

**LICENSE**

**THIS LICENSE** is granted this \_\_\_\_ day of \_\_\_\_\_ 2005 by COUNTY OF MARIN, a political subdivision of the State of California, hereinafter called "County" to GEORGE D. GROSSI, hereinafter called "Licensee."

**WITNESSETH**

County, for and in consideration of the fees, covenants and promises contained herein, does hereby grant this License to Licensee, and Licensee hereby accepts from County that certain real property hereinafter called "Premises" and further described below, located in the unincorporated area of Novato, California, at the County's Stafford Lake County Park for underground waterline purposes.

This License is made upon the following terms, covenants and conditions to which the parties hereby agree.

**1. ADMINISTRATION.** This License shall be administered on behalf of County by the Chief Real Property Agent, Real Estate Section, Department of Public Works, whose mailing address is:

Marin County Department of Public Works  
Real Estate Section  
P.O. Box 4186  
San Rafael, CA 94913

and copy to:

Marin County Department of Parks and Landscaping  
Attn: Deputy Director  
3501 Civic Center Drive  
San Rafael, CA 94903

and on behalf of Licensee by:

George D. Grossi  
3550 Novato Boulevard  
Novato, CA 94947

Any notice or notices provided by this License, or required by law to be given or served upon County or Licensee, may be given or served by depositing the same in the United States Mail, postage prepaid, addressed as set out in this clause.

**2. DESCRIPTION OF PREMISES.** The Premises are defined as a ten (10') foot wide portion of County's lands with a centerline as shown on the map attached hereto as Exhibit "A" and incorporated herein by reference. The Premises are located within County's property commonly known as Stafford Lake County Park and identified as Assessor's Parcel No. 125-090-07 & 08. The waterline located within the Premises serves Licensee's property located at 3550 Novato Boulevard, Novato also referred to as Assessor's Parcel No. 125-090-21.

**3. TERMINATION.** This License is terminable at will by the County. Licensee shall vacate the Premises at any time upon receipt of a written notice of termination from County.

**4. TERMINATION ON SALE OR TRANSFER.** Licensee understands and agrees that in the event that Licensee sells, rents or conveys their property, irregardless of their specific consent or nature of the transaction, this License shall terminate as of the date of said transaction. Licensee shall not represent to any party that they possess any rights to the Premises other than those contained within this License, nor shall they represent to any party that they have the ability or right to convey, transfer, assign or pass any rights in the Premises at any time.

**5. USE.** The Premises shall be used for underground waterline purposes including a water meter and associated valves, but shall not interfere with County's right to use said property. The facilities as currently installed include a single 1.5" PVC plastic waterline at a depth of not less than 24" below grade, a North Marin Water District water meter and associated valves. Licensee shall obtain approval from the County prior to any replacement of underground piping. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the use of the Premises and Licensees improvements. No other use of the Premises by Licensee shall be permitted by County.

**6. MAINTENANCE OF PREMISES.** Licensee shall furnish at their sole expense all maintenance of their facilities located within the Premises. Such services shall be provided at the level necessary to maintain Licensee's facilities in a neat, clean, safe and orderly condition.

**7. ENTRY BY COUNTY.** County and its agents shall have the right, and Licensee shall permit County and its agents, to enter onto and upon said Premises at all times for any purpose.

**8. COUNTY'S RIGHTS.** It is further understood and agreed by Licensee that County's rights to Premises are paramount to this License. Licensee shall in no way interfere with County's right to use, access or possess the Premises.

**9. INSURANCE.** Licensee, at Licensee's own cost and expense shall maintain liability insurance (including protective liability coverage on operations of independent contractors

engaged in construction and contractual liability insurance) on an "occurrence" basis for the benefit of the Licensee as named insured and the COUNTY OF MARIN, its officers, elected and appointed officials, agents, boards, commissions, and employees as additional insured against claims for bodily injury, death, personal injury and property damage liability with a limit of not less than \$1,000,000 Combined Single Limit, per occurrence and aggregate in connection with Licensee's use of the Premises.

All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A.M. Best's Insurance reports and shall provide that County shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.

On or before commencement date of this License, Licensee shall furnish County with a certificate evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished to County at least thirty (30) days prior to the expiration date of each policy.

**10. WAIVER OF SUBROGATION RIGHTS.** County and Licensee hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of Subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

**11. POSSESSORY INTEREST.** Licensee acknowledges that they have been informed that under Section 107 of the Revenue and Taxation Code of the State of California, the Marin County Assessor is required to place a value on all possessory interests. Possessory interest is defined as the right of a private taxable person or entity to use property owned by a tax-exempt agency for private purposes. A possessory interest tax will, therefore, be levied by the County Assessor on this property against the Licensee as of the lien date, which is March 1 of each year.

