

RESOLUTION NO. SCV-251

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
AUTHORIZING SANTA CLARITA VALLEY WATER AGENCY TO
EXECUTE GEODETIC MONITORING STATION SITE LICENSE AGREEMENT
WITH UNAVCO; DESIGNATING AUTHORIZED REPRESENTATIVE**

WHEREAS, effective January 1, 2006, Santa Clarita Valley Water Agency's (SCV Water) predecessor-in-interest Castaic Lake Water Agency and UNAVCO entered into a Revocable Permit and Non-Recorded Easement Agreement to allow UNAVCO to place a GPS monitoring device on Agency property adjacent to the Sky Blue tank site on Los Angeles County Assessor's Parcel Number (APN) 2812-009-903 (Property), Location Map attached hereto as Exhibit "A"; and

WHEREAS, The Revocable Permit and Non-Recorded Easement Agreement expired in 2016 and UNAVCO continues to occupy the Property in a holdover tenancy; and

WHEREAS, SCV Water and UNAVCO now seek to enter into a new license agreement to permit UNAVCO's continued occupancy and use of the Property upon the terms and conditions of that certain Geodetic Monitoring Station Site License Agreement, attached hereto as Exhibit "B" and incorporated herein (License Agreement); and

WHEREAS, SCV Water, a public agency of the State of California duly organized, validly existing under and pursuant to the Constitution and the laws of the State of California, created January 1, 2018 by an act of the State Legislature (SB 634), has the requisite legal right, power, and authority to execute and deliver the License Agreement and carry out and consummate all transactions contemplated therein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Santa Clarita Valley Water Agency AS FOLLOWS:

1. The recitals set forth above are true and correct and are made findings of the Board of Directors, and by this reference made an operative part of this Resolution.
2. The License Agreement in substantially the form on file with the Clerk of the Board and attached hereto as Exhibit "B" is hereby authorized and approved.
3. The SCV Water General Manager (the "Authorized Representative") or designee is hereby authorized and directed to execute and deliver the License Agreement with such changes, insertions and omissions as may be recommended by general counsel to SCV Water and approved by the Authorized Representative executing the same, said execution being conclusive evidence of such approval.
4. The Authorized Representative or designee and any other proper officer of SCV Water is hereby authorized to represent SCV Water in carrying out SCV Water's responsibilities under the License Agreement, including but not limited to execution and delivery of any and all documents and instruments and completion or causing completion of any and all acts and things necessary or proper for carrying out the transactions contemplated by the License Agreement and this Resolution or other required documentation.

5. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the License Agreement unless the context otherwise clearly requires.
6. This Resolution shall take effect immediately upon its passage and adoption.



President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular meeting of the Board of Directors of said Agency held on February 1, 2022, the foregoing Resolution No. SCV-251 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

