

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the “License”) is entered into as of \_\_\_\_\_, 2017 (“Effective Date”), by and between the CARSON SUCCESSOR AGENCY, a public body, corporate and politic (“Agency” or “Licensor”), and COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under provisions of the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (“Licensee”).

### **RECITALS**

WHEREAS, Agency is the owner of the property at the south east corner of Carson Street and Figueroa Street, in the City of Carson, described as Assessor Parcel Number 7343-019-900 (the “Agency Property”); and

WHEREAS, the Licensee is working on rehabilitating approximately 750 feet of 36-inch diameter clay-tile lined reinforced concrete pipe as part of the 216<sup>th</sup> Street Trunk Sewer Emergency Repair project; and

WHEREAS, Licensee wishes to have access to and certain use of the Agency Property for construction staging and temporary storage of equipment and materials (the “License Activities”); and

WHEREAS, Agency is willing to permit Licensee to access the Property and engage in the License Activities upon the terms and conditions stated in this License.

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. **LICENSE.** Licensor hereby grants to Licensee an exclusive temporary license to use the Agency Property for the License Activities for the term stated and upon and subject to the terms and conditions set forth herein.

2. **TERM.** The term of this License shall commence on the Effective Date and end ninety (90) days thereafter (“Term”). Any Term extensions of up to an additional 90 days are subject to the approval of, and may be signed-off by, the Agency’s Executive Director.

3. **USE.** The rights of Licensee hereunder in the Agency Property shall be for the term of the License and only for the purpose of conducting the License Activities and shall be subject to the provisions of Section 8 and 9. Licensee shall not permit any waste or damage to be done to the Agency Property. Licensee is responsible for obtaining all permits, licenses, and any other governmental authorizations required for the License Activities. Licensee accepts full responsibility and risk that any improvements to the Agency Property made pursuant to this License Agreement shall be at its cost and all such costs and improvements shall not be recoverable from the Licensor.

4. FEE. Licensee shall have the right to use the Agency Property for the License Activities for a monthly fee of seven hundred fifty dollars (\$750.00). The first payment shall be made upon execution of this License and shall be an upfront payment for the first month. If the day of the first payment is a day other than the first of the month, the first payment shall be pro-rated; all other month-to-month payments shall be made promptly by Licensee by the first day of each month. Payments shall be mailed to:

Carson Successor Agency  
Attn: Amelia Soto, Project Manager  
701 E. Carson Street  
Carson, CA 90745

5. UTILITIES. Licensee shall pay all charges for electricity and all other utility services, if any, used by the Licensee in or about the Agency Property during the term of this License.

6. INDEMNIFICATION. Licensee shall indemnify, defend, protect and hold Licensor and the City of Carson, their officers, directors, agents, representatives, Agency Board, City Council members and employees (collectively, "Licensor and City"), harmless from and against all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee's rights hereunder, and from any and all claims, causes of action, liabilities, costs and expenses (including reasonable attorneys' fees), losses or damages arising from Licensee's use of the Agency Property during the Term, or any breach of this License by Licensee, or Licensee's agents, employees, construction workers, or invitees, except those arising out of the gross negligence or intentional misconduct of the Licensor or City. The indemnification obligations contained in this Section 6 shall survive the termination of this License.

7. DAMAGE OR LOSS. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to its property or injury to persons in or upon the Agency Property during the Term. Licensee hereby releases and relieves Licensor and City, and waives its entire right of recovery against Licensor and City, for any loss or damage arising out of or incident to the Licensee's activity on the Agency Property, whether due to the negligence of the Licensor and City or Licensee or its agents, employees and/or contractors, but except for any loss or damage arising out of the gross negligence or intentional misconduct of the Licensor or City. The release contained in this Section 7 shall survive the termination of this License.

