

**ATTACHMENT B**

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **ROSEMEAD PROPERTIES, INC.**, a Nevada corporation, ("Licensor") and **SAN GABRIEL VALLEY WATER COMPANY**, a California corporation ("Licensee").

WITNESSETH:

Licensor, in consideration of the execution and delivery of this instrument, and the faithful performance by Licensee of all of the terms, conditions and covenants hereinafter set forth on Licensee's part to be performed, does hereby give to Licensee a license, from the \_\_\_ day of \_\_\_\_\_, 2018, until revoked or terminated as hereinafter provided, over the property described in Attachment A hereto ("Licensee Access" or "Property") for the purpose of using, operating, and maintaining an existing reservoir, and to remove or replace one or more pipelines, including valves, hydrants, meters, and other equipment and appurtenances, for the purpose of conveying water and furnishing water service for all purposes.

This license is given upon and subject to the terms, covenants, and conditions hereinafter set forth which Licensee hereby agrees to comply with and perform:

1. Licensee shall maintain, and Licensee shall require any contractor or agent which Licensee engages, to maintain in full force and effect comprehensive general liability insurance including contractual liability coverage, issued by a responsible insurance company, covering death, bodily injury and property damage, with a combined single limit of not less than \$1,000,000 for each occurrence and automotive liability and property damage insurance with a combined single limit of not less than \$1,000,000 for each occurrence, which insurance shall cover Licensee's use of the Licensee Access, including, without limitation, operation of any vehicle by Licensee or Licensee's employees, agents, representatives, invitees, or their contractors. Licensee and any such employee, agent or contractor shall each furnish to Licensor prior to their first use of the Licensee Access a policy or certificate of such insurance issued by a responsible insurance company satisfactory to Licensor which names Licensor, its officers, agents, and employees as additional insureds and which shall be primary for all purposes.

2. This License is personal to Licensee for the limited use of operation and maintenance of an existing reservoir by its employees, agents, and contractors. Licensee will not use or permit the Licensee Access to be used for any purpose contrary to this License Agreement or any rule, regulation or law, or in such a manner as to become a nuisance. Licensee will not expand its use of the Licensee Access in any manner whatsoever without first obtaining Licensor's written approval. Licensor shall have the right at all times to enter upon the Licensee Access for any purpose.

3. This license is given subject to all valid and existing covenants, conditions, restrictions, rights-of-way, easements, rights, licenses, reservations, and encumbrances, whether of record or not, affecting the Licensee Access.

4. Licensee hereby recognizes Licensor's title and interest in and to the Licensee Access, and agrees never to assail or restrict Licensor's title or interest therein, and further agrees that Licensee will at no time claim the property of Licensor or any part thereof or interest therein.

5. Licensee shall not assign or transfer this License Agreement, or any right hereunder, in whole or in part, without first obtaining the written consent of Licensor. No written consent by Licensor hereunder shall be deemed a waiver by Licensor of any provision hereof, except to the extent of such consent.

6. Licensee shall, for itself, and for its employees, agents, and contractors and any person or persons claiming under Licensee, hold harmless, indemnify and defend Licensor, and its officers, agents, and employees from and against any claim, demand, loss, damage, action, cause of action, expense (including attorney fees and litigation costs and expenses), penalty, violation, fine, assessment, charge, and/or liability arising or growing out of loss of or damage to property, or injury to or death of persons, or violation of any law, regulation or rule, resulting in any manner directly or indirectly in connection with this License Agreement, whether due to the negligence of Licensor, or otherwise. Licensee further agrees that Licensor shall not be liable for any loss or damage sustained by Licensee or anyone claiming under Licensee, caused by any use of, or operations on, Licensor's real property whether due to the negligence of Licensor, or otherwise.

7. This License Agreement may be cancelled and terminated by either party at any time upon ninety (90) days' notice in writing to that effect given by either party to the other. Upon the termination of this license, Licensee shall remove any property placed upon the property, and within 30 days following Notice of termination, restore the property to its original condition and appearance at no cost or expense to Licensor.

8. In case of the failure or refusal of Licensee to comply with and perform each and all of the terms, covenants and conditions contained herein, this license shall, at the option of Licensor, terminate, and Licensor shall have the right forthwith to remove any property of Licensee from the Property and to restore the Property to its original condition and appearance, at the sole cost, expense, and risk of Licensee, which cost and expense Licensee agrees to pay Licensor upon demand, together with interest at the legal rate from the date such costs and expenses are incurred by Licensor.

9. If Licensor brings suit to compel performance of, or to recover for breach of, any term, covenant, or condition contained herein, Licensee shall pay to Licensor reasonable attorney fees in addition to the amount of judgment and litigation costs and expenses.

10. Licensee shall not record this License Agreement.

11. Licensee shall maintain the Property in a clean and safe condition and will comply with local weed and rubbish abatement ordinances.

12. Upon termination of this License Agreement, Licensee shall execute and deliver to Licensor, within thirty (30) days after service of a written demand therefor, a good and sufficient quitclaim deed of the rights arising hereunder. Should Licensee fail or refuse to execute and deliver to Licensor such quitclaim deed, a written notice by Licensor reciting the failure or refusal of Licensee to execute and deliver such quitclaim deed shall, after ten (10) days from the date of the recordation of such notice, be conclusive evidence against Licensee and all persons claiming under Licensee, of the termination of this License Agreement.

13. Except as otherwise required herein, notices to any party concerning this License Agreement shall be deemed to have been duly given when made in writing and delivered personally or by courier (such as Federal Express) or deposited in the United States mail, certified and postage prepaid, addressed as follows:

To Licensor: Rosemead Properties, Inc.  
Attn: Sam Aguirre  
P.O. Box 6010  
El Monte, California 91734

To Licensee: Robert W. Nicholson, Vice President  
San Gabriel Valley Water Company  
11142 Garvey Avenue  
El Monte, CA 91733

or such other address or addresses as either party designates in writing.

14. Subject to paragraph 5 above, the provisions of this License Agreement shall inure to the benefit of and are binding upon the parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License Agreement to be executed as of the day and year herein first above written.

**LICENSOR**

**ROSEMEAD PROPERTIES, INC.**

**LICENSEE**

**SAN GABRIEL VALLEY WATER CO.**

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

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

Its: \_\_\_\_\_

By \_\_\_\_\_  
Secretary

ATTACHMENT A  
TO  
LICENSE AGREEMENT BETWEEN  
ROSEMEAD PROPERTIES, INC. AND SAN GABRIEL VALLEY WATER COMPANY

LICENSEE ACCESS

PARCEL 1

THE NORTHERLY 400 FEET OF THE EASTERLY 400 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THE SOUTHERLY 54 FEET OF THE EASTERLY 172.33 FEET OF THE NORTHERLY 400 FEET OF THE EASTERLY 400 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPT THE NORTHERLY 18 FEET OF THE WESTERLY 32.33 FEET THEREOF.

ASSESSOR PARCEL NUMBER 1108-082-32

PARCEL 2

The southerly 54 feet of the easterly 172.33 feet of the northerly 400 feet of the easterly 400 feet of the northeast quarter of the northeast quarter of the northeast quarter of Section 25, Township 1 North, Range 6 West, San Bernardino Base and Meridian.

EXCEPT the northerly 18 feet of the westerly 32.33 feet thereof.

Reserving to Grantor the right of ingress and egress for the purpose, and with the right, to use, maintain, repair and replace water pipelines, together with necessary valves, fittings and other incidentals thereto existing on said property.

ASSESSOR PARCEL NUMBER 1108-082-33