**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

**LICENSE AGREEMENT**

**LICENSOR:** **GREENSPOT CORRIDOR, LLC**
**9151 Greenspot Rd**
**Mentone, CA 92359**

**COPY TO:** **ARNOTT FARMS**
**9151 Greenspot Rd**
**Mentone, CA 92359**

**LICENSEE:** SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
Department of Public Works- Flood Control District
825 East Third Street
San Bernardino, CA 92415

**COPY TO:** SAN BERNARDINO COUNTY
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

**PREMISES:** Approximately 1 acre of raw land located at the Northeast corner of Greenspot Rd and Santa Ana Canyon Rd (APN 0297-061-54-0000)

**TERM OF LICENSE:** Two (2) years with Two (2) One-year options

**COMMENCEMENT DATE OF LICENSE:** July 1, 2026

**CONTRACT NO.**

**REV. 11/28/2012**

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## LICENSE AGREEMENT

This license agreement is made and entered into by and between Greenspot Corridor, LLC (“LICENSOR”) and San Bernardino County Flood Control District, a body politic and corporate, hereinafter designated as "COUNTY", “DISTRICT” or “LICENSEE”.

## WITNESSETH

WHEREAS, the LICENSOR owns that certain real property (the “Real Property”), commonly known as Assessor Parcel Number 0297-061-54-0000 (Exhibit “A”), located in San Bernardino County, State of California; and,

WHEREAS, LICENSOR and LICENSEE now desire to enter into a license agreement for the use of a portion of land; and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to the following:

In consideration of the covenants and agreement hereinafter contained being fully kept and performed, and in consideration of the benefits to be derived by each party, LICENSOR does hereby grant LICENSEE a non-exclusive license for all of that certain real property situated in the City of Highland, County of San Bernardino, State of California, said property is described as land used for staging equipment located northeast corner of Greenspot Rd and Santa Ana Canyon Rd, near 7 Oaks Dam (the “Premises”), as more particularly shown in Exhibit “A”.

## COVENANTS AND AGREEMENTS:

1. **USE:** The LICENSOR grants a license for the above-described Premises to LICENSEE for the purpose of staging equipment (LICENSEE's "Facilities").

2. **TERM:** The term of said license shall be a two (2) years duration commencing on July 1, 2026 and ending on June 30, 2028 ("initial term").

3. **OPTION TO EXTEND TERM:** LICENSOR gives LICENSEE the option to extend the term of the license on the same provisions and conditions, except for the annual fee for an additional two (2) one-year period ("extended terms") following expiration of the initial term, provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder, by LICENSEE giving written notice of exercise of the option to LICENSOR at least three (3) months, but not more than six (6) months, prior to the expiration of the preceding term.

4. **FEES:** LICENSEE shall pay to LICENSOR the following annual license fee (“License Fee”) of twelve thousand and 00/100 Dollars ($12,000) payable annually in advance, on or before July 1, of each License year.

5. **ALTERATIONS:** DISTRICT shall not make any structural or exterior improvement or alterations to the Premises during the License Term without LICENSOR's prior written consent. If LICENSOR does not respond within thirty (30) days after DISTRICT’s request for consent for any structural or exterior improvements or alterations, LICENSOR shall be deemed to have approved DISTRICT’s request. Upon the expiration or earlier termination of the License, such improvements or alterations shall be surrendered along with the Premises and DISTRICT shall have no removal or restoration obligation.

6. **ASSIGNMENT:** This license shall not be assigned without the express written approval of the LICENSOR.

7. **LICENSOR'S ACCESS TO PREMISES:** Upon providing not less than 24 hours prior written notice to the DISTRICT, LICENSOR reserves the right to enter upon the Premises for the purpose of inspecting the Premises for conformance to License, provided that such entry is at a date and time mutually agreed between LICENSOR and the DISTRICT.

8. **DAMAGE AND REPAIRS:**

A. LICENSOR acknowledges and agrees that the USE to be conducted on the Premises will result in disturbance of the ground and soils and the damage or destruction of the vegetation thereon, including, but not limited to ground coverings, grass and weeds, except as set forth in Paragraph 8B. Notwithstanding such disturbance, damage, or destruction, the LICENSOR further acknowledges and agrees that DISTRICT shall leave the Premises in its AS-IS condition at the end of the Term without any obligation whatsoever to repair or restore any such disturbance, damage, or destruction that occurs to the Premises or to clean-up any debris as a result of the Use.

