

**LICENSE AGREEMENT
(Basin No. 109)**

This Agreement is made this _____ day of _____, 2020, by and between KAWEAH DELTA WATER CONSERVATION DISTRICT (hereinafter referred to as "District") and the YANEZ CONSTRUCTION. (hereinafter referred to as "Licensee").

RECITALS

A. District is the owner of fee title to a groundwater recharge basin (hereinafter referred to as "Basin") located on the real property described on Exhibit A attached hereto;

B. Licensee desires to extract dirt from the Basin;

C. District desires to continue to put water in the Basin for groundwater recharge and also for floodwater management; and

D. District and Licensee have reached an agreement regarding Licensee extracting dirt from the Basin without disrupting the District's continued use of the Basin, which agreement the parties now desire to set forth in writing,

NOW, THEREFORE, in and for consideration of mutual covenants, conditions and promises hereinafter set forth, the parties hereto hereby agree as follows:

1. **Grant of License.** District grants to Licensee a license (hereinafter referred to as the "License") to remove dirt from the Basin. Licensee may not use the Basin for any other purpose without first obtaining the District's prior written consent.

2. **License Not Assignable.** The License is personal to Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in either the Basin or the parcel of property on which it is located is created or vested in Licensee by grant of this License.

3. **Revocation.** District may revoke the License at will, for any reason, whatsoever, by having a written revocation notice served on Licensee as hereinafter provided in section 12, at least thirty (30) days prior to the termination date specified in such notice.

4. **Payment.** Licensee is not required to pay for the material that Licensee removes from the Basin.

5. **Use of Basin.** The District will continue to use the Basin for groundwater recharge and, at times, floodwater management. Licensee, in exercising its rights under this License, will do nothing that will impair or impede District's continuing use of the Basin for its aforementioned purposes. Licensee will be responsible for the

development of any necessary plans and specifications for the removal of earth and reshaping on the Basin at Licensee 's expense. All such plans and specifications will be reviewed and approved by the District before being used for bidding or construction purposes. At the time Licensee use of the Basin ends, Licensee shall leave the Basin in at least as good condition as before such use. Licensee shall obtain a mining permit, if any is needed, do all environmental work in compliance with the California Environmental Quality Act, and do all other things required by applicable statutes, regulations and ordinances in connection with its exercise of its rights under this License Agreement to remove dirt from the Basin.

6. **Compliance with Law.** While exercising any of its rights under this License, Licensee shall comply with all applicable state and federal laws and regulations, together with any pertinent county ordinances, applicable to the use of the Basin by Licensee.

7. **Relationship of Parties.** In the exercise of their respective rights and obligations under this Agreement, the District and Licensee each act in an independent capacity, and neither is to be considered the officer, agent or employee of the other.

8. **Indemnification.** To the fullest extent permitted by law, Licensee shall indemnify and hold harmless and defend District, its directors, officers, employees, agents contractors, and authorized volunteers, and each of them, from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person and damages to or destruction of property, arising out of or in any manner directly or indirectly connected with use by Licensee of the License, however caused, regardless of any negligence or reckless conduct of District or its directors, officers, employees, agents, contractors and authorized volunteers, except for the willful misconduct of District or its directors, officers, employees, agents, contractors and authorized volunteers;

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance of which is the responsibility of Licensee;

Licensee shall defend, at Licensee 's own cost, expense and risk, any and all such above-described lawsuits, actions or other legal proceedings of every kind that may be brought or instituted against District or its directors, officers, employees, agents, contractors and authorized volunteers.

Licensee shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, agents, contractors and authorized volunteers, in any and all such above-described lawsuits, actions or other legal proceedings.

Licensee shall reimburse District or its directors, officers, employees, agents, contractors and authorized volunteers, for any and all legal expenses and Licensee incurred by each or any of them in connection with any and all such above-described lawsuits, actions or other legal proceedings or in enforcing any indemnity herein provided.

9. **Insurance.** Licensee shall maintain commercial general liability and automobile liability insurance, each in the amount of \$1 million per occurrence or accident, for bodily injury, personal injury and property damage. Both policies are to contain, or be endorsed to contain provisions giving the District, its directors, officers, employees and authorized volunteers insured status (via ISO endorsement CG 2026 or insurers' equivalent for general liability coverage). The insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by the District. Licensee shall, upon demand of the District, deliver to the District such policy or policies of insurance, including renewal certificates, and the receipts for payment of premiums as may be required to prove compliance with the foregoing provisions. In the event that Licensee employs any contractors, sub-contractors or others to work on the Basin, it shall be the responsibility of Licensee to require and confirm that each such person or entity meets the above-referenced insurance requirements.

10. **Attorney Fees.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney fees, court costs and other expenses incurred in the action or proceeding by the prevailing party.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between Licensee and the District relating to the License. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

12. **Notices.** Any and all notices between the parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to a party hereto, or, in lieu of such service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

District:
KAWEAH DELTA WATER CONSERVATION DISTRICT
2975 N. Farmersville Blvd.
Farmersville, CA 93223

Licensee:
YANEZ CONSTRUCTION
42931 Road 52
Reedley, CA 93654

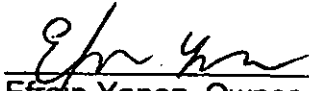
13. **Amendment.** Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both Licensee and the District.

14. **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other applications thereof shall not in any way be affected or impaired thereby, and such invalidity shall be construed and limited as narrowly as practicable.

IN WITNESS WHEREOF, the parties hereto have executed this document to be effective on the date first above written.

Licensee:

YANEZ CONSTRUCTION

By 
Efrain Yanez, Owner

District:

KAWEAH DELTA WATER
CONSERVATION DISTRICT

By _____
Don Mills, President

By _____
Mark Larsen, Secretary

EXHIBIT A

Real property situated in the County of Tulare, State of California, described as follows:

PARCEL 1:

APN 113-010-017

All of Section 7 lying South and East of the center line of the Long Cut Canal, Township 18 South, Range 27 East, Mount Diablo Base and Meridian, County of Tulare, State of California.

Together with that portion of the East half of Section 7 and the West half of Section 8, Township 18 South, Range 27 East, Mount Diablo Base and Meridian, County of Tulare, State of California, lying West of the following described line:

Beginning at the Southwest corner of said Section 8; thence North 0°59'30" East, 1742.04 feet to the meander corner; thence North 2°05'00" West 3745.06 feet to the Northwest corner of said Section 8, as said line is described in licensed survey, recorded May 31, 1962, Book 9, Page 99 of Licensed Surveys.

Excepting therefrom that portion of the East half of Section 7 and the West half of Section 8, Township 18 South, Range 27 East, Mount Diablo Base and Meridian, County of Tulare, State of California, lying East of the following described line:

Beginning at the Southwest corner of said Section 8; thence North 0°59'30" east 1742.04 feet to the meander corner; thence North 2°05'00" West 3745.06 feet to the Northwest corner of said Section 8, as said line is described in licensed survey, recorded May 31, 1962, in Book 9, Page 99 of Licensed Surveys.

And also excepting therefrom that portion lying North of the center line of the Kaweah River.

PARCEL 2:

APN 113-280-008 & 009

That portion of the North half of Section 18, lying North of the center line of the County Road, in Township 18 South, Range 27 East, Mount Diablo Base and Meridian. Except that portion of the West side of Section 18 previously deeded to the State of California for use as a State Highway.