

CITY OF BELL

LICENSE AGREEMENT

FOR TEMPORARY OPERATION OF A STAGING AREA AT
4410 GAGE AVE YARD

The City of Bell, a municipal corporation, ("Licensor") hereby grants D&S General Contracting, Inc., a California corporation, ("Licensee") a non-exclusive license ("this License") for the temporary use of the area of that certain portion of the property located at 4410 Gage Ave Yard and illustrated on the attached Exhibit A (the "Premises"), subject to all the following terms and conditions:

1. **USE:** Licensee shall have permission to use the Premises, as illustrated in Exhibit A, attached hereto and made a permanent part hereof, solely for a temporary staging area for supplies, equipment, and soils directly related to the current public works construction job Licensee is performing for Golden State Water ("GSW") Federal Ave Mainline Replacement Project (the "Use"). Licensee may actively use the Premises for the Use and may store supplies, equipment, and soils at the Premises at any time during the term of this License; provided, that Licensee shall always have an individual available at the Premises within two (2) hours after a call from Licensor.
2. **LICENSEE REQUIREMENTS:** In connection with the use of the Premises, Licensee shall comply with all applicable Federal, State and local rules and regulations, including any planning and public works requirements and permits, including, but not limited to, any required temporary use permit and GSW Federal Ave Mainline Replacement Project Specifications.
3. **EFFECTIVE DATE OF LICENSE:** This effective date of this License shall be the date it is signed on behalf for Licensor (the "Effective Date").
4. **TERM:** The term of this License shall be for the period from the Effective Date through May 31, 2017, subject to termination pursuant to Paragraph 13, below (the "Term").
5. **CONSIDERATION FOR LICENSE:**
 - a. As consideration for the Licensor granting this License to Licensee, Licensee shall perform the following services for the Licensor:
 - i. Enlarge Existing 3' x 3' tree wells to 4'x4' and remove porous concrete (if any) (Total 15) at the following locations, and as described in Exhibit "A":
 1. 4714 Gage Ave
 2. 4905 Florence Ave
 3. 4721 Florence Ave
 4. 4611 Florence Ave (3 locations)
 5. 4545 Florence Ave
 6. 4025 Florence Ave
 7. 3707 Florence Ave
 8. 4566 Florence Ave
 9. 4612 Florence Ave (2 locations)
 10. 4628 Florence Ave
 11. 4832 Florence Ave
 12. 4946 Florence Ave
 - ii. Fill in existing 4' x 4' tree wells with concrete (Total 5 or 80 SF) at the following locations, and as described in Exhibit "A":

1. 4874 Gage Ave
2. 4725 Florence Ave (2 locations)
3. 3615 Florence Ave
4. 4544 Florence Ave

b. The work described in subsection a above shall be commenced by Licensee within 72 hours of notice being provided by the Licensor, and shall be completed to the satisfaction of the City Engineer within an 8 hour period after commencement. The work may only be performed between the hours of 7:00 AM and 5:00 PM, or otherwise approved by the Licensor. Concrete pouring shall be incorporated with the Golden State Water's Federal Ave Main Replacement Project alley concrete works.

c. If Licensee fails to timely perform and complete the services described in this Section 5, the Licensor may terminate this License in accordance with Section 13 below and take over the work and prosecute the same to completion by contract or otherwise, and the Licensee shall be liable for the total cost for completion of the services required hereunder.

6. **OPERATION COSTS:** Licensee shall be responsible for all of its and all third-party costs for the operation of the Use and for the utilities used by Licensee for the Use.
7. **MAINTENANCE:** Licensee shall be responsible to maintain the Premises in a clean and presentable manner and keep the Premises and surrounding public rights-of-way free from waste, debris, trash and other rubbish. Licensee shall also be considerate of the noise sensitive uses adjacent to the Premises and not cause unreasonable disturbances to the peaceful use of any adjacent property by occupants of any adjacent property. All waste materials shall be removed daily from the Site and disposed of by the Licensee by any proper means at his own expense. Upon completion of all construction operations, the property shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the Licensor to return the property in same or better condition.
8. **SIGNS:** Licensee shall not install or permit any signs to be visible from any public right-of-way.
9. **LICENSEE OBLIGATIONS:** Termination of this License shall not terminate Licensee's obligations pursuant to Paragraphs 11, 15 and 17.
10. **TAXABLE INTEREST:** This License is not intended to create any interest in real property. If it is determined this License creates any taxable interest, including, but not limited to, a possessory interest, then Licensee shall be solely responsible to pay such taxes.
11. **HOLD HARMLESS:** To the full extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the Licensor, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with this License or the use of the Premises by Licensee, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Licensee is legally liable ("indemnitors"), or arising from Licensee's or indemnitors' reckless or willful misconduct, or arising from Licensee's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this License, except claims or liabilities occurring as a result of Licensor's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on

successors and assigns of Licensee and shall survive termination of this License. Coverage by the indemnitors shall extend to claims or liabilities for soil contamination or hazardous materials in, on or under the Premises, and/or the work to be provided by Licensee in Section 5 above.