B. DISTRICT agrees that it will not damage or destroy any existing Joshua Trees located on the Premises. To the extent that such damage or destruction occurs and is caused by DISTRICT, DISTRICT shall restore or replace the affected Joshua Tree at the Premises to the condition it substantially existed as of the commencement of this License. The parties shall coordinate to document the existing Joshua Trees on the Premises, if any.

C. DISTRICT will be responsible for any damage or repairs to concrete or asphalt in the Licensed area depicted on Exhibit A.

9. **HAZARDOUS MATERIALS:**

A. LICENSOR hereby represents and warrants to DISTRICT that, as of the Commencement Date: (i) the Premises, the Building, and the Property have not been exposed to Hazardous Substances and are free of all Hazardous Substances; (ii) neither LICENSOR nor any existing or former tenants or occupants at the Property were or are in violation of or subject to an existing, pending or threatened investigation by any governmental authority under any applicable local, state, and federal law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment, usage, or disposal of Hazardous Substances at the Premises, the Building, and the Property has been or are in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises, the Building, and the Property and the vapor, groundwater and soil on or under the Premises, the Building, and the Property is free of Hazardous Substances.

B. LICENSOR shall indemnify, defend (with counsel reasonably approved by DISTRICT), protect, and hold harmless DISTRICT and its officers, employees, agents, and volunteers and the Premises, from any and all claims, actions, losses, damages, judgments, costs, expenses, penalties, and/or liability, including, but not limited to, attorneys' and consultant's fees, arising out of or related to the existence of any Hazardous Substances located in, on, under, or about the Premises, the Building, and the Property occurring: (i) prior to the Commencement Date and (ii) during the License Term to the extent not directly and solely caused by DISTRICT. Additionally, the issuance of an order by any governmental authority directing LICENSOR or any of LICENSOR's other tenants or occupants on the Property to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by LICENSOR or any person acting under LICENSOR's direct control and authority is a default of the License, and LICENSOR shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by DISTRICT in connection with or in response to such order. LICENSOR's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by DISTRICT, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LICENSOR's obligations under this provision shall survive the expiration or early termination of the License. No termination, cancellation or release agreement entered into by DISTRICT and LICENSOR shall release LICENSOR from its obligations under the License with regard

to Hazardous Substances unless specifically agreed to by DISTRICT in writing. LICENSOR's indemnity obligation shall survive the expiration or earlier termination of the License.

C. For the purposes of this paragraph, the following definitions shall apply:

(1) "Hazardous Substance," as used in the License, shall mean any product, substance, material, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises, the Building, or the Property; (b) regulated or monitored by any governmental authority; or (c) a basis for potential liability of LICENSOR or DISTRICT under any applicable statute or common law theory.

(2) "Reportable use" shall mean: (a) the installation or use of any above- or below-ground storage tank; (b) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (c) the presence at the Premises, the Building, or the Property of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises, the Building, the Property or neighboring properties.

(3) The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

10. **IMPROVEMENTS:** All improvements to the Premises that are directly related to staging of equipment shall remain the property of LICENSEE. Upon termination of this license or any extension or renewal thereof, and the faithful performance of each and all of the terms, covenants and conditions thereof, the LICENSEE shall have the right to remove improvements directly related to staging of equipment, and shall have a period of three (3) months, after such termination, within which to complete the removal of these items. Upon such termination, if the LICENSEE does not elect to exercise such right, LICENSOR shall either require LICENSEE, at LICENSEE's expense, to remove all such items, or elect to retake possession of the Premises together with all such items which shall thereupon become the property of the LICENSOR.

11. **DEFAULT AND RIGHT TO TERMINATE:**

A. If there should be any default in payment by LICENSEE of the fee provided herein, LICENSOR may give LICENSEE written notice of such default. This license will not be terminated if within ten (10) days after receipt of such written notice the LICENSEE shall cure the default or breach.

B. If LICENSEE should fail to perform, keep or observe any of the terms, conditions or covenants as set forth in this license, other than payment of fees as provided hereinabove, LICENSOR may give LICENSEE written notice to correct such condition or cure such default.