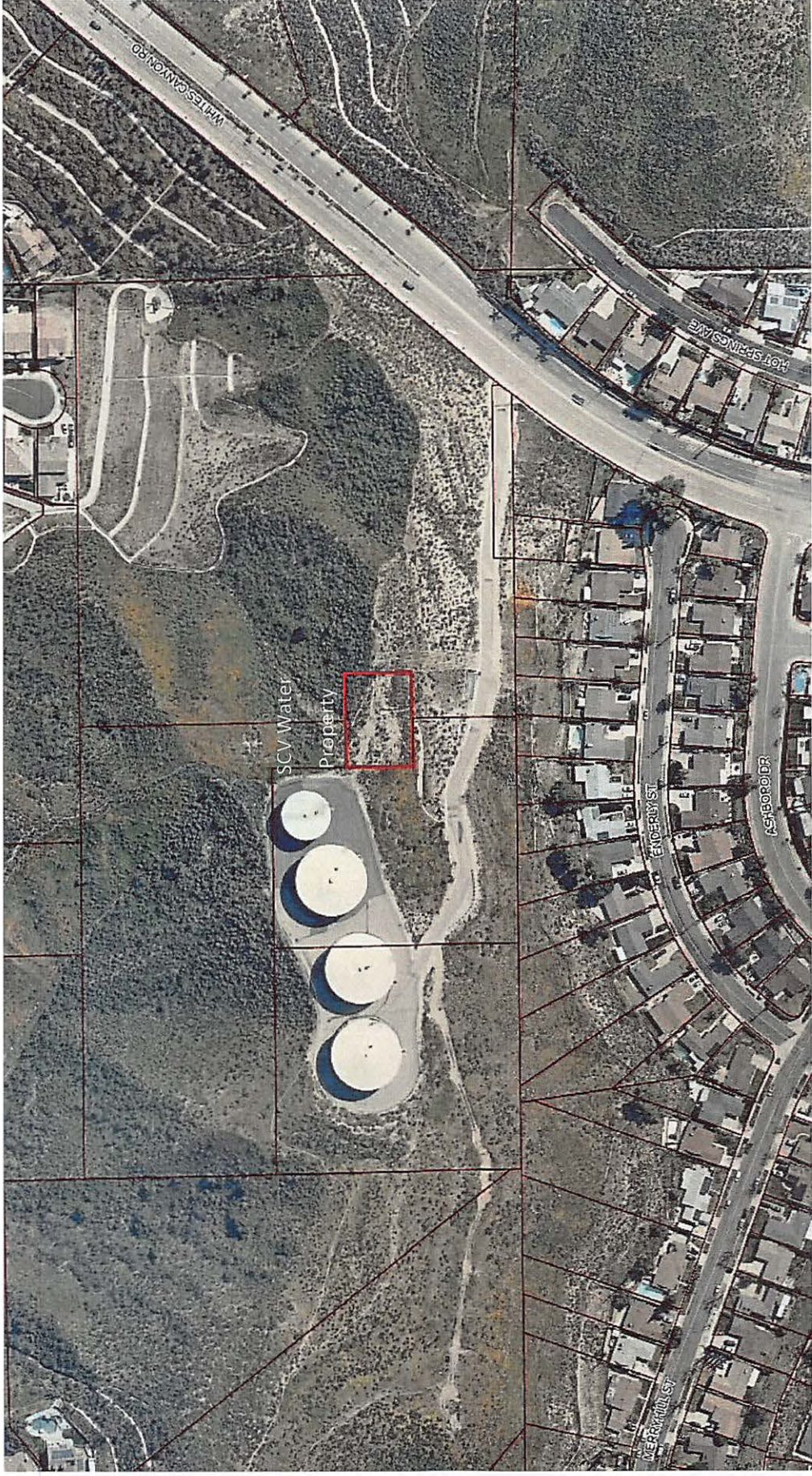
DATED: February 1, 2022



Secretary



EXHIBIT A



GEODETIC MONITORING STATION SITE LICENSE AGREEMENT

BETWEEN

SANTA CLARITA VALLEY WATER AGENCY

AND

UNAVCO, INC.

FOR

GEODETIC MONITORING STATION AT SKY BLUE TANK SITE
(22722 SOLEDAD CANYON ROAD)

DATED _____, 2022

GEODETIC MONITORING STATION SITE LICENSE AGREEMENT

This Geodetic Monitoring Station Site License Agreement (“License”) is made as of _____ 2022 (“Effective Date”), by and between the Santa Clarita Valley Water Agency, a public agency of the State of California (“Licensor”), and UNAVCO, Inc., a Colorado nonprofit corporation, with its principal office located at 6350 Nautilus Drive, Boulder CO 80301, together with its successors, assigns, and scientific collaborators (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

1. Premises & Grant of Authority.

1.1 Licensor is the record owner of a piece of real property generally located off Whites Canyon Road, Santa Clarita California, assigned Assessor’s Parcel Numbers 2812-009-903, 2812-009-904, 2812-009-902, and commonly known as the site of Licensor’s SkyBlue Tank Site. Licensor hereby licenses to Licensee a portion of the Property along with any necessary access rights, which are clearly and particularly depicted on Exhibit “A” attached hereto and incorporated herein by reference, hereinafter be referred to as “The Premises” or “Premises.”