12. **INSURANCE**: Without limiting the obligations set forth in Section 11 above, Licensee shall provide evidence of liability insurance naming Licensor and its officers, agents and employees as additional insured's, in the minimum single limit amount of One Million Dollars (\$1,000,000.00) and in a form and with endorsements approved by Licensor's City Attorney.
13. **NO LIENS ON PREMISES**: Licensee shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be recorded or enforced against the Premises for any work done or materials furnished thereon at the instance of requirement of or on behalf of Licensee; and Licensee agrees to indemnify and hold harmless Licensor and the Premises against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with such work done, labor performed or material furnished in connection with Licensee's use of the Premises.
14. **RIGHT TO TERMINATE/NO DISPLACEMENT LIABILITY**: Either party shall have the right to terminate this License, upon three-days' (3-days') written notice with or without cause. Licensor shall not be liable for any displacement or relocation benefits or expenses experienced by Licensee, or for reimbursement for any improvements installed by Licensee, as a result of any termination of this License. This Agreement shall not constitute, and shall not be construed as constituting, a tenancy
15. **GOVERNING LAW**: The terms of this License shall be interpreted according to the laws of the State of California. If any legal action arises out of this License, then venue shall be in the Superior Court of Los Angeles County.
16. **ATTORNEYS' FEES**: If litigation arises between Licensor and Licensee out of this License for the performance thereof, then the court shall award costs and expenses, including reasonable attorneys' fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and reasonable attorneys' fees paid or incurred in good faith.
17. **TRANSFERABILITY AND ASSIGNABILITY**: The License is neither transferable nor assignable by Licensee without the written consent of Licensor.
18. **DAMAGE TO PREMISES**. Licensee shall not damage the Premises. If Licensee does damage the Premises, the Licensor may terminate this License in accordance with Section 13 above and take reasonable action to repair said damage. Licensee shall be solely liable for the total cost of repair incurred by the Licensor. Alternatively, in the Licensor's sole and absolute discretion, the Licensor may give notice to Licensee of the damage and provide a timeframe in which Licensee may repair the damage by its own means and at its own cost. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. The means of repair shall be subject to prior written approval of the Licensor.
19. **NOTICES**: All notices give or required to be given pursuant to this License shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Licensor:

City of Bell
Attn: City Manager

6330 Pine Ave.
Bell, CA 90201

To Licensee:

D&S General Contracting, Inc.
Attn: Anthony Dominguez
21200 Wosslick Ave.
Nuevo, CA 92567

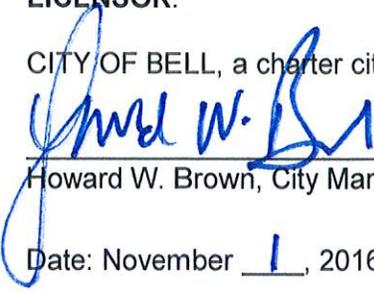
17. **ENTIRE AGREEMENT**: This License (i) constitutes the entire agreement of the parties hereto relating to the operation and maintenance of the Premises and (ii) shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the Premises. This License shall not be modified in any particular except by a written amendment duly executed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date and year first-above written.

LICENSOR:

CITY OF BELL, a charter city


Howard W. Brown, City Manager

Date: November 1, 2016

ATTEST:


Angela Bustamante, Acting City Clerk

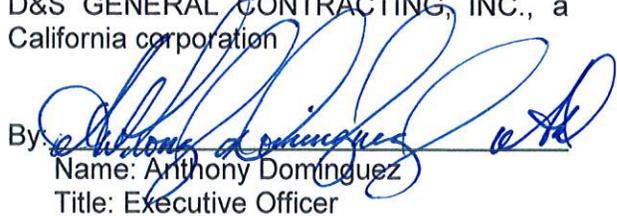
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

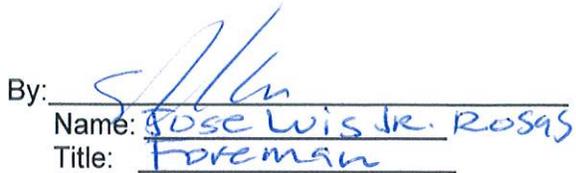

David J. Aleshire, City Attorney

LICENSEE:

D&S GENERAL CONTRACTING, INC., a California corporation


By: Anthony Dominguez
Name: Anthony Dominguez
Title: Executive Officer

Date: November 4, 2016


By: José Luis Jr. Rosas
Name: José Luis Jr. Rosas
Title: Foreman

Address:

Date: November 8, 2016

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On November 23, 2016 before me, Angela Bustamante, Notary,
Date Here Insert Name and Title of the Officer

personally appeared Anthony Dominguez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Angela Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____