



The California
State University

CALIFORNIA STATE UNIVERSITY • SAN BERNARDINO

SUPPORT SERVICES
(714) 887-7591

November 12, 1986

City of Redlands
ATTN: Ms. Lorrie Poyzer
Office of the City Clerk
Redlands, CA 92373

Reference: Site Lease

Dear Ms. Poyzer:

This is to confirm the termination of the license agreement on property near the City of Redlands water reservoir.

The agreement was voided upon notification that the designated site was on property belonging to the San Bernardino Community College District.

Thank you for your cooperation with our project.

A handwritten signature in cursive script, reading "Jan Lemmond".

J. L. Lemmond
Procurement & Support Services Officer

JLL:a1

cc: Gene Forney, The California State University
John Ramsey, Department of General Services
Dr. Senour

DEPARTMENT OF PUBLIC WORKS

TO: Dick Corneille, Utility Engineer

FROM: Gary Phelps

File: W132.0
State of Calif.

DATE: 23 June 86

SUBJECT: Revocable License Agreement with CSUSB (Cal State Univ.)
Crafton Hills Reservoir

This memo is in response to an inquiry from Dr. Senour, CSUSB, on 20 June 86, regarding ownership of property for which we issued a license. I have taken following action (today)

1. Advised Dr. Senour that we did not own property for which license was issued. He does not require a letter from us.
- 2. Advised City Clerk to annotate license (original) that it is void since it was mistakenly issued for property we did not own.
3. Attached is a legal description of property.

✓ X.C. City Clerk

REVOCABLE LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 18th day of March 1986 by and between City of Redlands and California State University San Bernardino ("Licensee").

WHEREAS Licensee desires to place instructional television transmission antennas and equipment near City of Redlands water reservoir.

I. LICENSE

City of Redlands permits Licensee, subject to the provisions hereof, to install, maintain and operate certain instructional television transmission antennae and related equipment ("Equipment") as more fully described in Exhibit A, attached hereto and incorporated herein by this reference, at City of Redlands Water Reservoir site located adjacent to and northerly of Crafton Hills College. The permission herein granted is subject to all existing and future licenses, leases, easements, encumbrances and claims of title affecting said property of City of Redlands.

The equipment shall be placed in strict accordance with the placement specifications, attached hereto as Exhibit A, incorporated herein by this reference.

City of Redlands grants no interest or estate in land of any kind or nature by this Agreement.

II. TERM OF AGREEMENT

This Agreement may be terminated by either party at any time by providing the other party thirty (30) days written notice of its intent to terminate. In the event City of Redlands experiences interference to its normal Radio Transmission operations caused by Licensee's equipment, the City of Redlands may terminate this Agreement immediately and without prior notice to Licensee.

III. INSTALLATION AND REMOVAL OF LICENSEE'S EQUIPMENT

- A. Licensee shall provide labor, equipment, supervision and everything of every nature required to properly install and maintain the equipment listed in Exhibit A. Licensee's installation plans shall be submitted to City of Redlands for its approval not later than thirty (30) days prior to the installation date.
- B. All such plans, and subsequent installation of equipment, must meet special requirements set forth by City of Redlands which shall be provided to Licensee not later than sixty (60) days prior to the installation date. In addition to any other criteria set forth by City of Redlands, Licensee shall provide all grounding and shielding as required by the City of Redlands. Further, Licensee shall provide suitable sealing for any required penetration

of City of Redlands facilities. Any such penetration shall be shown on Exhibit A. The City of Redlands shall have the right to supervise and approve the actual installation of Licensee's Equipment. The City of Redlands reserves the right, at any time to require Licensee, at its sole expense, to move or reconstruct its equipment.

- C. At the conclusion or termination of this Agreement, Licensee shall provide labor, equipment, supervision and everything of every nature required to properly remove, to City of Redlands satisfaction, Licensee's equipment installed at City of Redlands site(s) pursuant to this Agreement and restore City of Redlands facilities to a condition satisfactory to the City of Redlands. If Licensee fails to remove all of its equipment within fifteen (15) days of conclusion or termination of this Agreement, City of Redlands may, at its option, remove such equipment and assess Licensee any costs incurred by City of Redlands for such removal and disposal.
- D. Licensee agrees to reimburse City of Redlands for any expense incurred by City of Redlands by reason of the construction, presence, maintenance or removal of Licensee's equipment on City of Redlands premises.

E. Licensee shall not do or fail to do any act which shall render City of Redlands facilities liable to any mechanic's lien or other lien or charge. If any such lien or charge is filed against City of Redlands facilities, Licensee shall at Licensee's sole cost and expense, promptly remove any such lien or charge within ten (10) days after its filing. Licensee shall reimburse City of Redlands for any cost or expense incurred by City of Redlands in relation to such removal.