(1) This license will not be terminated if within thirty (30) days after receipt of such written notice, the LICENSEE shall cure the condition or default.

(2) If such condition or default should continue for thirty (30) days after receipt of written notice of default, LICENSOR may at its option elect to terminate this license. Such election to terminate shall not be construed as a waiver of any claim the LICENSOR may have against LICENSEE, consistent with such termination.

(3) If, however, LICENSEE shall have commenced the elimination of such default within thirty (30) days after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.

C. Upon any termination of this license, LICENSEE covenants and agrees to surrender and to forfeit this license, and deliver up the Premises peaceably to the LICENSOR immediately upon any such termination.

D. LICENSOR'S DEFAULT. Except where another time period is specifically provided, LICENSOR shall be in default of the License if LICENSOR fails or refuses to perform any material provisions of the License and such failure or refusal to perform is not cured within thirty (30) days following LICENSOR's receipt of written notice of default from DISTRICT; provided however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, LICENSOR shall not be in default of the License if LICENSOR commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to completion, provided that such completion shall not exceed sixty (60) days after LICENSOR's receipt of DISTRICT notice.

E. DISTRICT'S REMEDIES ON LICENSOR'S DEFAULT. DISTRICT may, at any time after LICENSOR is in default beyond any applicable notice and cure period, terminate the License immediately upon written notice to LICENSOR without further liability. Alternatively, DISTRICT may, at its option and in its sole discretion, after notice to LICENSOR, cure LICENSOR's default. If DISTRICT elects to cure LICENSOR's default, LICENSOR shall reimburse DISTRICT the sum actually expended by DISTRICT (including but not limited to charges for DISTRICT employees and equipment) in curing LICENSOR's default. The sum expended by DISTRICT shall be due from LICENSOR to DISTRICT within five (5) days of notice of DISTRICT's invoice to LICENSOR along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate DISTRICT is permitted by law to charge from the date the sum was paid by DISTRICT until DISTRICT is reimbursed by LICENSOR. If LICENSOR fails to reimburse DISTRICT as required by this paragraph, DISTRICT shall have the right to withhold from future rent and other sums due the amount DISTRICT has paid until DISTRICT is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the License.

12. **HOLDING OVER:** If the LICENSEE continues in possession of the Premises after the expiration of the term or after any termination of this license prior to the expiration of the term, and if said occupancy is with the consent of the LICENSOR, then LICENSEE shall be deemed to be holding the Premises on a month-to-month basis subject to all the provisions of this license, and the annual fee payable during such period of holding over shall be the same as the annual fee most recently payable prior to the date such holding over was commenced. Either Party shall have the right to terminate the License during the Holdover Period by providing not less than thirty (30) days prior written notice to the other Party.

13. **LICENSES AND CERTIFICATIONS:** LICENSEE agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for carrying out the purpose of this license.

14. **INDEMNIFICATION:** DISTRICT agrees to indemnify and hold harmless the LICENSOR, its officers, employees, agents and volunteers from any and all liability for injury to persons and damage to property arising out of any negligent act or omission of the DISTRICT, its officers, employees, agents or volunteers in connection with the Property. LICENSOR agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the License from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnities. LICENSOR's indemnification obligation applies to DISTRICT's "active" as well as "passive" negligence but does not apply to DISTRICT's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provision of the License shall survive the expiration or earlier termination of the License.

15. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. LICENSEE is a self-insured public entity for purposes of professional liability, general liability and workers' compensation.

B. LICENSOR agrees to provide insurance set forth in accordance with the requirements herein. If LICENSOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LICENSOR agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, LICENSOR shall secure and maintain throughout the License Term the following types of insurance with limits as shown:

(1) Commercial/General Liability Insurance – LICENSOR shall carry General Liability Insurance covering all operations performed by or on behalf of LICENSOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

(a) Premises operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Explosion, collapse and underground hazards.
(e) Personal injury
(f) Contractual liability.
(g) $2,000,000 general aggregate limit.

(2) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

C. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming DISTRICT and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the License. The additional insured endorsements shall not limit the scope of coverage for DISTRICT to vicarious liability but shall allow coverage for DISTRICT to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

D. Waiver of Subrogation Rights – LICENSOR shall require the carriers of required coverages to waive all rights of subrogation against DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LICENSOR and LICENSOR's employees or agents from waiving the right of subrogation prior to a loss or claim. LICENSOR hereby waives all rights of subrogation against DISTRICT.

E. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by DISTRICT.

F. Severability of Interests – LICENSOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between LICENSOR and DISTRICT or between DISTRICT and any other insured or additional insured under the policy.

G. Proof of Coverage – LICENSOR shall furnish Certificates of Insurance to COUNTY's RESD administering the License evidencing the insurance coverage at the time the License is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY RESD, and LICENSOR shall maintain such insurance from the time the License is executed until the expiration or earlier termination of the License. Within fifteen (15) days of the

Commencement Date, LICENSOR shall furnish a copy of the declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H. Acceptability of Insurance Carrier – Unless otherwise approved by COUNTY's Director of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

I. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by COUNTY's Director of Risk Management.

J. Failure to Procure Coverage – All insurance required must be maintained in force at all times by LICENSOR. In the event that any policy of insurance required under the License does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to cancel the License or obtain insurance if it deems necessary and any premiums paid by DISTRICT will be promptly reimbursed by LICENSOR or DISTRICT payments to LICENSOR will be reduced to pay for DISTRICT purchased insurance.

K. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever COUNTY's Director of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if COUNTY's Director of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the License. LICENSOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY RESD or COUNTY.

L. DISTRICT shall have no liability for any premiums charged for such coverage(s). The inclusion of DISTRICT as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSOR in LICENSOR's operations.

16. **TAXES, ASSESSMENTS AND LICENSES:** LICENSOR shall, at its sole cost and expense, pay, prior to delinquency, any and all real property taxes and general and special assessments levied and assessed against the Premises and all improvements thereon. LICENSOR understands Section 107 of the California Revenue and Taxation Code and is solely responsible for determining tax consequences, if any, of licensing to DISTRICT its use of the Premises. DISTRICT has no obligation to LICENSOR under this provision.

17. **BUILDING AND SAFETY REQUIREMENTS:** All activities under this license must conform to all applicable rules, regulations, laws, ordinances, codes, statutes or orders of any governmental authority, Federal, State or local lawfully exercising authority over LICENSEE's operations.

18. **GENERAL COVENANTS AND AGREEMENTS:**

A. LICENSEE agrees not to use said Premises, or any part thereof, for any purpose which causes injury to any neighboring property, nor for any purpose in violation of valid applicable laws or ordinances.

B. Uses granted to LICENSEE under this license are valid only to the extent of the LICENSOR's existing rights and may be subject to other existing easements and encumbrances. Rights granted to the LICENSEE are not exclusive.

19. **TERMINATION:** Either party may terminate this license at any time by giving the other party written notice of any termination pursuant to this paragraph at least ninety (90) days prior to the date of termination. LICENSEE shall perform all necessary removals or relocation within said ninety (90) days.

20. **INCORPORATION OF PRIOR AGREEMENT:** This license contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this license, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

21. **WAIVERS:** No waiver by either party of any provisions of this license shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

22. **AMENDMENTS:** No provision of this license may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this license.

23. **SUCCESSORS:** This license shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

24. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

25. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold such consent or approval.

26. **EXHIBITS:** All exhibits referred to are attached to this license and incorporated by reference.

27. **LAW AND VENUE:** This license shall be construed and interpreted in accordance with the laws of the State of California. The parties acknowledge and agree that the License was entered into and intended to be performed in the County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to the License will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning the License, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

28. **CAPTIONS AND COVER PAGE:** The paragraph captions and the cover page of this license shall have no effect on its interpretations.

29. **SEVERANCE:** If any provision of this license is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this license, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the license is not frustrated. It is the intention of the parties hereto that if any provision of this license is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

30. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) LICENSOR working days from the time of mailing if mailed as provided in this paragraph.

| | |
|---|---|
| LICENSOR address: | Greenspot Corridor, LLC<br>9151 Greenspot Rd<br>Mentone, CA 92359 |
| COPY TO: | Arnott Farms<br>9151 Greenspot Rd<br>Mentone, CA92359 |
| LICENSEE's address: | San Bernardino County Flood Control District<br>Department of Public Works Flood Control District<br>825 East Third Street<br>San Bernardino, CA 92415 |
| COPY TO: | San Bernardino County<br>Real Estate Services Department<br>385 North Arrowhead Avenue, Third Floor<br>San Bernardino, CA 92415-0180 |

31. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this license, will survive the termination of this license.