1.2 Subject to the terms and conditions of this License, Licensor grants to Licensee the Premises so that Licensee, at its sole cost and expense, may install, operate, maintain, and service Global Navigation Satellite System (GNSS) monuments, Global Positioning System (GPS) monuments, and other related earth monitoring instrumentation (“Facilities”) which measure ground shifts caused by earthquakes and slow fault slip between earthquakes (“Permitted Use”).

1.2.1 All Parties acknowledge that Licensor, in executing this License, is acting only in its capacity as the owner of the Premises and not in any governmental fashion. Licensee shall not consider this License as approval of any permits, licenses or other governmental approvals required for the construction or operation of a wireless communications tower.

1.2.2 All Parties further acknowledge that Licensee shall install and operate its Facilities in a good and workmanlike manner that shall at all times be in compliance with federal, state and local law. Licensee’s right to use the Premises is conditioned on obtaining and maintaining all federal, state and local permits, certificates, licenses and approvals to install, operate and maintain the Facilities. Generators may only be used on the Site to generate temporary power for the Facilities with the prior written consent of Licensor.

2. Term.

2.1 The initial term of this License shall be ten (10) years (the “Initial Term”), commencing on the Effective Date and shall expire at Midnight on the day before the tenth (10th) anniversary of the Effective Date. Following the Initial Term, the License will automatically renew for up to three (3) additional five (5) year renewal terms (each a “Renewal Term”), provided neither Party chooses to terminate the License by providing advance written notice to the other Party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term then in effect. Each Renewal Term shall be based on the same terms and conditions as set forth herein.

2.2 If Licensee shall remain in possession of the Premises at the expiration of the Initial Term of this License or any Renewal Term without a written agreement, such possession shall be deemed a holdover use under the same terms and conditions of this License, except such continued occupancy shall be on month-to-month basis. Nothing contained herein shall grant Licensee the right to holdover after the term of this License has expired.

3. **License Fee and Administrative Fee.**

3.1 **License Fee.** From and after the occurrence of the Effective Date until the commencement of a Renewal Term, Licensee shall pay Licensor annually in advance, the sum of **One Dollar (\$ 1.00)** ("License Fee") The License Fee shall be payable annually in advance without offset or deduction, except as provided herein, at Licensor's address specified below or to any other person or firm as Licensor may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee payment date. All sums payable by Licensee under this License, whether or not stated to be License fees or additional License fees, shall be collectible by Licensor as License fees, and upon default in payment thereof Licensor shall have the same rights and remedies as for failure to pay License fees (without prejudice to any other right or remedy available therefor).

3.2 **Administrative Fee.** Within thirty (30) days of the Effective Date of this License Licensee shall pay to Licensor a one-time payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00) ("Administrative Fee") as partial reimbursement of Licensor's costs and expenses incurred for processing and documenting this License. This Administrative Fee is non-reimbursable.

4. **Assignment and Subletting.** Licensee shall not assign, sublicense, or otherwise transfer this License without the prior express written consent of the Licensor, which consent may be withheld in the Licensor's sole discretion.

5. **Interference.**

5.1 Licensee shall operate its Facilities in a manner that will not cause interference with the use or enjoyment of the Property by Licensor and other lessees or licensees in and/or on the Property as of the date of this Agreement including but not limited to, the MATV systems, HVAC systems, computers, telephone systems, or any other system serving the Property and/or its occupants. Licensor hereby acknowledges that Licensee's use of the Premises for Licensee's Permitted Use shall not constitute an impermissible interference. All operations of Licensee shall be lawful and in compliance with all Governmental Requirements (as hereafter defined), rules and regulations including, but not limited to those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property (including, without limitation, the Premises). Should Licensee be notified by any government agency of any violation, it must share said notice with Licensor within five business days of notice and Licensee shall provide Licensor documentation from the government agency that Licensee has cured the default. Licensee shall indemnify Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any interference caused by Licensee's failure to comply with FCC or FAA rules and regulations that is not curtailed within thirty (30) days after Licensee receives written notice of such interference from Licensor. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this License. If such interference caused by Licensee's failure to comply with FCC or FAA rules and regulations has not been corrected within thirty (30) days after Licensee receives notice thereof

from Licensor, Licensor may require Licensee to remove the specific items from the Facilities causing such interference.

