

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 26<sup>th</sup> day of July, 2012 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("Licensor") and the YMCA of the East Valley, a non-profit organization ("Licensee"). Licensor and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

### RECITALS

A. Licensor is the owner of certain real property located in the City of Redlands which is developed as a surface parking lot and which is more particularly described in Exhibit "A" attached hereto (the "Property").

B. Licensee desires to temporarily use the Property for vehicular ingress and egress purposes for its employees, guests and patrons, at locations specified in Exhibit "B" attached hereto.

C. Licensor desires to grant Licensee a license to use this Property for vehicular ingress and egress purposes on a temporary basis on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and the YMCA of the East Valley agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, and Licensee's employees, guests and patrons, a revocable license to use the Property for the purpose of vehicular ingress and egress subject to all of the terms and conditions hereof. All activities of Licensee undertaken in connection with such use shall be performed in accordance with all applicable federal, state, regional and local laws.

2. Possession and Condition of Property Not Warranted. Licensor does not warrant or represent that the Property is suitable for Licensee's and Licensee's employees', guests' and patrons' vehicular use, or for any other purpose, and Licensee agrees to use the Property in its "as is" condition, at its own risk, and Licensee may not look to Licensor for any claim of damages, restitution or other relief in connection with such use.

3. Commencement; Termination. This Agreement shall commence upon its Effective Date and shall continue until terminated as provided for herein. Either Party may terminate this Agreement, without liability therefor to the other Party, upon five (5) calendar days prior written notice to such other Party.

4. Indemnification of Licensor. Licensee shall defend, indemnify and hold Licensor free and harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as the result of the death of any person or any

personal injury, accident, claim, loss or damage whatsoever caused to any person or to the property of any person, or any responsibility or liability resulting from or in any way connected with Licensee's or Licensee's employees', quests' and patrons' ingress or egress upon the Property.

5. Assignment; Sub-Licenses. The license granted by this Agreement is personal to Licensee. Licensee shall not have the right to assign its rights under this Agreement except upon the prior written consent of Licensor. Any attempt to assign the license granted by this Agreement without the prior written consent of Licensor may, in the sole discretion of Licensor, result in the immediate termination of this Agreement.

6. Notice. All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

|                                                |                         |
|------------------------------------------------|-------------------------|
| <u>City</u>                                    | <u>Licensee</u>         |
| Oscar Orci                                     | Darwin Barnett, CEO     |
| Municipal Utilities and Engineering Department | YMCA of the East Valley |
| 35 Cajon Street                                | 500 E. Citrus Avenue    |
| Suite 15 A                                     | Redlands, CA 92373      |
| Redlands, CA 92373                             |                         |

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

7. Written Agreement as Entire Understanding of Parties. The making, execution and delivery of this Agreement by Licensee has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the Parties, and there are no other agreements or understandings, written or oral, in effect between the Parties, relating to the grant of this revocable license. This Agreement may be amended or modified only by a written instrument signed by the Parties.

8. Attorneys' Fees and Costs. In the event any action is commenced to enforce or interpret this Agreement, the prevailing party in any such action shall be entitled to its costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

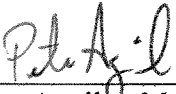
9. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

10. Survival of Provisions. Sections 2, 4 and 8 of this Agreement shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Redlands, California.

LICENSOR:

