



February 9, 1993

Mr. Paul B. Andrew,
Receiver
111 Pine Street
Suite 950
San Francisco, Ca. 94111

RE: LICENSE AGREEMENT
Lot adjacent to
Unocal Service
Station #6277
15803 East 14th Street
San Leandro, Ca.

Dear Mr. Andrew:

Enclosed are duplicate original License Agreements that have been revised as you requested. Please review and, if acceptable, sign and date one of the agreements and return it to me in the enclosed envelope by February 23, 1993. The remaining agreement is for your file.

If you have any questions about the work we plan or the Agreement, please call Ms. Natalie Mead at (510)/277-2367.

Thank you in advance for your cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jack L. Cierley".

Jack L. Cierley
for
N. P. Mead

JLC

Enclosures

LICENSE AGREEMENT

AGREEMENT made this 12th day of February, 1993 by and between Paul B. Andrew, Receiver [hereinafter "Licensor"], and Union Oil Company of California dba Unocal, with principal offices at 1201 West Fifth Street, Los Angeles, California, [hereinafter "Licensee"]; Licensor and Licensee shall sometimes hereinafter be referred to as the "Parties".

RECITALS

- A. Licensor is the owner of a certain parcel, or parcels, of real property ("Subject Property") in the vicinity of the Unocal Service Station located at 15803 East 14th Street, San Leandro, California;
- B. Licensee now desires to enter the Subject Property to install two (2) ground-water monitoring wells and periodically collect water from the wells;
- C. Licensor and Licensee desire to enter into this License Agreement so that the soil and/or groundwater can be assessed in relation to environmental laws and regulations;

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual premises, covenants, conditions and agreements

hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License - Licensor hereby grants to Licensee, its employees, representatives and contractors a non-exclusive license [hereinafter the "License"] to enter upon the Subject Property from time to time to conduct the activities described in Recitals Paragraph B & C above. This License shall commence on February 26, 1993 and shall end on February 26, 1996 unless the parties agree in writing to extend the term of the License. Prior to the expiration of the License, Licensee shall, at its sole cost and expense, cause any excavations to be returned to the original gradient, and shall remove all equipment placed on the Subject Property, fill and level all ditches, ruts and depressions, if any, caused by the closure of the excavation operations, and remove all debris resulting therefrom.

2. Compliance with Laws - Licensee shall conduct all operations which are the subject of this License in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders, and directives now exist or provide.

3. Permits. - Licensee, at no cost or expense to Licensor, shall

be responsible for obtaining any and all governmental permits and approvals which may be necessary for it to conduct any work or activities under this License Agreement.

4. Liens and Claims - Licensee will not permit any mechanics', materialmen's, or other similar liens or claims to stand against the Subject Property for labor or material furnished in connection with any work performed by Licensee under this License Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensor, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

5. Cooperation - Licensee agrees to coordinate its activities with Licensor to minimize any impairment of access by customers or business invitees of Licensor to the Subject Property and any inconvenience to or disruption of Licensor's business on the Subject Property.

6. Indemnity - Licensee agrees that it will indemnify and hold Licensor harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs or expenses incurred as a result of personal injury, property damage, civil penalties or fines proximately caused in whole or in part by the negligent

acts or omissions of Licensee or its authorized contractors, employees and agents in conducting its activities under this License Agreement. This Indemnity is expressly conditioned on the following:

(a) In the event Licensor shall identify any matter to which this indemnity may apply or receive a notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify Licensee in writing of such matter addressed to Licensee's Law Department, 1201 West Fifth Street, Los Angeles, California 90017.

(b) Licensor shall cooperate with Licensee by allowing Licensee, its agents, representatives, contractors and consultants, prompt and ready access to the Subject Property for the purpose of investigating any matter to which this Indemnity may apply.

(c) This Indemnity extends only to liability found to have been due to Licensee's comparative fault and shall not extend to liability for any claim, including future contamination, determined to have been due to acts or omissions of Licensor, its agents, its predecessors, successors or assigns, or any third party.

7. Notices - Any notice provided for herein or otherwise required to be given hereunder shall be given by registered mail or certified United States mail, postage prepaid, addressed to the other as set forth in the first paragraph of this License

Agreement, except for the notice required to be given to Licensee as set forth in paragraph 6(a) hereof. The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.

8. Assignment, Successors and Assigns - This Agreement may not be assigned by either party without the prior written consent of the other, but otherwise shall be binding upon and inure to the benefit of the Parties' respective representatives, successors and assigns.

9. Entire Agreement - This License Agreement represents the full, complete and entire agreement between the parties with respect to the subject matter hereof, and the rights and remedies of the Parties shall be solely and exclusively those herein contained, and in lieu of any remedies otherwise available at law or in equity.

10. If any action or other proceeding arising out of or relating to this Agreement, including by example and not limitation an action for declaratory relief or for damages, then as between Licensor and Licensee the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party. That recovery shall include court costs and attorneys' fees on

appeal.

10. Governing Law - This Agreement shall be construed and interpreted and governed by and in accordance with the local law of the State of California without reference to any choice of law rules or policies which may refer the resolution of any dispute arising hereunder to the laws of any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this License Agreement by their duly authorized representatives on the date first above written.

LICENSOR

By: 

Date: 2/11/93

Title: RECEIVER

LICENSEE

Union Oil Company of California dba Unocal

By: 

Date: February 12, 1993

Title: J. D. Murphy, Vice President
Unocal Real Estate Division



Service Station #6277
15803 East 14th Street
San Leandro, Ca.
andrew2w.agr (B-3)