5.2 Licensor reserves the right to license other portions of the Property to other parties during the term of this License. Accordingly, Licensor agrees that any other person or entity who may install equipment subsequent to the Effective Date in and/or on the Property will be permitted to install only such communications equipment that is of the type and frequency that will not cause any interference to Licensee or persons or entities claiming through or under Licensee. In the event any such person or entity's equipment causes such interference, Licensor will cause the interfering party to take all steps necessary to correct and eliminate the interference or such interfering party will be required to cease operations until such interference is removed. To the extent that Licensee's operations are not within the parameters of its FCC license, this protection from co-located interference will not be applicable, but it shall be applicable with respect to those operations, or portions thereof, falling within the FCC license parameters. In the event that Licensee commences to use the Premises in a manner as to which Licensee is not presently licensed by the FCC, but with respect to which Licensee hereafter obtains necessary FCC licensure, Licensee's right to conduct such particular use shall be subordinate to the use of the Property by Licensor, other licensees or occupants thereof existing on or before the date on which Licensee commences such use. Licensor shall be under no obligation to exercise the duties concerning interference described above.

6. Improvements & Utilities.

6.1 Licensee shall take the Premises as-is with no warranty. The Facilities to be installed must be in compliance with all federal, state, and local laws, including but not limited to local zoning requirements. All work by Licensee shall be performed in compliance with applicable laws and ordinances. Licensee and its contractors and subcontractors shall be solely responsible for the transportation, storage and safekeeping of materials and equipment used in the performance of any work, for the removal of waste and debris resulting therefrom on a daily basis, and for any damage caused by them to any installations or work performed by Licensee's contractors and subcontractors. Licensee is not authorized to contract for or on behalf of Licensor for work on, or the furnishing of materials to the Premises or any other part of the Property, and Licensee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Licensor, any mechanic's, laborer's or similar lien filed against the Premises or the Property for work or materials claimed to have been furnished at the instance of Licensee. The Facilities shall remain the exclusive property of Licensee during the term of this License, and Licensee shall have the right to remove all or any portion of the Facilities at any time during the term of this License or following the term of this License as hereinafter provided.

6.2 Licensee will notify Licensor prior to commencing Licensee's installation work on the Property. All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere materially with, delay or impose any additional expense upon Licensor in maintaining the Property. In no event will Licensor be required to consent to any installation or other work by Licensee which would physically affect any part of the Property outside the Premises. Licensee shall repair any damage caused by Licensee to Licensor's Property, reasonable wear and tear excepted. Licensee shall be responsible to reimburse Licensor for Licensor's reasonable costs and expenses incurred in reviewing and processing any improvement or modification request, including but not limited to Licensor's inspection of any completed improvement work.

6.3 Following any termination or expiration of this License, Licensee shall remove all of its Facilities. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were in prior to the installation or placement of the

Facilities, reasonable wear and tear excepted, provided, however, this obligation to restore shall be limited to restoration to a depth of five (5) feet below grade. If Licensee fails to remove all of its Facilities within ninety (90) days after expiration or earlier termination of this License, Licensor may remove and dispose of the Facilities within the next succeeding year, and Licensee shall reimburse Licensor for the reasonable costs actually incurred of such removal and restoration of the Premises, or Licensor may deem the Facilities abandoned, whereupon the Facilities shall become Licensor's property.

6.4 All Parties acknowledge that the primary purpose of the Premises is to serve the water needs of the community, and should Licensee's equipment need to be moved at any time during this Agreement, Licensee shall move its equipment at its expense upon ninety (90) days written request by Licensor.

