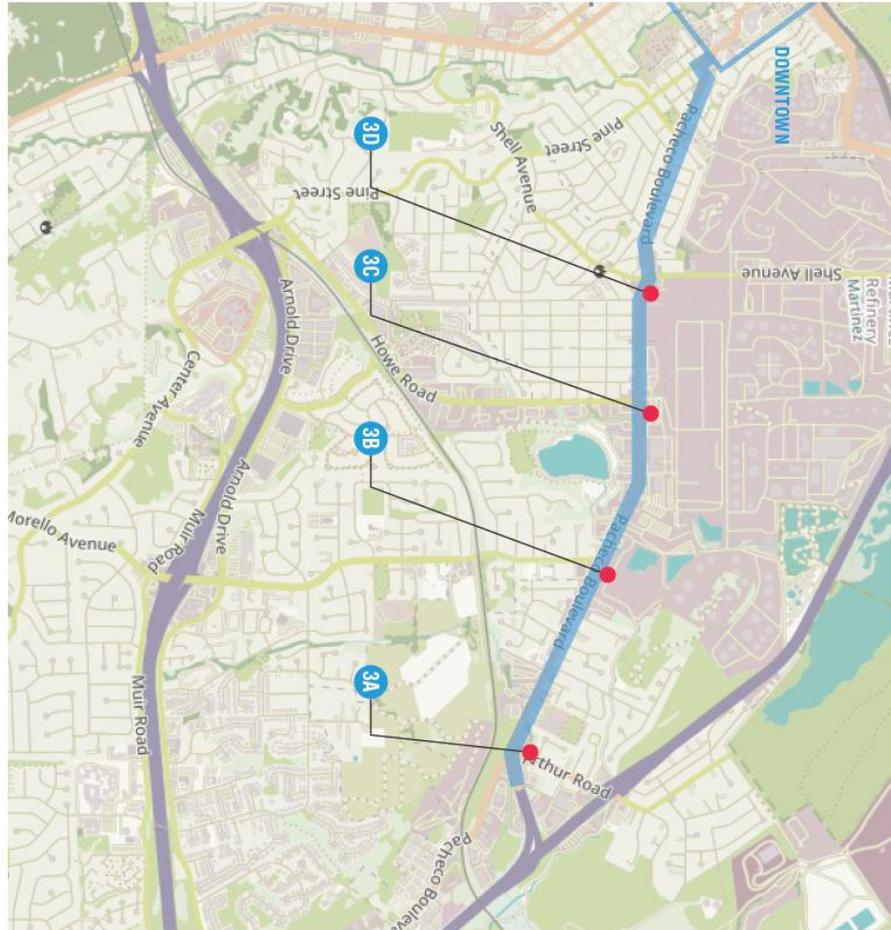
By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

ME:

WLP591

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# Exhibit A



## PACHECO ROUTE

- 3A Pacheco / Arthur
- 3B Pacheco / Morello
- 3C Pacheco / Howe
- 3D Pacheco / Shell



**Location 3A**  
Pacheco & Arthur

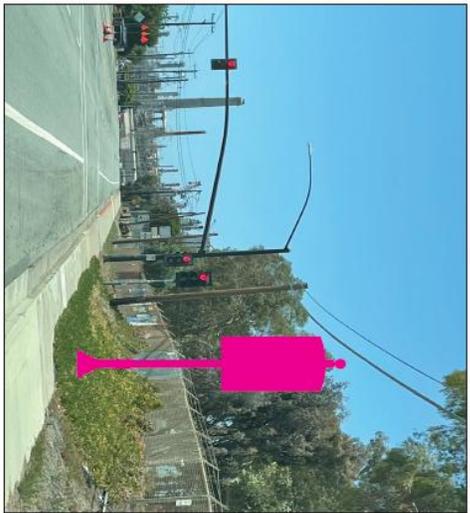
*Sign representation shown in red/pink to in approximate scale.*

**Notes:**  
Vendor shall acquire encroachment permit from County with assistance from PWD and CED.



36"x60"  
Single-sided

**Proposed Install:**  
 New Pole     Existing Pole



**Location 3B**  
Pacheco & Morrallo

*Sign representation shown in red/pink to in approximate scale.*

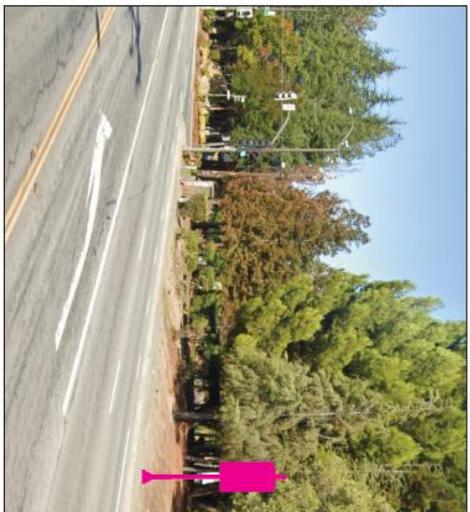
**Notes:**  
Check for petroleum line right-of-way locations.

