

**REVOCABLE LICENSE AGREEMENT**

This Revocable License Agreement (“**Agreement**”) is entered into as of June \_\_\_, 2019, (the “**Effective Date**”) by and between the CITY OF MANTECA, a public body, corporate and politic (“**Licensor**”), and the Woodbridge Owners Association (“**Licensee**”). Licensor and Licensee are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties. The following recitals are a substantive part of this Agreement.

A. Licensor is the owner of certain right of way (the “**Licensor Property**”) described as Maple Valley Street shown on that certain final subdivision map for Tract No. 3423, Subdivisions of San Joaquin County, Union Ranch No. 1, recorded on August 22, 2006, in Book 40 of Maps and Plats, Page 90 of the Official Records of San Joaquin County, California.

B. Licensee has requested that Licensor grant Licensee permission to use that certain portion of the Licensor’s Property described as the Maple Valley Stub, shown on sheet 6 of 16, on that certain final subdivision map for Tract No. 3423, Subdivisions of San Joaquin County, Union Ranch No. 1, recorded on August 22, 2006, in Book 40 of Maps and Plats, Page 90 of the Official Records of San Joaquin County, California, leading to Assessor’s Parcel No. 204-10-021, to construct a Soundwall Project, with access gates, across 56.54 ft., bearing N89°25’27”W, of Licensor’s right of way along the north property line of Assessor’s Parcel No. 204-10-021 shown in Exhibit A attached hereto.

C. Licensor desires to make available the Revocable License Area for Licensee, Licensee’s architect, engineer, general contractor, subcontractors, and other authorized persons requiring access to the Revocable License Area for construction of the Soundwall Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and approved, the Parties agree as follows:

1. Grant of Revocable License. Licensor hereby grants to Licensee and Licensee’s architect, engineer, general contractor, subcontractors, and other authorized persons (collectively, “**Licensee Parties**”) an exclusive revocable license for the sole and limited purpose of constructing a Soundwall Project, with access gates (the “**Revocable License**”); provided that Licensee shall (i) obtain all necessary permits (encroachment permit and building permit) and comply with all applicable laws and regulations; (ii) obtain and maintain the insurance described in Section 4 of this Agreement; (iii) ensure the Licensee Parties comply with all such laws and regulations; and (iv) not place any signs in the Revocable License Area without the express written approval of Licensor. Licensee accepts the Revocable License Area in its current “AS-IS” condition, subject to all matters of record, and without representation or warranty, express or implied.

a. The design of the Soundwall Project shall provide for two (2) 6 ft. wide gates, centered on Maple Valley, that provide 12'-0" clear width for service vehicles.

2. Term. The term ("**Term**") of this Agreement shall commence on the Effective Date and shall expire upon the later of the two following occurrences:

a. After sixty days (60 days) written notice executed by either Party terminating this Agreement; or

b. Fifteen (15) months after the date listed in paragraph 1 on page 1 of this Agreement.

3. Restoration of Revocable License Area. Upon the expiration of the Term, Licensee shall promptly and diligently remove, or cause to be removed, all structures, property, building materials, stockpiled dirt, earth, and any other items placed on the Revocable License Area and return the Revocable License Area to its original condition subject to review and approval of the Community Development Director of the City of Manteca.

4. Insurance. Licensee at its own expense shall maintain in full force and effect such policies of insurance having the coverages and limits as follows:

Commercial General Liability

- Commercial General Liability Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including product and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence with a \$25 million umbrella coverage policy naming the City of Manteca as an additional insured on the certificate.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers."

Evidence of such insurance shall be provided to the Licensor prior to entering the Revocable License Area or performing any work on the Revocable License Area.

5. Indemnity.

5.1 Indemnity by Licensee. Licensee shall indemnify, defend (with counsel reasonably acceptable to Licensor), and hold harmless Licensor and Licensor's officials, officers, employees, agents, and representatives ("**Licensor's Representatives**") from and against any and all claims, liabilities, obligations, orders, damages, fines, penalties, and expenses (including, but not limited to, reasonable attorneys' fees and costs) to the extent arising from any activities of Licensee or Licensee's officials, officers, employees, contractors, subcontractors, agents, and representatives ("**Licensee's Representatives**") under this Agreement, except to the extent such

claims, liabilities, obligations, orders, damages, fines, penalties, or expenses arise from the negligence or willful misconduct of Licensor or Licensor's Representatives.

5.2 Survival. The provisions of this Section 5 shall survive expiration or termination of this Agreement.

6. Assignment. Licensee shall not assign this Agreement to any entity unless expressly authorized in writing subject to Licensor's consent. Any assignment of this Agreement shall be made subject to the terms and conditions of this Agreement.

7. Modification. The terms and conditions of this Agreement shall not be modified, amended, waived, or repealed except by the written agreement of the Parties.

8. Notices. All notices and demands required by this Agreement shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by reputable overnight messenger. Notices shall be considered given upon the earlier of (a) one business day following deposit or delivery with a nationally recognized overnight courier delivery charges prepaid, or (b) three business days following the date of mailing if given by certified mail. Notices shall be addressed as provided below for the respective Party; provided that if any Party gives notice in writing of a change of name or address, notices to such Party shall thereafter be given as demanded in that notice:

Licensor: City of Manteca  
Attn: City Clerk  
1001 West Center Street  
Manteca, California 95337

With copies to:

City of Manteca  
Attn: City Attorney  
1001 West Center Street  
Manteca, California 95337

Licensee: Woodbridge Owners Association.  
Attn: Celeste Comings  
1380 Lead Hill Blvd, #201  
Roseville, CA 95661

With copies to:

Woodbridge Owners Association  
2400 Morning Brook Dr.  
Manteca, CA 95336

9. Miscellaneous Provisions.

9.1 Successors and Assigns. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the Parties.

9.2 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties, and there are no third party beneficiaries of this Agreement. No other person shall have any right of action based upon any provision of this Agreement.

9.3 Governing Law; Jurisdiction. This Agreement and the rights of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of San Joaquin, except for actions that include claims in which the federal District Court for the Eastern District of California has subject matter jurisdiction, in which case the Eastern District of California shall be the proper venue.

9.4 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as determined by the court.

9.5 Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

9.6 Severability; Partial Invalidity. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

9.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein and therein or incidental hereto and thereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof and thereof. No subsequent agreement, representations or promises made by either Party, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

9.9 Exhibits. The following exhibit is attached to this Agreement and is incorporated herein as though set forth in full for all purposes:

Exhibit A      Plat of Revocable License Area

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

**“Licensor”**

**“Licensee”**

CITY OF MANTECA,  
a municipal corporation

WOODBIDGE OWNERS ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Tim Ogden

Print Name: \_\_\_\_\_

City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Lisa Blackmon

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

John Brinton

City Attorney

**EXHIBIT A TO THE REVOCABLE LICENSE AGREEMENT  
PLAT OF REVOCABLE LICENSE AREA**

