

REAL PROPERTY LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is made and entered into this 1st day of April, 2012 (the "Effective Date"), by and between Waterpark Ventures, LLC (hereinafter referred to as "LICENSOR"), and the City of Redlands, a municipal corporation (hereinafter referred to as "LICENSEE"). LICENSOR and LICENSEE are sometimes herein individually referred to herein as a "Party" and, together, as the "Parties."

For valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **License.** LICENSOR hereby grants to LICENSEE a license (the "License") for a portion of 1101 California Street, Redlands (APNs 0292-33-13 and 0292-33-11), California (the "Premises"), as shown on Exhibit "A," to install, service and maintain video cameras. The License is subject to the terms, covenants and conditions hereinafter set forth and LICENSEE covenants, as a material part of the consideration for this License, to keep and perform each and every term, covenant and condition of this License.
2. **Term.** LICENSEE acknowledges that this License shall commence on this Agreement's Effective Date and shall thereafter continue on a month-to-month basis subject to a thirty (30) day written termination notice by either Party (the "License Term").
3. **Personal Property.** LICENSEE and LICENSOR agree that all personal property affixed on the Premises by LICENSEE shall remain the property of LICENSEE. Upon termination of this License, LICENSEE shall quit the Premises and remove all of LICENSEE'S personal property.
4. **Taxes.** LICENSOR shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed during the License term, upon all of LICENSEE's interest in and to the Premises, equipment, fixtures and personal property located on the Premises.
5. **Indemnification.** LICENSEE shall indemnify, defend and hold LICENSOR and each of LICENSOR'S officers, members, agents and representatives harmless from and against all losses, damages, liabilities, claims or assertions thereof (collectively, "Claims") resulting from or arising in connection with LICENSEE'S exercise of its rights under this License. LICENSOR shall indemnify, defend and hold LICENSEE and its elected officials, officers, employees and agents harmless from and against all Claims resulting from or arising in connection with the negligence or willful misconduct of LICENSOR or any of LICENSOR'S officers, agents and representatives resulting from or arising in connection with this LICENSE, except to the extent such Claims result from or arise in connection with the sole negligence or willful misconduct of LICENSEE or any of LICENSEE'S elected officials, officers, employees or agents.
6. **Successors.** Each and all of the covenants and conditions of this License shall be binding on and shall inure to the benefit of the successors of the respective Parties.

7. **Notices.** Any notice required or permitted under the terms of this License shall be deemed given when personally served on LICENSEE or LICENSOR or on the date when the same has been placed in the United States mail, postage prepaid and addressed as follows:

LICENSOR: Evan Gentry, Manager
Waterpark Ventures, LLC
1101 California Avenue
Redlands, CA 92374

LICENSEE: City of Redlands
Attention: City Clerk
35 Cajon Street, Suite 4
Post Office Box 3005
Redlands, California 92373

8. **Severability.** In the event that any provision of this License is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this License and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. **Disputes – Attorneys’ Fees.** In the event any action is commenced to enforce or interpret the terms or conditions of this License either Party to this License is required to initiate or defend litigation in any way connected with this License, the prevailing Party in such action, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys’ fees, including fees for the use of in-house counsel by a Party.

10. **Entire Agreement.** This License contains the entire agreement between the Parties as to the matters contained herein. No promise, representation, warranty, or covenant not included in this License has been or is relied on by either Party.

WHEREFORE, the Parties hereto have entered into the License effective as of the date first above written.

LICENSOR:
Waterpark Ventures, LLC

LICENSEE:
City of Redlands, a municipal corporation.

By: _____

Evan Gentry, Manager

CO-OP, BUSINESS, PRESIDENT

By: _____

Pete Aguilar, Mayor

ATTEST:

Sam Irwin, City Clerk

EXHIBIT "A"

