

**LICENSE AGREEMENT FOR USE OF MOORPARK WATERSHED, PARKS,
RECREATION, AND CONSERVATION AUTHORITY (MWPRCA) PROPERTY FOR
ACCESS**

This License Agreement for Use of MWPRCA Property for Access (“License”) is made between the MOORPARK WATERSHED, PARKS, RECREATION AND CONSERVATION AUTHORITY, a joint powers authority, (the “MWPRCA” or “Licensor”), and CAMROSA WATER DISTRICT, a _____ (“Camrosa” or “Licensee”) and is entered into as of this _____ day of _____, 2018. The MWPRCA and Camrosa are referred to below collectively as the “Parties”.

RECITALS

A. The MWPRCA is the record fee owner of that certain real property described on Exhibit A and depicted on Exhibit B hereto (“MWPRCA Property”). Exhibits A and B are incorporated herein by this reference.

B. Camrosa is the record fee owner of that certain real property described on Exhibit C and depicted on Exhibit D (referred to as the “Adjacent Property”). Camrosa owns a well site and pumping system on the Adjacent Property.

C. When the County of Ventura constructed the Moorpark Road project, Camrosa’s access to the Adjacent Property was severed. Camrosa obtained access to the property through an informal agreement with the prior property owner. That agreement became null when the MWPRCA purchased the property.

D. Camrosa wishes to formalize the use of a portion of the License Area, as described on Exhibit E and depicted on Exhibit F (the “License Area”), to access the Adjacent Property.

E. Prior to formalization of the use of the License Area, Camrosa made improvements to the License Area consisting of asphalt road base and oil (“Unauthorized Improvements”) that are inconsistent with the natural environment of the MWPRCA Property.

F. MWPRCA wants appropriate mitigation for the improvements made by Camrosa to the License Area without approval of MWPRCA and Camrosa wishes to formalize the use of the License Area to access the Adjacent Property.

G. The Parties desire to enter into this License subject to the terms and conditions stated below.

NOW THEREFORE, in consideration of the Parties’ performance of the promises, covenants and conditions stated herein, the MWPRCA and Camrosa agree to the following.

LICENSE AGREEMENT

1. Grant of License.

a. MWPRCA hereby grants to Camrosa a license to enter upon and use the License Area for the purpose of accessing the Adjacent Property owned by Camrosa, which is identified as Assessor's Parcel Numbers 519-0-210-025.

b. No legal title, leasehold or other interest in the License Area is created or vested in Camrosa by the grant of this License.

c. The License Area may be terminated by the MWPRCA as described herein.

2. **Consideration.** In consideration for the License herein granted by the MWPRCA to Camrosa, and as mitigation for the Unauthorized Improvements, Camrosa shall pay to the MWPRCA the sum of ~~\$2,000~~\$2,500 per year on July 1st of each year. In addition, Camrosa agrees to a one-time payment for the MWPRCA's actual costs for preparation of the License Agreement in an amount not to exceed \$2,000.

3. **Term.** The License to Camrosa for the License Area will commence on XXXXX, 2019 and continuing until the earliest of the following: (i) XXXXX, 2049; (ii) the date the MWPRCA vacates the License Area; (iii) the date on which the MWPRCA determines it needs the License Area for a public use that cannot also accommodate Camrosa's activities within the License Area (as described in a written notice by MWPRCA delivered to Camrosa, and in that regard Camrosa hereby waives any and all rights and claims it may have to relocation benefits and damages resulting from any such termination); (iv) on Camrosa's sale of the real property commonly known as _____, and identified as Assessor's Parcel Number 519-0-210-025, or (v) until such time as the MWPRCA exercises its rights to terminate the License as set forth below in Section 4.

4. Termination.

a. The MWPRCA may terminate this License by providing 30-days written notice to Camrosa regarding (i) the MWPRCA's vacation of the License Area; (ii) MWPRCA use of the License Area for a public use, in which case the MWPRCA will work with Camrosa on finding an alternate permanent access location through the Property; or (iii) Camrosa's default of any of the provisions of this License.

b. Camrosa may terminate this License with or without cause by providing 30-days written notice to the MWPRCA of the termination of this License.

