

**LICENSE AGREEMENT**  
**1401 Willow Pass Road, Concord, California**  
**Metroplex Parking Spaces**

This License Agreement ("Agreement") is dated December 17, 2024, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the "County") and Seecon Commercial, LLC, a California limited liability company ("Licensor").

**RECITALS**

- A. The Licensor is the owner of the Real Property located at 1401 Willow Pass Road Concord, California, (the "Property").
- B. The County desires to obtain Licensor's permission to use a portion of the parking lot on the Property (the "Licensed Premises") to park County-owned vehicles during non-business hours.

The parties therefore agree as follows:

**AGREEMENT**

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, the Licensor hereby grants to County, a nonexclusive revocable License to enter the Licensed Premises for the purposes described in Section 2. Licensor may change the designated location of the Licensed Premises as needed; however, Licensor shall notify the County in writing at least 30 days prior to a relocation.
- 2. **Use of Premises.** Subject to Section 3 below (Use of Electric Vehicle Charging Stations), County may use the third and fourth floors of the Licensed Premises for the purpose of parking 29 County-owned vehicles between the hours of 5:00 p.m. and 9:00 a.m. Monday through Friday, and anytime on Saturdays, Sundays and on nationally recognized and County observed holidays ("Time of Use"). Licensor shall issue 29 parking passes to the County to enable County personnel to access the parking lot. In the event a parking pass is lost, the County shall immediately notify Licensor. Licensor will issue a replacement parking pass and invoice the County \$50.00 for each replacement parking pass issued to the County.
- 3. **Use of Electric Vehicle Charging Stations.** The Property has electric vehicle charging stations on the first floor of the Licensed Premises that are managed by a third-party vendor, Charge Point ("Vendor"). Notwithstanding Section 2 above (Use of Premises), County may use electric vehicle charging stations on the first floor of the Licensed Premises during the Time of Use. The charging stations are (i) available for use on a first come, first served basis, and (ii) subject to a fee to the users that is established by and paid directly to Vendor. Any payment disputes, maintenance, and service-related issues are to be directed to the Vendor. Licensor does not directly service the charging stations or collect payment. There is a four-hour charging time limit with the charging system. Licensor shall implement a County specific connection code with the Vendor to bypass the 4-hour charging time limit

so County will not incur overage charge penalty fees. Payment for the charging service is managed by the Vendor.

4. **Term.** The term of this Agreement is one year, beginning December 18, 2024, and ending December 17, 2025. The term automatically renews for four one-year terms, at the end of each one-year term, provided the term will not automatically renew if either party elects to terminate. The Licensor and County each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 30 days' advance written notice.
5. **License Fee.** During the term of this Agreement, County shall pay a monthly license fee to the Licensor in advance on the tenth day of each month during the Term in the amount of \$50.00 per parking space per month, for a total of \$1,450.00 per month (the "**License Fee**"). Payments are to be addressed to Sierra Pacific Properties, Inc. at the address shown in Section 10 below. The License Fee for any fractional month will be prorated and computed on a daily basis with each day's License Fee equal to one-thirtieth (1/30) of the License Fee. The License Fee shall be increased by three percent (3%) per parking space per month on an annual basis.
6. **Nonexclusive Right of Use.** This Agreement is nonexclusive. Licensor reserves the right to issue licenses, easements, and permits to others that could affect the Property or the location of the Licensed Premises.
7. **Insurance.** County agrees, at no cost to the Licensor, to obtain and maintain during term of this Agreement, self-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 Licensor as an additional insured thereunder. The coverage must provide a 30-day written notice to the Licensor of cancellation or lapse. County shall provide evidence of the coverage to the Licensor prior to execution of this Agreement.
8. **Indemnification.** County shall defend, indemnify and hold Licensor and Licensor's officers, directors, shareholders, affiliates, employees and agents harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or negligent acts, errors, or omissions of County, its officers, agents or employees in using the Property pursuant to this Agreement.
9. **Assignment.** County may not assign its rights under this Agreement.
10. **Licensor's Title.** County hereby acknowledges Licensor's fee title in and to the Property and agrees never to assail or to resist the Licensor's title. County agrees that it has not, and never will, acquire any rights or interest in the Property as a result of this Agreement, and that County has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this Agreement.
11. **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.

LICENSOR: Seecon Commercial, LLC.  
c/o Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Attn: President  
Telephone: 925-609-6200

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

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

[Remainder of Page Intentionally Left Blank]

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY**

**SEECOM COMMERCIAL, LLC,  
a California limited liability  
company**

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

By \_\_\_\_\_  
Douglas W. Messner  
Vice President

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Robert P. Garrison  
Authorized Agent

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

By \_\_\_\_\_  
Kathleen M. Blackard  
Secretary

By \_\_\_\_\_  
Jessica Castro  
Associate Real Property Agent

APPROVED AS TO FORM

THOMAS L. GEIGER, COUNTY COUNSEL

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