7. Relocation.

7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by Licensor as directed by Licensor, the Licensee will be required to remove the Facilities at Licensee's expense for the purpose of relocation or disposal. If appropriate, Licensor will provide another location for the relocation of the Facilities, or for the installation of new improvements. Licensor will provide Licensee at least one (1) year of advance notice of the need for removal and relocation, and Licensee shall fully cooperate in such removal and relocation. If relocation is not possible, but the alteration to the Property will accommodate the installation of new facilities, the License will terminate and the parties may negotiate a new agreement appropriate for the new installation. The Parties will work together in an attempt to achieve a transition to the new facilities without service interruption.

8. Access.

8.1 Upon forty-eight (48) hour advance written notice to Licensor, Licensee and its "authorized personnel" shall be entitled to escorted access for customary maintenance of the Premises during Licensor's normal business hours. Should Licensee require access outside of Licensor's normal business hours or emergency access with less than forty-eight (48) hour advance written notice, said access shall be obtained by calling () and shall be subject to Licensor's sole discretion to accommodate such request. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Licensee or persons under their direct supervision. In the event Licensee submits its access request between Friday at 5 p.m. and Monday at 8 a.m., such access request shall be deemed initially submitted on Monday at 8 a.m. for purposes of the forty-eight (48) hour advance written notice requirement. All access to the Premises by Licensee shall be subject in each instance to the reasonable security requirements, including a required Agency escort, as well as compliance with reasonable rules and regulations from time to time in effect at the Property, of which Licensor shall inform Licensee in writing. In the event Licensee requires access to the Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such escorted access to the Premises.

8.2 The Parties agree and accept that Licensor's access to the Premises is established through an access easement over third party property to the Property ("Access Easement"), and nothing herein shall be deemed to be a representation or warranty by Licensor that its interest or other rights to use the Access Easement is sufficient to permit its use for Licensee's purposes, and Licensee shall be deemed to gain only those rights to use as are properly in Licensor and as Licensor may have the undisputed right and power to give Licensee. Licensee assumes the risk of any challenge, claim, litigation or damage, asserted in connection with Licensee's use of the Access Easement for ingress and egress to the Property and releases Licensor from any and all responsibility, claim, damage, related to or in connection with

Licensee's use of the Access Easement. If Licensor's continued use of the Access Easement is challenged or threatened in any way by Licensee's use of the Access Easement, upon notice from Licensor, Licensee shall cease ingress and egress to the Property until such time as the challenge or threat to Licensor's continued use of the Access Easement is resolved which may require Licensee to obtain any necessary approvals, licenses or easements from the third-party property owner at its sole cost and expense.

9. **Termination.** Following the Effective Date, and except as otherwise provided herein, this License may be terminated by Licensee or Licensor for any reason or no reason upon ninety (90) days advance written notice to the other Party. Upon termination in accordance with this Section, Licensee shall surrender and vacate the Premises and deliver possession thereof to Licensor on or before the termination date in the condition required under this License for surrender of the Premises.

10. **Casualty and Condemnation.**

10.1 If at any time during the term of this License all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Facilities upon the Premises shall be damaged and/or destroyed by fire or other casualty, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Licensee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid License Fee, to be apportioned as of the termination date.

10.2 If at any time during the term of this License all or "substantially all" (as described in the preceding subsection 13.1) of the Premises or the improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this License by providing written notice to Licensor, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fee shall be apportioned as of said date and reimbursed to Licensee. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking, but in any event, Licensee's award shall be limited to lost improvements investment, relocation, and loss of business. In the event of any taking of less than all or substantially all of the Premises, this License shall continue and each of Licensor and Licensee shall be entitled to pursue their own separate awards with respect to such taking.

11. **Taxes.**

11.1 Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facilities. Licensor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However, Licensee shall pay, as additional License Fee, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Effective Date, i.e., rollback taxes) and all use and occupancy taxes, if any, which is directly attributable to Licensee's use of the Premises, and Licensor agrees to furnish written documentation of such increase to Licensee.