Vendor shall acquire encroachment permit from County with assistance from PWD and CED.



36"x60"  
Single-sided

**Proposed Install:**  
 New Pole     Existing Pole



**Location 3C**  
Pacheco & Howe

*Sign representation shown in red/pink to in approximate scale.*

**Notes:**  
Check for petroleum line right-of-way locations.

Vendor shall acquire encroachment permit from County with assistance from PWD and CED.



36"x60"  
Single-sided

**Proposed Install:**  
 New Pole     Existing Pole

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**Location 3D**  
Pacheco & Shell

Sign representation shown in image is in approximate scale.

**Notes:**

Vendor shall acquire encroachment permit from County with assistance from PWD and CED.



36"x60"  
Single-sided

**Proposed Install:**

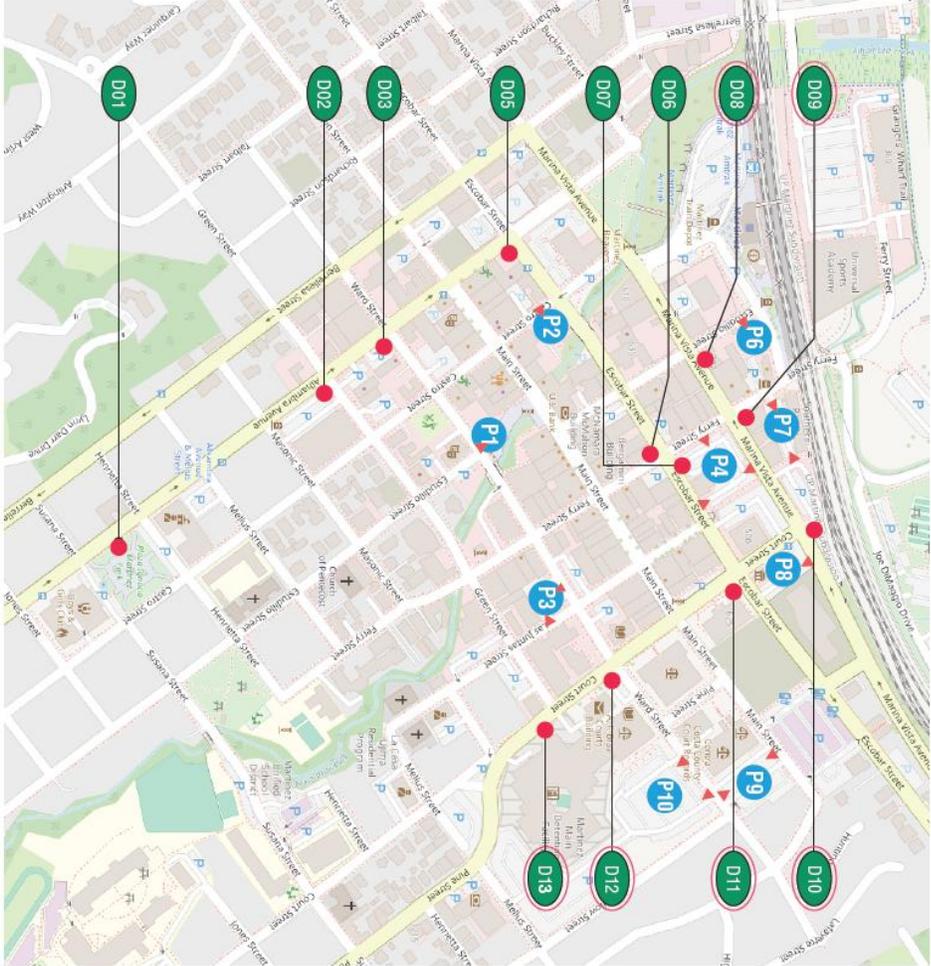
New Pole     Existing Pole



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**City of Martinez**  
Sign Location Plan – Parking Lot Wayfinding

Revised: November 4, 2025  
24-329



**CITY PARKING LOCATIONS  
DOWNTOWN**

- P1** Ward
- P2** Castro
- P3** Ward & Las Juntas
- P4** Ferry, Marina Vista & Escobar
- P6** Estudillo
- P7** Ferry\*
- P8** Marina Vista\*
- P9** Main & Ward County Lot
- P10** Ward County Lot

- ▲** Lot Access Identification
- Lot Directional

\* Sign may be shifted in R.O.W. Contractor to work with City to determine best location.