32. **FORMER DISTRICT OR COUNTY OFFICIALS:** LICENSOR agrees to provide or has already provided information on former DISTRICT or County administrative officials (as defined below) who are employed by or represent LICENSOR. The information provided includes a list of former DISTRICT or County administrative officials who terminated DISTRICT or County employment within the last five years and who are now officers, principals, partners, associates or members of LICENSOR. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of LICENSOR. For purposes of this provision, "DISTRICT administrative official" or "County administrative official" is defined as a member of DISTRICT or County Board of Supervisors or such officer's staff, DISTRICT or County Administrative Officer or member of such officer's staff, DISTRICT or County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "B", List of Former DISTRICT or County Officials.)

33. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto.

34. **MATERIAL MISREPRESENTATION:** If during the course of the administration of this license, the LICENSEE determines that the LICENSOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the LICENSEE, this license may be immediately terminated. If this license is terminated according to this provision, the LICENSEE is entitled to pursue any available legal remedies.

35. **INTERPRETATIONS:** As this agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

36. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LICENSOR has disclosed to the County using EXHIBIT C – Levine Act Campaign Contribution Disclosure, whether it has made any campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within

the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this License, the LICENSOR will provide the County a written statement disclosing any campaign contribution(s) of more than $500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LICENSOR or by a parent, subsidiary or otherwise related business entity of LICENSOR.

37. **PUBLIC RECORDS DISCLOSURE**. LICENSOR acknowledges and agrees that all information received by COUNTY from LICENSOR or any source concerning the License or the Property, including the License itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 7920.000 et seq.), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). LICENSOR further acknowledges and agrees that, although all information received by COUNTY in connection with the License or the Property are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event LICENSOR, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the License or the Property be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify LICENSOR of said request and shall thereafter disclose the requested information unless LICENSOR, within five (5) days of COUNTY's notice of such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the License, if COUNTY does not notify LICENSOR of such disclosure request or if COUNTY does not deem LICENSOR's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and LICENSOR waives any and all such claims against COUNTY. LICENSOR's indemnity obligation shall survive the expiration or earlier termination of the License.

38. **COUNTERPARTS:** This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request.

39. **AUTHORIZED SIGNATORS:** Both parties to this license represent that the signators executing this document are fully authorized to enter into this agreement.

**END OF LICENSE.**

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Dawn Rowe, Chair

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board

By _____
Deputy

GREENSPOT CORRIDOR, LLC
*(Print or type name of corporation, company, contractor, etc.)*

By _____
*(Authorized signature - sign in blue ink)*

Name Ron Dean Arnott
(*Print or type name of person signing contract)*

Title Manager
*(Print or Type)*

Dated: _____

Address _____

**FOR COUNTY USE ONLY**

| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|---|---|---|
| ► | ► | ► |
| John Tubbs II, Deputy County Counsel | | John Gomez, Real Property Manager, RESD |
| Date | Date | Date |