12. **Insurance, Release and Hold Harmless.**

12.1 Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

12.1.1 Workers Compensation insurance at statutory limits, including Employers Liability coverage with a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

12.1.2 Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations(\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.;

12.1.3 Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage;

12.1.4 "All-risk" property insurance insuring the Facilities and its appurtenant personal property for full replacement costs.

12.2 Any Subcontractor(s) hired by the Licensee shall maintain insurance coverage equal to that required of the Licensee. It is the responsibility of the Licensee to assure compliance with this provision. Licensor accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

12.2.1 Builders Risk coverage (if applicable) as follows:

(a) All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.

(b) The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Licensor responsible for materials. The deductible shall not exceed \$5,000.

12.2.2 Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

12.2.3 With reference to the foregoing insurance requirement, the Licensee shall specifically endorse applicable insurance policies as follows:

(a) Licensor shall be named as an additional insured with respect to General Liability, Automobile Liability, and Builders' Risk.

(b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

(c) A waiver of subrogation in favor of Licensor shall be contained in the Workers' Compensation and all liability policies.

(d) All insurance policies shall be endorsed to require the insurer to immediately notify Licensor of any material change in the insurance coverage.

(e) All insurance policies shall be endorsed to the effect that Licensor will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

(f) All insurance policies, which name Licensor as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

(g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

(h) Licensee may maintain reasonable and customary deductibles, subject to approval by Licensor.

(i) Insurance must be purchased from insurers that are financially acceptable to Licensor.

(j) Unless approved in writing by Licensor, Licensee shall place the Required Insurance with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least

(k) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

(i) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

(ii) Shall specifically set forth the notice-of-cancellation or termination provisions to Licensor.

(l) Upon request, Licensee shall furnish Licensor with certified copies of all insurance policies.

12.3 Licensee hereby releases Licensor and Licensor's property manager, if any, and their respective agents, employees, officers, directors, shareholders and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for personal injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises from any cause whatsoever unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Licensee for any such damage or loss to the extent Licensee is compensated or would have been compensated by the insurance which Licensee is obligated to maintain pursuant to this Section 15.

12.4 Licensee agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the term of this Agreement, or during any period of time prior to the Effective Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Premises arising from:

12.4.1 any work or act done in, on or about the Premises or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Licensor or its agents or employee;

12.4.2 any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, sublicensees, licensees or invitees;

12.4.3 any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Licensor, its employees or agents; and

12.4.4 any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

12.5 Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

13. Notices.

13.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor:

SCVWA Engineering
Santa Clarita Valley Water Agency
26521 Summit Circle
Santa Clarita, CA 91350-3049

with a copy to:

Gerard Lavery Lederer
Best Best & Krieger
1800 K Street, Suite 725
Washington, DC 20006

If to Licensee, to:

Attention: _____

Licensee also designates the following phone numbers for any questions, comments or other inquiries related to the Facilities or it's occupancy and use of the Premises granted by this License: 1-866-381-7507 or 303-381-7559.

14. Hazardous Substances.

14.1 For purposes of this License, the term “Hazardous Substances” means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited statutes are hereinafter collectively referred to as the “Toxic Substances Laws”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum fuel or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

14.2 Except as otherwise specifically permitted under the terms of the License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Premises or the Property in violation of any federal, state, or local law, rule, regulation, order, decree. Storage batteries for emergency power, fuel for the approved generator, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Property, so long as Licensee complies with all applicable federal, state and local laws, rules and regulations governing the storage and use of such items.

14.3 Except as otherwise specifically permitted under the terms of the License, as amended herein, no permanent underground or above ground storage tanks shall be installed on the Property. Licensor or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Property and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Property and taking photographs.