**12. ALTERATIONS AND IMPROVEMENTS.** No improvements or alterations permanently affecting the Premises shall be made by Licensee. In no event shall any improvements or alterations be made or approved that in any way interfere with the County's use of its property. At the option of the County and upon service of notice or termination of this License, Licensee shall, at their sole expense, immediately remove all improvements from the Premises as specified by County. If after receipt of said notice, Licensee fails to remove all improvements and vacate the Premises as specified, then said failure shall constitute authorization for County, or its authorized agents, to enter upon the Premises and remove Licensee's property, if any, therefrom. All costs associated with the removal of Licensee's improvements by County shall be at Licensee's expense and the County shall have the right to recover said costs by any means legally permissible.

**13. COVENANT FOR MECHANIC'S LIENS.** Licensee will save County free and harmless, and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by Licensee and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.

**14. WASTE, QUIET CONDUCT.** Licensee shall not dispose of, or store, any waste, including but not limited to hazardous waste, upon said Premises, nor commit, or suffer to be committed any nuisance, or other act or thing which may disturb the quiet enjoyment of others.

**15. ABANDONMENT OF PREMISES.** Licensee shall not vacate or abandon the Premises at any time during the term without written notice to County. If Licensee shall abandon, vacate or surrender said Premises, or be dispossessed by process of law, or otherwise, any improvements and personal property belonging to Licensee and left on the Premises shall be deemed to be abandoned, at the option of County.

**16. ACCEPTANCE OF PREMISES AS-IS.** Licensee accepts the Premises in its "as-is" condition and agrees that County makes no express or implied warranties with regard to the condition of the premises or its suitability for use by Licensee.

**17. COUNTY TO BE HELD HARMLESS.** This License is made on the express condition that County shall be free from all liability or loss by reason of injury to any person or property, from whatever cause, while on the Premises, or in any way connected with the Premises or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Licensee, its agents, officers, employees or invitees. Licensee hereby covenants and agrees to, and shall, indemnify and defend County and save County harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses however occurring.

**18. ASSIGNMENT OR SUBLETTING.** Absolutely no assignment or sublet of the Premises by Licensee shall be permitted by County under any circumstances.

**19. CONTINUATION OF LICENSE AFTER BREACH.** Should Licensee breach this License, the License will continue in effect as long as County does not terminate Licensee's right to possession at County's option. County may enforce all its rights and remedies under this License including the right to recover License fees as they become due hereunder.

**20. DEFAULT.** In the event that County or Licensee shall default in the performance of any term or condition of this License and shall fail to cure such default within 30 days following service upon the defaulting party of a written notice of such default specifying the default or

defaults complained of, the complaining party may forthwith terminate this License by serving the defaulting party written notice (per Clause 1, Administration) of such termination.

**21. ATTORNEYS' FEES.** In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any License fees due under the provisions of this License, or because of the breach of any other covenant herein contained, the parties shall bear their own attorney's fees and costs.

**22. COUNTY' S LIABILITY.** The term "County" as used herein shall mean only the owner or owners of the fee title, at the time in question, and in the event of any transfer of such title, County herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer, of all liability as respects County's obligations thereafter to be performed, provided that any funds in the possession of County or the then Grantor at the time of such transfer in which County has an interest, shall be delivered to Grantee. The obligations contained in this License to be performed by County shall, subject as aforesaid, be binding on County's successors and assigns only during their respective periods of ownership.

**23. ORDINANCES AND STATUTES.** Licensee shall comply with the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all Municipal Ordinances and State and Federal Statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee whether County is a party thereto or not, that Licensee has violated any such ordinance or statute in the use of the Premises, shall be conclusive of that fact as between County and Licensee.

**24. DAMAGE TO IMPROVEMENTS.** It is also agreed that while using, maintaining and/or improving the Premises or adjoining lands (Stafford Lake County Park), County will take reasonable care to not damage Licensee's improvements. However, if any of Licensee's improvements should become damaged, County shall not be obligated in any way to repair or replace any of Licensee's improvements and it shall become the obligation of Licensee to make said repairs should it become necessary.

**25. WAIVER, CAPTIONS, JURISTITION OF LAW.** This License shall be governed by and construed in accordance with the laws of the State of California. No waiver by a party of any provision of this License shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this License or at law shall not prevent the exercise by that party of any other remedy provided in this License or at