5. Camrosa's Use of the License Area.

a. Camrosa agrees to use the License Area for ingress and egress to the Adjacent Property only. No other use is allowed in the License Area.

b. Camrosa agrees to remove the Unauthorized Improvements from the access road within XX days after signing of the License Agreement, subject to Force Majeure delays. If a solid road surface is desired, Camrosa may replace with Grasstone Permeable Pavers, or equal permeable material approved in writing by the City, at Camrosa's sole cost and expense. Permeable paving surface shall go from the entry point at Moorpark Road to the Camrosa facility. Asphalt grindings, asphalt, or oil materials are not acceptable for use on the road surface.

c. Camrosa understands that MWPRCA plans to open the MWPRCA Property to the general public for passive recreation uses, which will include installation of hiking trails throughout the property. Camrosa understands and agrees that License Area will be used as part of future trail system on MWPRCA Property.

d. Camrosa agrees to install a gate at their sole cost and expense, style to be determined by City, to restrict vehicular access through the License Area, however, said gate will not restrict pedestrian access through the License Area.

e. Camrosa shall not make any other alterations or improvements to the License Area without the prior written consent of the MWPRCA, which consent may be granted or withheld in the MWPRCA's sole and absolute discretion.

d. Camrosa shall not commit any waste or any public or private nuisance on the License Area.

e. Camrosa shall abide by any such rules and regulations as may be promulgated by the MWPRCA regarding the use of the License Area.

f. Camrosa shall maintain the License Area, including the permeable surface of the access road, in a reasonably safe and clean manner, and shall be solely responsible for the cost of such maintenance. Maintenance activities shall include annual weed abatement, ~~and~~ repair and maintenance of permeable pavers or other approved surface, repair and maintenance of new access gate to License area, and repair and maintenance of access gate on Moorpark Road until such gate it removed by City.

g. Camrosa shall not bring onto or use any hazardous substances on the License Area.

h. Any activity on or use of the License Area inconsistent with the terms of this License is prohibited. Without limiting the generality of the foregoing, the following uses are strictly prohibited:

- i. Erection of any lighting in the License Area, or any artificial lighting of License Area.
- ii. Any hunting and/or trapping of any wildlife;
- iii. Any dumping and/or discharge of any type onto the License Area;

- iv. Any storage of any material for any period of time;
- v. Any removal, trimming, cutting, or pruning of any native plant species including trees, unless Camrosa deems it necessary following damage by fire, disease, or infestation, to replace existing species with a disease- or infestation-resistant variety, or Camrosa deems it necessary to prevent the outbreak and/or spread of fire by brush clearance, or such actions are necessarily associated with reserved uses;
- vi. Any satellite dishes and communication antennas;
- vii. The planting of any plants not native to the area;
- viii. The use of herbicides, pesticides, or other chemical that could damage, injure, or kill the native plants and/or wildlife;
- ix. Any grading of the land, except as reserved by Camrosa in this License;
- x. Any utilities of any kind, whether above or below ground.

6. **Right of Entry.** The MWPRCA and its authorized representatives shall have the right to enter the License Area at all reasonable times to inspect the License Area.

7. **Indemnification.** Camrosa shall indemnify, defend (at Camrosa's sole cost and expense) and hold the MWPRCA, its officials, officers, employees, agents and attorneys (collectively "Indemnities") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, injury to persons or damage to or taking of the License Area, in any manner arising out of or incident to any acts or omissions of Camrosa, its employees, or its agents in connection with the performance of this License, including without limitation the payment of all consequential damages and reasonable attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of the MWPRCA. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Camrosa shall defend Indemnitees, at Camrosa's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees. Camrosa shall reimburse the Indemnities for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Camrosa's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Camrosa or the Indemnitees. All duties of Camrosa under this Section shall survive termination of this License.

8. **No Assumption of Responsibility or Damage by MWPRCA.** The granting of this License Agreement by the MWPRCA shall not constitute an assumption

by the MWPRCA of any responsibility for any consequential damage or taking. MWPRCA shall not be an insurer of the License Area, nor shall any officer or employee thereof be liable or responsible for any accident, loss or damage happening or occurring during the access road construction. MWPRCA shall not have any responsibility for maintenance of the land or improvements on the License Area.

9. **Surrender of License Area.** Upon the termination of this License, Camrosa shall

- a. Have no right to enter upon or use the License Area;
- b. Surrender the License Area in as close to the condition of these properties as they existed as of XXX, 2018, without the Unauthorized Improvements; and
- c. Remove all of Camrosa's personal property from the License Area.