14.4 Licensee shall, within twenty-four (24) hours of the discovery by Licensee of the presence of, or believed presence of, a Hazardous Substance as defined herein not in compliance with Toxic Substance Laws caused by Licensee, give written notice to Licensor in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance caused by Licensee has come or will come to be located on, under, about or within the Premises or the Property. The failure to disclose in a timely manner the release of a Hazardous Substance, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California’s Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of the Lease by Licensor in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by

Licensee on, under, about or within the Premises or the Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

14.5 In the event Hazardous Substances are discovered by Licensee, Licensee shall disclose to Licensor the specific information regarding Licensee's discovery of any Hazardous Substances placed on, under, about or within Licensor's Real Property by Licensee, and provide written documentation of its safe and legal disposal, if Licensee disposes such.

14.6 Breach of any of these covenants, terms, and conditions, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from Licensor, shall give Licensor the authority to either immediately terminate the License or to shut down Licensee's operations thereon, at the sole discretion of Licensor. In either case, Licensee will continue to be liable under the License to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within the Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Property by Licensee during Licensee's period of use and possession of Premises. Upon termination of the License, Licensee shall, in accordance with all laws, remove from the Property any equipment or improvements placed on Licensor's Real Property by Licensee that may be contaminated by Hazardous Substances.

14.7 Licensee shall defend, indemnify and hold Licensor and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensee or its partners, affiliates, agents, officials, officers, contractors or employees on the Premises or Licensor's Real Property. Licensor shall defend, indemnify and hold Licensee and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, fines, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Substances placed or caused to be placed by Licensor or its partners, affiliates, agents, officials, officers, contractors or employees on the Licensor's Real Property. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each party from any liability created by the other party pursuant to such sections.

14.8 The terms of this Section 14 shall survive the expiration or earlier termination of this License.

15. Successors and Assigns.

15.1 This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. Previous Licenses.

16.1 In the event there is an existing license between Licensee and Licensor (or its predecessor-in-interest) covering the Premises, it is agreed and understood that this License shall cancel, supersede and terminate said prior license as of the Effective Date of this License.

17. Waiver of Licensor's Lien.

17.1 Licensors hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof. The Facilities shall be deemed personal property for purposes of this License, regardless of whether any portion thereof is deemed real or personal property under applicable law, and Licensor hereby consents to Licensee's right to remove all or any portion of the Facilities from time to time in Licensee's sole discretion.

18. Miscellaneous.

18.1 The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to any provision in this License providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

18.2 Each party agrees to furnish to the other, within ten (10) business days after request, such truthful, customary and reasonable estoppel information as the other may reasonably request.

18.3 This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this License must be in writing and executed by both parties.

18.4 Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

18.5 Each party agrees to cooperate with the other in executing any documents (including a Memorandum or short form of License and/or easement agreement) necessary to protect its rights under this License. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum or short form of License, neither party shall record this License, but may record, in lieu thereof, the aforementioned Memorandum or short form of License. In the event of a recordation prohibition described above, either party may record this License. Either party may record an easement agreement.

18.6 This License shall be construed in accordance with the laws of the county and state in which the Premises are located.

18.7 If any term of this License is found to be void or invalid, such invalidity shall not affect the remaining terms of this License, which shall continue in full force and effect.

18.8 The provisions of this License may be amended only by mutual written consent of the Parties.

18.9 Licensee acknowledges that Licensee is not entitled to relocation assistance, or any other applicable provision of law upon termination of this License.

18.10 Time is of the essence of this License.

[SIGNATURES APPEAR ON PAGES IMMEDIATELY FOLLOWING.]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date aforesaid.

LICENSOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PREMISES

The Premises shall consist of the following:

1. Ground space measuring approximately _____' in length by _____' in width as generally depicted within the red circle in the depiction below.

[LICENSEE MUST PREPARE AND PROVIDE A RECORD OF SURVEY DEPICTING PREMISES DIMENSIONS AND CONFIRMING LICENSEE'S FACILITIES ARE LOCATED WHOLLY ON THE PREMISES]

The Assessor's Parcel Number containing the entirety of the Premises is ;2812-009-903