**EXHIBIT A**

**SITE MAP**

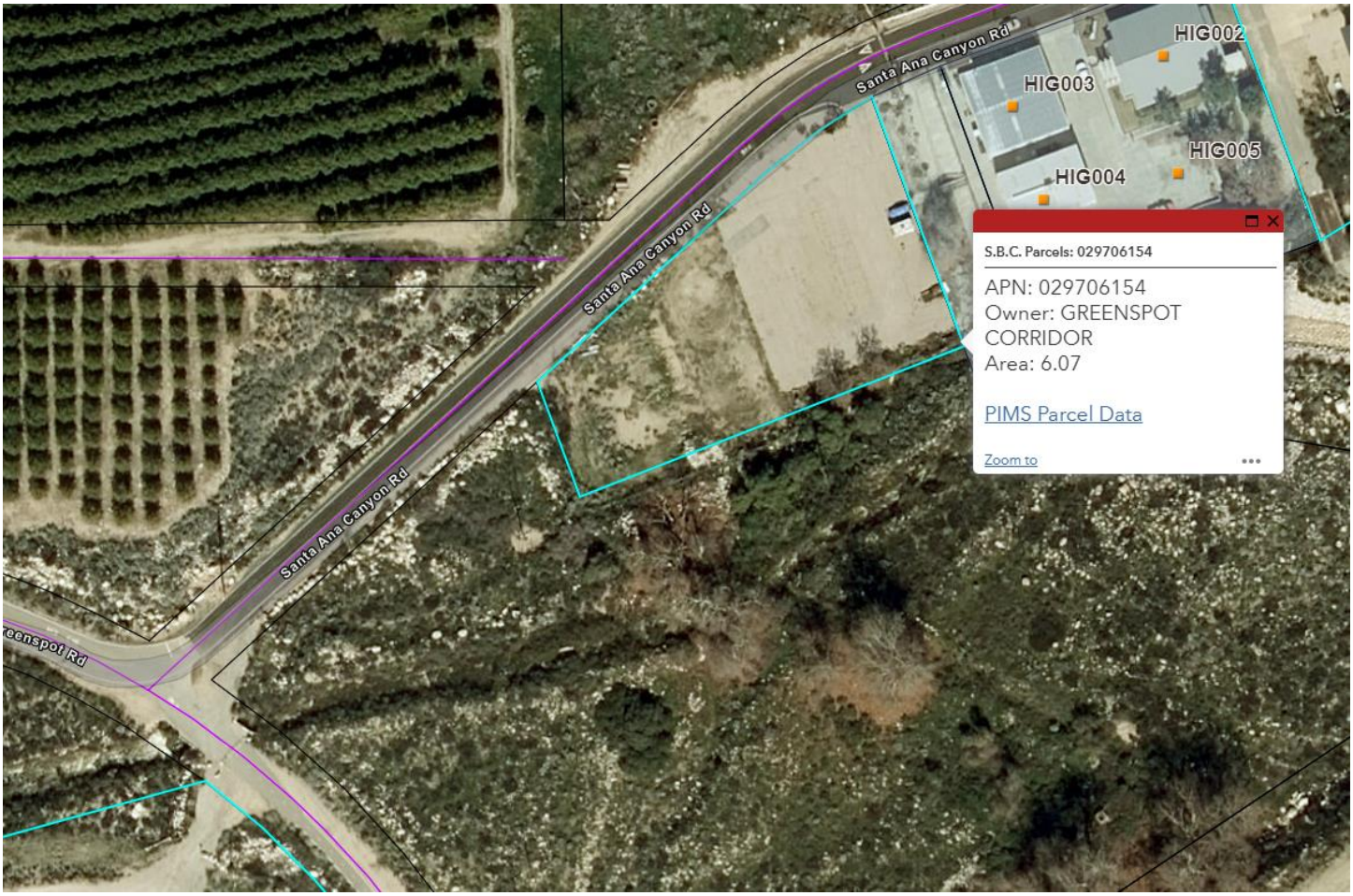

**EXHIBIT "B"**

**LIST OF FORMER DISTRICT OR COUNTY OFFICIALS**

**INSTRUCTIONS: List the full name of the former DISTRICT and COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY or DISTRICT, the date the Official terminated DISTRICT or COUNTY employment, the Official's current employment and/or representative capacity with the LICENSOR, the date the Official entered LICENSOR's employment and/or representation.**

| OFFICIAL'S NAME: | REQUIRED INFORMATION |
|---|---|

LICENSOR hereby certifies the information it has provided in this Exhibit "B" is true, complete, and accurate.

**LICENSOR:**

By: _____
(Name)

Title: _____

Date: _____

**EXHIBIT C**

# Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under $50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or $50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

**DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

(1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**LICENSOR must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of LICENSOR: Greenspot Corridor

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☑

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

   _____

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|---|---|
| Greenspot Corridor LLC | member |
| | |

6. Name of agent(s) of LICENSOR:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|---|---|---|
| | | |
| | | |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|---|---|---|
| | | |
| | | |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively

support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|---|---|
| | |
| | |

9. Was a campaign contribution, of more than $500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☑

Yes ☐ **If yes**, please provide the contribution information in Question 11.

10. Has an agent of LICENSOR made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☑ If no, please skip question 11.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, LICENSOR certifies that the statements made herein are true and correct. LICENSOR acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. LICENSOR understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.