CITY OF REDLANDS

  
\_\_\_\_\_  
Pete Aguilar, Mayor

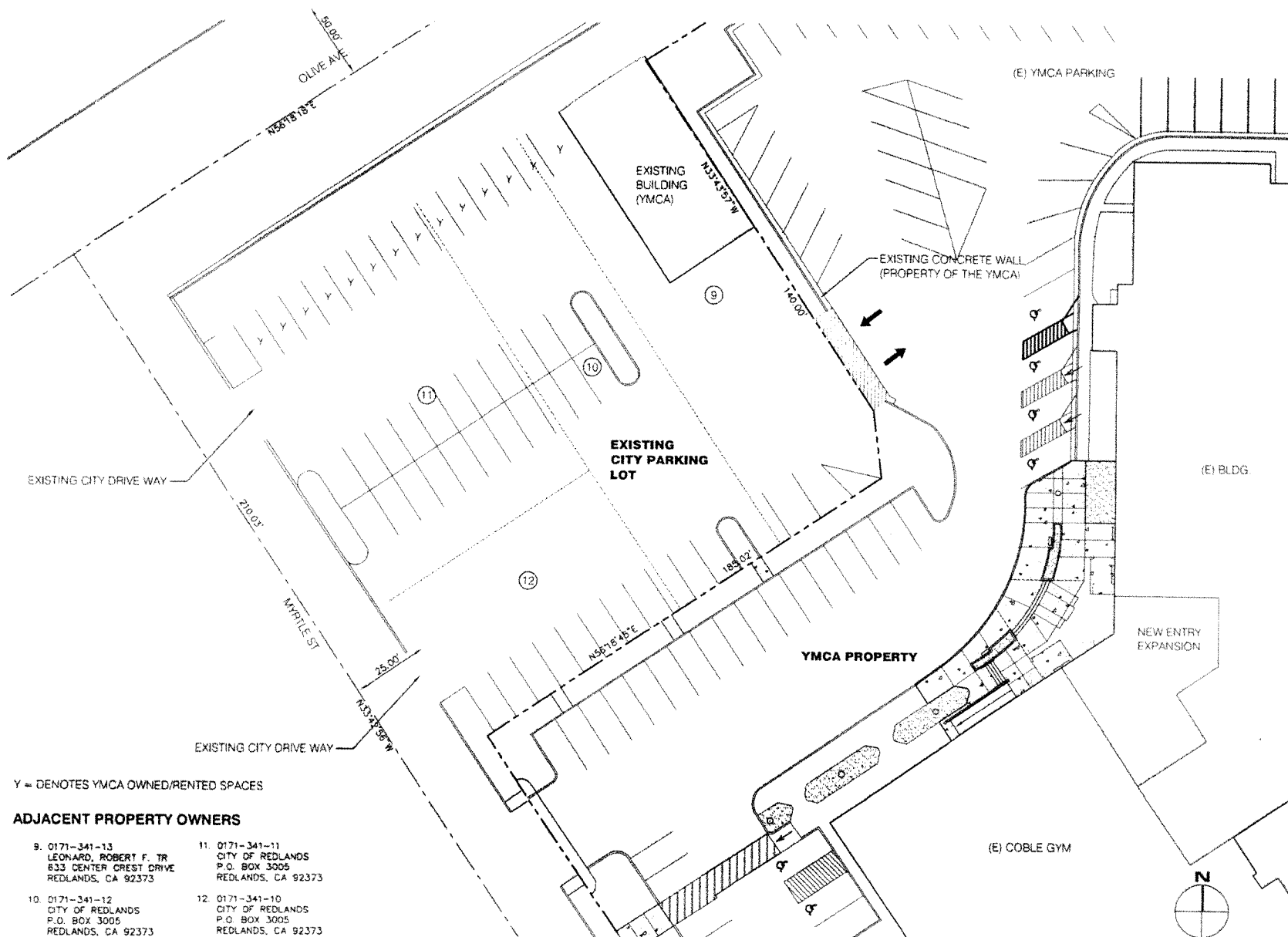
LICENSEE:

YMCA OF THE EAST VALLEY

  
\_\_\_\_\_  
Darwin Barnett, Chief Executive Officer

ATTEST:

  
\_\_\_\_\_  
Sam Irwin, City Clerk



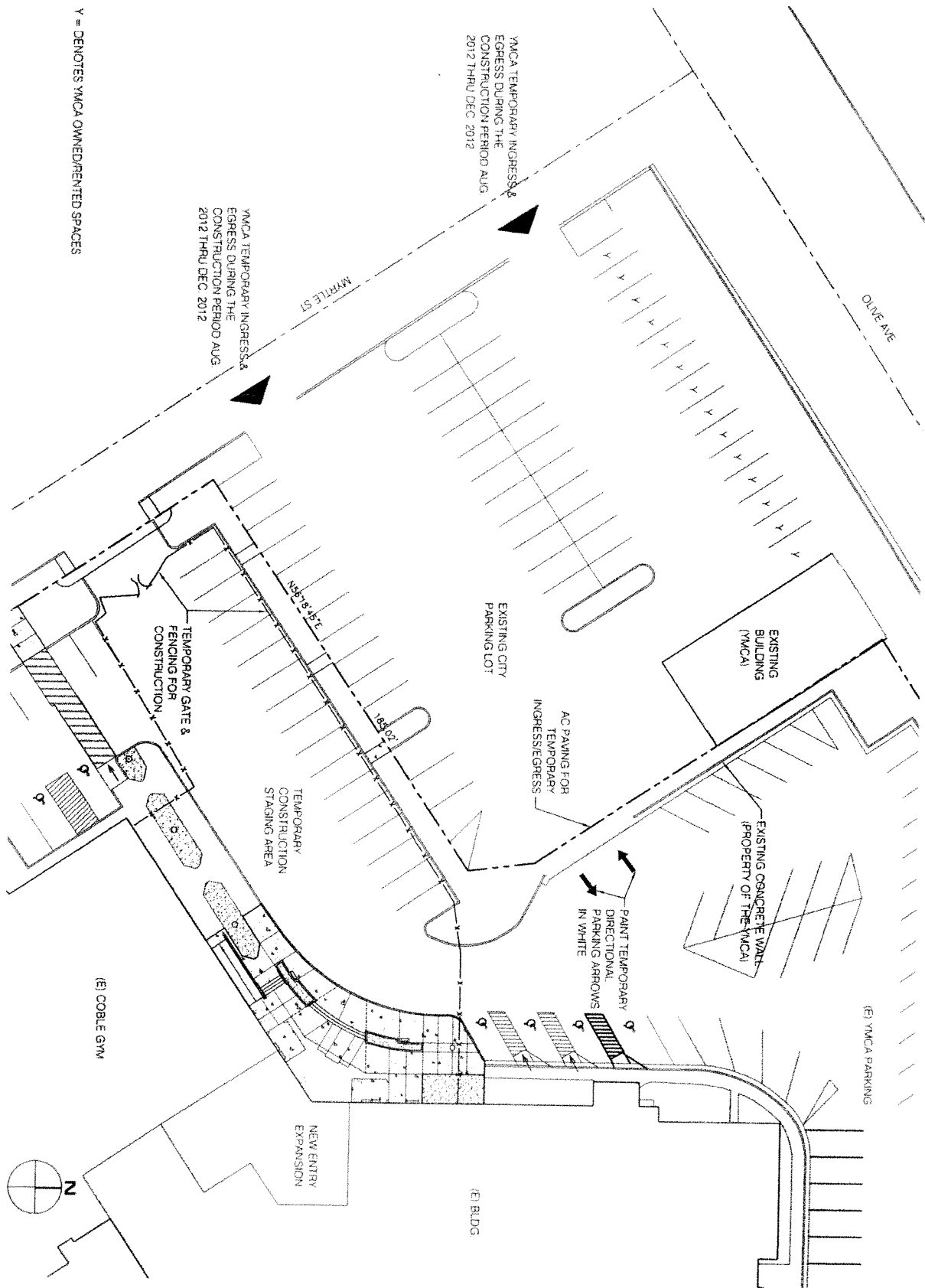
#### ADJACENT PROPERTY OWNERS

- |                                                                                                                                                                                        |                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>9. 0171-341-13<br/>LEONARD, ROBERT F. TR<br/>833 CENTER CREST DRIVE<br/>REDLANDS, CA 92373</p> <p>10. 0171-341-12<br/>CITY OF REDLANDS<br/>P.O. BOX 3005<br/>REDLANDS, CA 92373</p> | <p>11. 0171-341-11<br/>CITY OF REDLANDS<br/>P.O. BOX 3005<br/>REDLANDS, CA 92373</p> <p>12. 0171-341-10<br/>CITY OF REDLANDS<br/>P.O. BOX 3005<br/>REDLANDS, CA 92373</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                         |                                                                                                                                      |                         |
|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <p>APPL # 90705</p> <p>SCALE 30'</p> <p>DATE 7.11.12</p> <p>SHEET #</p> | <p>EXHIBIT A - PROPERTY</p> <p>REDLANDS YMCA NEW AQUATIC CENTER &amp; REJUVENATION</p> <p>PROJECT</p> <p>YMCA OF THE EAST VALLEY</p> | <p><b>EXHIBIT A</b></p> |
|                                                                         |                                                                                                                                      |                         |

**peh**  
architects, llp

20 South Center Street  
Redlands, California 92373  
Tel: 909/492-1200  
Fax: 909/492-1213



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|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------------|
| <p><b>peh</b><br/>architects, llp</p> <p>30 South Center Street,<br/>Redlands, California 92372<br/>Telephone: 909.785.7387<br/>Fax: 909.782.1875</p> | <p>TITLE EXHIBIT B - VEHICULAR INGRESS &amp; EGRESS</p>            | <p>APPL. #</p>      |
|                                                                                                                                                       | <p>PROJECT REDLANDS YMCA NEW AQUATIC CENTER &amp; REJUVENATION</p> | <p>PGH # 90705</p>  |
|                                                                                                                                                       | <p>YMCA OF THE EAST VALLEY</p>                                     | <p>SCALE 30'</p>    |
|                                                                                                                                                       | <p></p>                                                            | <p>DATE 7.11.12</p> |
|                                                                                                                                                       |                                                                    | <p>EXHIBIT B</p>    |