

**LICENSE AGREEMENT**

This License Agreement (“LICENSE”) is made and entered into as of \_\_\_\_\_, 2004, by and between the CITY OF TORRANCE, a Municipal Corporation (“CITY”) and West Basin Municipal Water District (“LICENSEE”).

**RECITALS:**

- A. CITY is the owner of fee title to an area identified as a parcel shown on Exhibit A (the “PREMISES”)
- B. LICENSEE is engaged in the development of a water well pursuant to its responsibilities as a Water District.
- C. LICENSEE desires to use the PREMISES for a temporary equipment staging and storage area for construction equipment during development of the water well. Licensee will engage contractors and subcontractors to develop the water well.

**AGREEMENT:**

Therefore, in order to carry out their intent as expressed above, CITY and LICENSEE agree as follows:

**1. PREMISES**

CITY grants LICENSEE a license to allow licensee’s contractors and subcontractors to occupy and use, subject to all terms and conditions stated, the PREMISES indicated on Exhibit A. Access time is between 9:00 a.m. and 3:00 p.m. and is to be coordinated with the on-site Street Services Facility Manager.

**2. PURPOSE**

The PREMISES may be occupied and used by LICENSEE solely for the purposes of equipment staging and storage of construction equipment for construction of the water well. Site use includes the installation and removal of a temporary chain link fence as depicted in Exhibit A. LICENSEE will return site to original condition at end of use except for those improvements listed in Section 4 below.

**3. TERM**

This license will commence as of the date written above and continue until the LICENSE is terminated by either party upon thirty days written notice to the other party or April 22, 2004, whichever comes first.

**4. COMPENSATION**

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5. NOTICE

Addresses for purpose of giving notice are as follows:

LICENSEE: Office of the General Manager  
17140 S. Avalon Avenue  
Carson, CA 90746-1296

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970

6. INDEMNIFICATION

LICENSEE will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of LICENSEE, its officers, employees, agents, subcontractors or vendors. It is further agreed, LICENSEE'S obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity.

7. INSURANCE

LICENSEE shall furnish the CITY a certificate of liability insurance for the premises in the amount of \$1,000,000 combined single limit and naming the City of Torrance, The City Council, each member thereof and each officer and employee of the CITY as additional insured on the policy. The certificate of insurance shall be filed with this LICENSE in the office of the City Clerk.

8. MAINTENANCE

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LICENSEE agrees to comply with all applicable Federal, State, County and City statutes, ordinances, rules, laws or regulations that are applicable to the premises or the operations of LICENSEE on premises, and any deviation from these or any conditions stated in this LICENSE will be cause of immediate cancellation.

Security and maintenance (including dust control) of the site shall be the responsibility of the LICENSEE. LICENSEE agrees to maintain the site in a neat and sanitary condition. At the completion of the construction, LICENSEE will insure that the premises are clean of all debris, surplus construction materials, and any hazardous materials (oil, fuel, etc.). Failure by LICENSEE to perform the work will result in the City implementing the cleanup. Any expenses incurred will be billed to LICENSEE.

**9. LIMITS OF LICENSE**

It is understood that the permission granted in this LICENSE is in no way to be construed by LICENSEE as permission to otherwise enter upon CITY’S other property for any purpose.

**IN WITNESS WHEREOF**, the parties have duly executed this LICENSE on the date first written above.

CITY OF TORRANCE,  
A Municipal Corporation

West Basin Municipal Water District

\_\_\_\_\_

\_\_\_\_\_

Rich Nagel  
Co-Acting General Manager

\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

\_\_\_\_\_  
Art Aguilar  
Co-Acting General Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachment: Exhibit A

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