8. ENVIRONMENTAL IMPAIRMENT.

a. Licensee shall not use, generate, manufacture, store, transport or dispose of, on or over the Agency Property any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as “Hazardous Materials”) as those terms are defined by federal and state laws. The foregoing sentence shall not be deemed to include in any way any Hazardous Materials in existence or present in, on, beneath or under the Agency Property prior to the time of Licensee’s access to the Agency Property pursuant to this License or Hazardous Materials customarily used in the License Activities but only to the extent such use is in compliance with all applicable laws. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Agency Property as a result of Licensee’s use and occupancy thereof, Licensee shall provide notice as required by law, and Licensee, at its sole cost and expense, promptly shall undertake all appropriate remediation on all the property affected thereby, whether owned or controlled by Licensor, to the extent required by applicable law and by any governmental body having jurisdiction thereof.

b. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Agency Property (collectively referred to as “Discharge”) as a result of Licensee’s use, Licensee shall indemnify, hold harmless and defend Licensor and City against all liability arising from any injuries to any person and damage to property, including without limitation, employees and property of Licensee and City, and all related expenses, investigators’ fees, and litigation expenses, resulting in whole or in part from any such Discharge, regardless of whether such liability, cost or expense arises during or after the License term. The remediation and indemnification obligations contained in this Section 8 shall survive the Termination of this License.

9. CONDITIONS AND RESTRICTIONS. The use of the Agency Property under this License is subject to the following conditions and restrictions:

a. Licensee hereby accepts the Agency Property subject to all conditions, covenants and restrictions of record, and all applicable zoning, municipal, county and state laws, ordinances, regulations and any changes thereto, governing the use and occupancy of the Agency Property. Licensee shall not obtain or cause to be issued any permit, zone change or other entitlement that will be binding upon Licensor or the Agency Property.

b. Licensee shall keep the Agency Property clean and secure and will erect a chain-link fence along the perimeter of the Agency Property that shall include quality privacy/wind screening.

c. Licensee shall keep the Agency Property free from all liens, taxes and assessments resulting from or caused by Licensee’s use of the Agency Property, and Licensee shall reimburse Licensor as necessary to protect its title against any such lien, tax or assessment. Licensee recognizes and understands that this License may create a possessory interest subject to taxes levied upon such interest.

d. Licensee shall keep the Agency Property clear of all litter and debris caused by Licensee or Licensee's use of the Agency Property.

e. Upon the end of the term Licensee shall remove any remaining equipment used in connection to the License Activities. Licensee shall dispose of any debris caused by the removal of equipment at Licensee's sole cost.

f. Licensee shall not disturb the neighboring businesses, residences or other neighboring land uses. Licensee shall ensure that License Activities do not impede neighboring businesses from conducting business as usual.

10. SURRENDER. Upon the termination of this License, all right, title, and interest of Licensee in and to this License shall be surrendered peaceably to the Licensor. Licensee shall remove any personal property at its sole cost.

11. INSURANCE. Licensee shall maintain in full force and effect during the term of this License, at Licensee's sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to Licensor, but in any event no less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence combined single limit bodily injury, personal injury, death and property damage, subject to such increases in amount as Licensor may reasonably require from time to time, covering any accident or incident arising in connection with the presence of Licensee or its agents, employees, construction workers, guests, invitees or sub-licensees on the Agency Property . Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) deleting any liquor liability exclusion; and (c) providing for coverage of employer's automobile non-ownership liability. Coverage shall include, but not be limited to, personal injury liability, Agency Property and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors. Licensor and the City of Carson shall be named as additional insureds under such insurance policy. Such insurance shall be primary and noncontributing, and shall not be cancelable or subject to reduction of coverage or other modification without thirty (30) days prior written notice to Licensor. Licensee shall concurrently with the execution of this License deliver to Licensor a copy of such insurance policy, or a certificate of insurance evidencing such coverage. In the event Licensee's insurance policy is renewed, replaced or modified, Licensee shall promptly furnish Licensor with a copy of such policy, or a certificate of insurance, as renewed, replaced or modified. In lieu of the foregoing requirements, Licensee may self-insure, provided that: (1) Licensee delivers to Licensor a letter of self-insurance, and (2) Licensee's contractor names Licensor and the City of Carson as additional insureds under the contractor's insurance.

12. DEFAULT. In the event of a breach by Licensee of any of the terms of this License that continues beyond 10 business days after written notice from Licensor of such breach, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity Licensor may re-enter the Agency Property and take possession thereof without notice, and may remove any and all persons therefrom, and may also cancel and terminate this License; and upon any such cancellation, all rights of Licensee in and to the Agency Property shall cease and terminate.

