

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into on this 4th day of February 2019 (“Effective Date”) by and between the **LOS ALTOS HILLS COUNTY FIRE DISTRICT** (“Fire District”) and **DACO CONSTRUCTION**. (“DACO” OR “LICENSEE”).

### RECITALS

- A. WHEREAS, Fire District is the owner of that certain real property commonly known as 27500 Arastradero Road, Los Altos Hills, California (“Property”); and
- B. WHEREAS, DACO was retained by the Purissima Hills Water District (“Water District”) to perform emergency work to replace 500 feet of pipe in the Town of Los Altos Hills (“Town”); and
- C. WHEREAS, DACO desires to use the Property for a staging area, including, but not limited to storage of non-hazardous materials while completing the emergency repairs for the Water District; and
- D. WHEREAS, Fire District wishes to help ensure water flows to fire hydrants; and
- E. WHEREAS, Fire District desires to grant DACO a license to allow DACO to use the Property in accordance with the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Grant of License.

1.1 Fire District grants DACO a license to use the Property as a staging area, including the storage of non-hazardous construction materials in accordance with the terms and conditions contained herein.

1.2 This Agreement gives DACO a license only for the Term of this Agreement and does not constitute any easement, lease, transfer or grant by Fire District of the Property or any portion thereof.

2. DACO’s Responsibilities.

2.1 DACO shall pay Fire District for all attorneys’ fees incurred by Fire District in preparing, revising, and amending this Agreement as evidenced by an invoice provided by Fire District to DACO.

2.2 Prior to use of the Property, DACO shall pay Fire District a \$500.00 Administrative Fee.

2.3. DACO shall pay Fire District a monthly usage fee of \$1,500.00 to be paid on the 4<sup>th</sup> of each month, beginning on February 4, 2019. DACO shall not be reimbursed for any portion of a monthly usage fee should the term of DACO's usage end after the 4<sup>th</sup> of any month, but before the next payment is due.

2.4 DACO shall use the Property for staging purposes only and for no other purposes. Specifically, DACO shall not store or dump or allow any toxic materials to be stored or dumped on the Property.

2.5 DACO shall provide the Town and Fire District with workday and after-hours phone numbers (cell, home and office) for two (2) individuals connected with or employed by DACO who are authorized to handle such calls.

2.6 DACO shall protect all existing structures on the Property, including, but not limited to, bollards, chain, and storm drain inlets. If required by Fire District, wattles shall be placed around the existing storm drain structures to keep debris from entering the inlet.

2.7 DACO shall protect all existing vegetation, including, but not limited to, trees and shrubs.

2.8 DACO shall keep Arastradero and Purissima Roads clean from any debris caused during the Term of this Agreement. DACO shall use a street sweeper to keep Arastradero and Purissima Roads clean at all times or as directed by the Fire District.

2.9 During the Term of this Agreement, as requested by Fire District, DACO shall correct any unforeseen circumstances that may arise.

3. Term. This Agreement is to be in effect for the period of February 4, 2019, to March 4, 2019 ("Term"). The Term of this Agreement may be extended in accordance with Paragraph 10, below.

4. Requirements. Upon expiration of the Term or termination of this Agreement, whichever is earlier, DACO shall remove any and all vehicles, debris, and/or other items located on the Property and return the Property to Fire District in its original condition as of the Effective Date of this Agreement.

5. Maintenance of Property. DACO shall be solely responsible for maintaining the Property during the Term of this Agreement and shall keep the Property well maintained at all times. DACO shall remove garbage from the Property daily.

6. Compliance with Laws. DACO shall conduct all activities on the Property in compliance with all applicable federal, state and local laws, statutes or ordinances and with all regulations, orders and directives of appropriate governmental agencies. In particular, DACO shall abide by all Town of Los Altos Hills regulations relative to the usage of the Property and adjoining roads.

7. Insurance. DACO shall procure, maintain and provide appropriate types and amounts of insurance for the Project, as required by Fire District's Insurance Requirement, as set forth in **Exhibit A**, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by DACO, their agents, representatives, employees, contractors or subcontractors. DACO shall not be required to meet the insurance requirements as set forth in Paragraph 4 (Professional Liability) of **Exhibit A**. For purposes of this Agreement and **Exhibit A**, the term "work" shall include use of the Property. DACO shall name the Fire District as an additional indemnified party and an additional Insured. DACO shall provide the Fire District with documentation evidencing the above before the Effective Date.

8. Indemnity. DACO shall indemnify, defend, keep and save harmless the Fire District, and its directors, officers, agents, employees and independent contractors against any and all liability, damages, costs, claims or actions, including reasonable attorney fees and charges, arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the Project caused by any act or omission of DACO and their employees, agents, independent contractors, or consultants. This indemnification obligation shall survive the termination or suspension of this Agreement.

9. Assignments and Successors in Interest. DACO may not assign or transfer its right to use of the Property, either voluntarily or by operation of law, without the prior written approval of Fire District.

10. Amendments and Modification. Only a writing signed by both parties may modify this Agreement.

11. Termination. This Agreement may be terminated upon any material breach of the Agreement by either party or upon two (2) days notice if the needs of Fire District or DACO require termination. Fire District may terminate this Agreement upon receipt of neighborhood complaints related to DACO's use of the Property upon two (2) days notice. This Agreement may further be terminated upon mutual agreement of the parties.

12. Notice. Any notice which may be given hereunder shall be in writing, and may be personally delivered or given by mailing the same by Registered or Certified mail, postage prepaid, addressed as follows:

Fire District: Los Altos Hills County Fire District  
P.O. Box 1766  
Los Altos, CA 94023-1766  
Attn: J. Logan, District General Manager

DACO: Jared Ajlouny, President  
117 Bernal Road  
San Jose, CA 95119

13. Governing Law. This Agreement shall be governed by California law and the venue for any legal action related to this Agreement shall be Santa Clara County.

14. Attorney's Fees. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

15. Waiver. No waiver of any term, provision or condition of this license shall be deemed to be a further or continuing waiver of any such term, provision or condition or a waiver of any other term, provision or condition.

16. Severability. If any part of this Agreement or any amendment or modification of this Agreement is found to be legally void or unenforceable by a court of law, the remainder of the Agreement will remain in full force and effect.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. This Agreement may be executed by way of facsimile or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates herein below shown.

**FIRE DISTRICT**

**DACO CONSTRUCTION**

By: \_\_\_\_\_  
President, District Board

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

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

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

Attest: \_\_\_\_\_  
District Clerk