IV. NOTICES, LAWS, REGULATIONS AND PERMITS

Licensee shall, at its sole expense, give all required notices, acquire necessary permits and shall, at all times, comply with all applicable laws, ordinances, statutes, rules and regulations during the term of this Agreement. Specifically, but not exclusively, Licensee is solely responsible for receiving Federal Communication Commission approval for its activities. Licensee agrees to defend, indemnify and hold harmless City of Redlands from and against any and all claims and expenses caused or occasioned directly or indirectly by Licensee's failure to comply with such laws, ordinances, statutes, rules or regulations.

V. UTILITY USAGE

Licensee shall reimburse City of Redlands on an annual basis as billed for the cost of utilities consumed by Licensee's Equipment. Licensee's utility cost shall be computed by calculating the net increase in City of Redlands current monthly site utility charges compared to City of Redlands monthly site utility charges for the same month in the previous year. In the event City of Redlands has added to, decreased or changed its equipment during the previous year, or there has been an increase or decrease in utility rates during the previous year, Licensee's utility cost shall be equitably adjusted.

VI. INDEMNITY

A. Licensee agrees to indemnify, defend and hold harmless City of Redlands from any and all liability, damage, loss, claim, action, judgements, settled sums agreed to by Licensee and third party claimants and costs, including reasonable attorney's fees, for damage to any property and for injury or death to any person, including employees or agents of Licensee or Licensor, pursuant to Licensee's activities under this Agreement; however, Licensee does not agree to indemnify and hold City of Redlands free from liability arising out of the sole negligence of City of Redlands.

- B. During the term of this Agreement, Licensee shall relieve City of Redlands of responsibility of loss of or damage to Licensee's equipment, unless such loss or damage is caused by City of Redlands willful misconduct.

VII. INSURANCE

The State of California is self insured. All rules and regulations relative are applicable.

VIII. NON-DISCLOSURE

Licensee agrees not to divulge to third parties, without the written consent of City of Redlands, any information obtained from or through City of Redlands in connection with the performance of this Agreement unless:

1. the information is known to Licensee prior to obtaining the same from City of Redlands;
2. the information is, at the time of disclosure available in the public domain; or
3. the information is obtained by Licensee from a third party who did not receive the same directly or indirectly from City of Redlands and who has no obligation of confidentiality with respect thereto.

IX. ASSIGNMENT

The rights and privileges herein are personal to Licensee. This Agreement shall not be assigned, subcontracted or

transferred, in whole or in part, by Licensee except with the written consent of City of Redlands. Any and all unauthorized assignments, subcontracts or transferences shall be null and void.

X. ACCESS

Licensee shall have unrestricted access to its installation for maintenance and repair.

XI. GOVERNING LAW

This Agreement shall be construed by, enforced in accordance with, and the validity and performance hereof governed by, the laws of the State of California.

XII. NOTICES

All notices shall be sent to City of Redlands or Licensee in writing by certified United States mail, postage prepaid, return receipt requested.

XIII. SEVERABILITY

If any term of this Agreement is found or held to be contrary to the laws of any jurisdiction having control of its construction, validity or enforcement, or if it is found that any term is void or voidable, then said term shall not apply and this Agreement shall be construed as if said term were not present, and there shall be no force or effect on the remainder of this Agreement as a result of the removal of such term.