13. RULES AND REGULATIONS. Upon not less than two business days prior written notice to Licensee, Licensor shall have the right to:

a. Establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Agency Property, provided that such rules and regulations do not materially affect Licensee's use of the Agency Property;

b. Close any portion of the Agency Property to whatever extent required in the reasonable opinion of the Licensor's counsel to prevent a dedication of any of the Agency Property or the accrual of any prescriptive rights of any person or of the public to the Agency Property, provided that such closures do not materially and adversely affect Licensee's use of the Agency Property;

c. Close temporarily any portion of the Agency Property for maintenance purposes, provided that such closures do not materially and adversely affect Licensee's use of the Agency Property; and

14. SECURITY MEASURES. Licensee hereby acknowledges that Licensor is not obligated to provide any security measures, and Licensor shall not be liable for any defects or negligence in the implementation of any security measures that Licensor may, in fact, provide. Licensee assumes all responsibility for the protection of any equipment, materials, and vehicles that are the subject of Licensee's bailment, or are otherwise the property of Licensee, its agents, employees, construction workers or invitees, and their property, from the acts of third parties.

15. WAIVER. The waiver by Licensor of any breach of Licensee hereunder, or the failure on the part of Licensor to enforce any right it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of Licensor's power to enforce such rights.

16. ASSIGNMENT. This License is personal to Licensee. Licensee agrees not to assign, sell, transfer, encumber, pledge, or otherwise hypothecate any part of the License or Agency Property or Licensee's interest herein to any entity without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any purported assignment by Licensee of this License shall be void *ab initio* and a basis for immediate termination of this License. In the event that Licensor shall provide its prior written consent to an assignment by Licensee, any such assignment shall not relieve Licensee of its obligations under this License. Licensor acknowledges that Licensee's contractor will use the Agency Property for the License Activities and that use does not constitute an assignment.

17. ATTORNEYS FEES. If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys' fees including those of in-house counsel.

18. NOTICE. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as “notices”) shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; or (ii) on the date the notice is received or rejected provided it is sent U.S. first class registered or certified mail, postage prepaid, return receipt requested; or (iii) on the date the notice is delivered by a nationally recognized courier service to the address of the person to whom it is directed provided it is sent postage prepaid to the address of the person to whom it is directed. The addresses of the parties are:

To Licensor: CARSON SUCCESSOR AGENCY  
701 E. Carson Street  
Carson, California 90745  
Attn: Executive Director

With a copy to: Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 400  
Irvine, CA 92612  
Attn: City Attorney Sunny K. Soltani, Esq.

To Licensee: COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY  
1955 Workman Mill Road  
Whittier, California 90601  
Attn: Stan Pegadiotes, Supervising Engineer, Property Management Group

With a copy to: Lewis Brisbois Bisgaard and Smith, LLP  
633 W. 5th St., Suite 4000  
Los Angeles, CA 90071  
Attn: Claire Hervey Collins, Esq.

Either party may, from time to time, change its address by giving written notice thereof in the manner outlined above.

19. GOVERNING LAW. This License shall be interpreted, enforced and governed by the laws of the State of California.

20. AMENDMENTS. No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

21. SEVERABILITY. In the event that any one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the

remainder of the provisions of this License shall continue in full force and effect without impairment.

22. SOLE AGREEMENT. This License constitutes the sole agreement between Licensors and Licensee with respect to Licensee's use of the Agency Property.

23. NO RECORDING. This License or a memorandum of license shall not be recorded in the Official Records of Los Angeles County.

24. CONSENTS OF PARTIES. Any requirements under this License that Licensee obtain consents or approvals of Licensors are in addition to and not in lieu of any requirements of law that Licensee obtains approvals or permits.

{Signature page follows}

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute duplicate original counterparts of this License.

**“Licensor”:**

CARSON SUCCESSOR AGENCY,  
public body, corporate and politic

**“Licensee”:**

COUNTY SANITATION DISTRICT NO. 8 a  
OF LOS ANGELES COUNTY

By: \_\_\_\_\_

Albert Robles, Chairman

By: \_\_\_\_\_

Stan Pegadiotes  
Supervising Engineer  
Property Management Group

**ATTEST:**

By: \_\_\_\_\_

Donesia L. Gause, CMC  
Agency Secretary

**APPROVED AS TO FORM:**

Aelshire & Wynder, LLP

By: \_\_\_\_\_

Sunny K. Soltani, Agency Counsel