10. **Insurance.**

a. Camrosa shall follow the principles of a sound risk management program. Whenever possible, risk shall be avoided.

b. Within five (5) business days of the date this License is fully executed by the Parties and before entering upon and using the License Area for the purposes described herein, Camrosa shall obtain at its own cost the insurance described on Exhibit E attached hereto and provide evidence thereof to MWPRCA. In addition, Camrosa shall also maintain:

i. Fire and casualty insurance on all improvements, if any, located on the License Area. In the event any such improvements are damaged or destroyed by fire or other casualty, the proceeds of the policy shall be applied toward the repair, restoration, or replacement of those improvements. It shall be the duty of Camrosa to repair, replace, or restore the improvements and make them fit for use within six months of the date the damage or destruction occurred.

ii. Camrosa shall not commit any acts on the License Area, nor use License Area in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the License Area or the improvements on the License Area.

11. **Assignment.** Camrosa may not assign, transfer, or grant any interest in the License herein granted without obtaining the prior written consent of the MWPRCA. The MWPRCA may withhold its consent in its sole and absolute discretion. Any attempt by Camrosa to assign, transfer or grant any interest in the License herein granted may result in a revocation of the License at the sole discretion of the MWPRCA.

12. **Notices.** All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested or by Federal Express. Notices will be

considered given upon the earlier of (a) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or (b) one business day following deposit with Federal Express. The Parties will address such notices as provided below or as may be amended by written notice:

MWPRCA: Moorpark Watershed, Parks, Recreation and
Conservation Authority
c/o City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attention: Troy Brown, City Manager

COPY TO: Mountains Recreation and Conservation Authority
Attention: Oscar Victoria, Staff Counsel
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

Richards, Watson & Gershon
Attention: Kevin Ennis, City Attorney (City of
Moorpark)
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101

CAMROSA: Camrosa Water District
Attention: Tony Stafford, General Manager
7385 Santa Rosa Road
Camarillo, California 93012

13. **Miscellaneous.**

a. *Authority to Bind Parties and Execute License.* The MWPRCA and Camrosa represent and warrant to one another that this License constitutes a binding obligation on each of them and that the person executing this License is authorized to execute the License on behalf of the respective party and to bind it.

b. *Governing Law.* This License is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This License shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

c. *Amendment or Modification.* This License may be modified or amended only by a writing executed by all Parties to this License, subject to clause n. below.

d. *Partial Invalidity/Severability.* Each provision of this License shall be valid and enforceable to the fullest extent permitted by law. If any provision of this License or the application of such provision to any person or circumstance is, to any extent, deemed to be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this License.

e. *Legal Representation.* The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this License, they have each been represented by independent counsel of their own choosing and the Parties executed the License after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this License, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this License.

f. *Counterparts, Electronic Signatures.* This License may be executed in whole or in counterparts which together shall constitute the entire License. Electronic signatures/counterparts to this License shall be effective as if the original signed counterpart were delivered.

g. *Fees and Costs.* Each of the Parties shall bear its own attorney's fees and costs incurred in connection with negotiating the matters described in this License.

h. *Remedies Not Exclusive and Waivers.* No remedy conferred by any of the specific provisions of this License is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

i. *Waiver.* No provision of this License may be waived unless in writing signed by all Parties. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

j. *No Joint Venture.* Nothing contained herein shall be construed to render the MWPRCA in any way or for any purpose a partner or joint venture, or associated in any relationship with Camrosa, nor shall this License be construed to authorize either Party to act as agent for the other.

k. *Attorneys' Fees.* If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this License, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party its reasonable attorneys' fees and other costs incurred in connection with such action.

l. *Time of Essence.* Time is of the essence of every provision hereof in which time is a factor.

m. *Entire Agreement.* This License constitutes the entire agreement of the Parties as to the subject matter of this License.

n. *Executive Director Authority.* The Executive Director of MWPRCA shall have the authority to give all notices and consents on behalf of MWPRCA and enter into non-substantial amendments.

IN WITNESS HEREOF, the Parties have executed this License as of the date and year first above written.

LICENSEE

CAMROSA WATER DISTRICT,

By: _____
Name: Tony L. Stafford, General Manager

LICENSOR

MOORPARK RECREATION AUTHORITY WATERSHED, PARKS, AND CONSERVATION

By: _____

Print Name: _____
_____ Chairperson

- Exhibits:
A&B- Legal Description - MWPRCA Property
C&D – Legal Description – Camrosa Property
E – License Area
F - Insurance Requirements