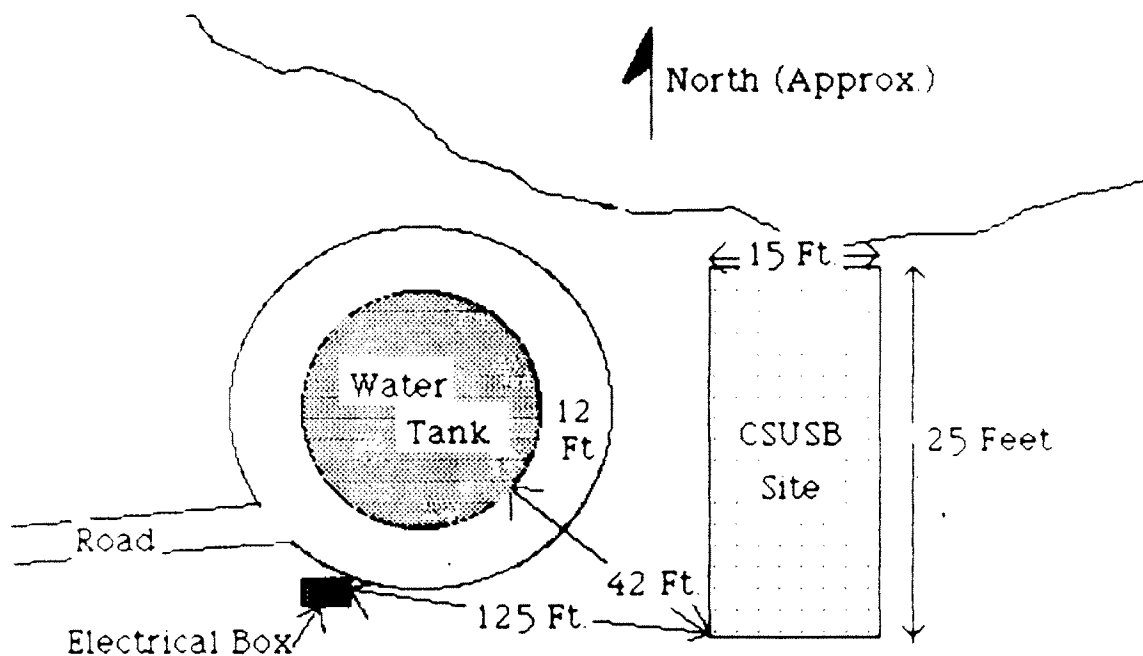
XIV. WAIVER

Failure by either party at any time to require performance by the other party to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

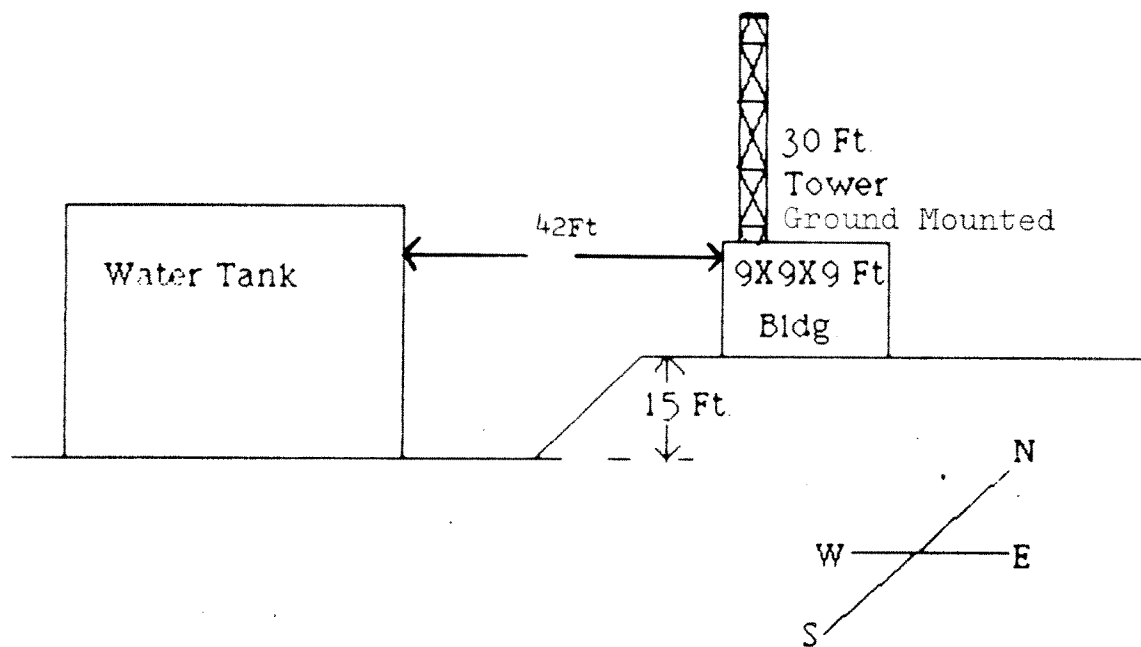
XV. ENTIRE AGREEMENT

The terms of this Agreement, including all documents incorporated by reference constitute the final and entire statement of agreement between the parties and no prior representation, expression, or agreement, whether written or oral, shall vary the terms of this Agreement. The terms of this Agreement may not be supplemented or contradicted by course of dealing, usage of trade, or course of performance under this or any other agreement. All modifications and amendments to this Agreement shall be made in writing and signed by both parties.

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO



CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO



CITY OF REDLANDS

CALIFORNIA STATE UNIVERSITY

SAN BERNARDINO

BY: Carole Bismant

BY: Robert Q. Detweiler

TITLE: Mayor

TITLE: Vice President
Academic Affairs
California State University
San Bernardino

DATE: March 18, 1986

DATE: March 3, 1986

ATTEST:

Shirley Rogers
City Clerk, City of Redlands

BY: J. H. Hammond

TITLE: Procurement & Support
Services Officer

DATE: May 2, 1986