**Location P7**  
Marina Vista Entry

*Sign representation shown in magenta is in approximate scale.*

**Notes:**  
Point of entry into lot from a driveway east of lot.

Remove existing sign panel and pole prior to installation. Hand dig location due to gas lines. Mark utilities prior to digging.

Bottom segment(s) can be exchanged when information changes.

**Proposed Install:**  
 New Pole  Existing Pole



**Location P8**  
Marina Vista Entry

*Sign representation shown in magenta is in approximate scale.*

**Notes:**  
Dedicated entry only from Marina Vista. Exit is on Escobar.

Remove existing sign panel and pole prior to installation.

Bottom segment(s) can be exchanged when information changes.

**Proposed Install:**  
 New Pole  Existing Pole



**Location P9**  
Main Entry

*Sign representation shown in magenta is in approximate scale.*

**Notes:**  
Contra Costa County Lot. One sign for northeast driveway entry from Main.

Vegetation within installation area shall be removed prior to installation. Hand dig at this location.

No hours limit shall be posted for this location.

**Proposed Install:**  
 New Pole  Existing Pole



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**Location P9**  
Ward Entry

*Sign representation shown to magnitude is to approximate scale.*

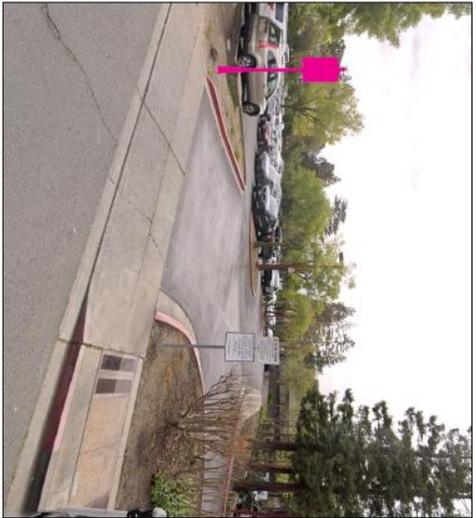


Panel Estimate: 24"x36"  
Parking Icon: 15"  
Cap, Letter Height: 3"

**Notes:**  
Contra Costa County Lot.

One sign for driveway entry from Ward.  
Vegetation within installation area shall be removed prior to installation. Hand dig at this location.  
No hours limit shall be posted for this location.

**Proposed Install:**  
 New Pole  Existing Pole



**Location P10**  
Ward Entry

*Sign representation shown to magnitude is to approximate scale.*

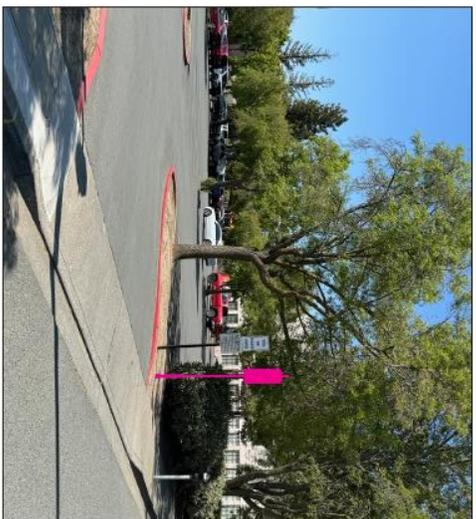


Panel Estimate: 24"x36"  
Parking Icon: 15"  
Cap, Letter Height: 3"

**Notes:**  
Contra Costa County Lot

One sign for the west driveway from Ward. Hand dig at this location.  
No hours limit shall be posted for this location.

**Proposed Install:**  
 New Pole  Existing Pole



**Location P10**  
Ward Entry

*Sign representation shown to magnitude is to approximate scale.*



Panel Estimate: 24"x36"  
Parking Icon: 15"  
Cap, Letter Height: 3"

**Notes:**  
Contra Costa County Lot.

One sign for the east driveway from Ward. Hand dig at this location.  
No hours limit shall be posted for this location.

**Proposed Install:**  
 New Pole  Existing Pole

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