

Public Records Request #6398

Community and Economic Development Department (CEDD)

- a. REQUEST ALL RECORDS FOR THE AGREEMENT WITH OCTA LEASE AGREEMENT FOR GARDEN GROVE FROM NELSON TO BIXBY/BROOKURST FOR THE OLD PACIFIC ELECTRIC RAIL. Congressional Medal of Honor Bike and Pedestrian Trail, from Stanford Avenue to Brookhurst Street,

Attachment 1: Fully Executed License Agreement including the First Amendment between OCTA and the City of Garden Grove for the Congressional Medal of Honor Bike and Pedestrian Trail, from Stanford Avenue to Brookhurst Street.

**ORANGE COUNTY TRANSPORTATION AUTHORITY -
FIRST AMENDMENT TO AMENDED AND RESTATED LICENSE AGREEMENT**

This **FIRST AMENDMENT TO AMENDED AND RESTATED LICENSE AGREEMENT** ("First Amendment") is made and entered into as of March 20, 2019, by and between the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public entity ("OCTA"), and the **CITY OF GARDEN GROVE**, a California municipal corporation ("Licensee" or "City"), this being designated PE01-194-A to that certain *Amended and Restated License Agreement* designated PE01-194 and dated as of November 8, 2017 ("Agreement").

RECITALS

A. All capitalized terms used in this First Amendment shall have the same meanings ascribed to them in the Agreement, unless otherwise defined herein. Except as specifically modified by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect; and the Agreement and this First Amendment, together, are referred to herein as the "License". OCTA and City may be referred to together in this First Amendment as the "Parties" or individually as a "Party".

B. The City and OCTA entered into the original Agreement by which the OCTA granted to the City a License on certain License Property for construction maintenance and use and maintenance of a bikeway and pedestrian walkway (the "Bikeway" therein).

C. City has obtained funding to undertake and complete the Bikeway, which includes without limitation federal and state grants that are to be administered by the State of California, Department of Transportation ("CalTrans") subject to certain laws, regulations and application mandates, including the local assistance procedure manual (together, "Grant Requirements").

D. Prior to the Effective Date of this First Amendment and as requested by OCTA, the City provided supporting documentation about the scope of and useful life of the Bikeway.

AGREEMENT

When accepted by both Parties as indicated below, this First Amendment sets forth the following modifications and conditions to the numbered Parts, Sections and Subsections of the Agreement and the Parties agree as follows:

Section1. The following sections and subsections of *Part I, Basic License Provisions*, of the Agreement are amended by this First Amendment as follows:

(a) Section 3, *Commencement Date*. The Effective Date of the License is March 20, 2019.

(b) Section 4, *Term*. The term of the License, as amended, shall be extended for twenty (20) years that shall commence on March 20, 2019 and terminate effective February 28 2039.

Section2. The following sections and subsections of *Part II, General License Provisions*, of the Agreement are amended by this First Amendment as follows:

- (a) Section 1, subsection 1.2 *License/Term* is deleted in full.
- (b) Section 13, *Breach*, subsections (a) and (b) are amended in full to read as follows:

"(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to OCTA upon demand. OCTA shall notice the Licensee in writing of any deficiencies and request the appropriate repairs or improvement be made prior to OCTA performing the work and billing the Licensee. If the Licensee fails to act within sixty (60) days or if such breach cannot be cured within such sixty (60) day period then if Licensee fails to reasonably prosecute the cure of the breach, then OCTA can cause the work to be done and demand payment from the Licensee if warranted, or

(b) with written notice or demand, and Licensee's failure to cure the breach within sixty (60) days of such written notice being given, or if such breach cannot be cured within such sixty (60) day period then if Licensee fails to reasonably prosecute the cure of the breach, OCTA may terminate this License and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee or any other person occupying the License Property, by any lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the rights and remedies that OCTA or SCRRA may have under this License, at law or in equity by reason of Licensee's default. Notwithstanding the foregoing, if Licensee's breach involves a significant impact to public health, welfare or safety, OCTA may require in writing that the Licensee cure the breach in a lesser period."

- (c) Section 21. *Subordinate Rights* is amended in full to read as follows:

"21. *Subordinate Rights*. This License and the rights granted herein to Licensee are subject and subordinate to the prior and continuing rights and/or obligations of OCTA, its successors, assigns and permittees, to use the OCTA Property in the exercise of its powers and in the performance of its duties, or for any other purpose, including, but not limited to, those as a public transportation body. Accordingly, there is reserved and retained unto OCTA, its successors, assigns, and permittees, the right to construct, reconstruct, maintain, improve, and otherwise use the right of way for any transportation, communication, pipeline, and other facilities and appurtenances in, upon, over, under, across and along the OCTA Property, and to otherwise use the OCTA Property, and in connection therewith the right of OCTA, its successors and assigns, to grant and convey to others, rights to and interests in the OCTA Property on or about the License Property and in the vicinity of the Facility. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("Title Exceptions"), which may affect the OCTA Property or License Property now or hereafter, and no provision of this Agreement shall be construed as a covenant or warranty against the existence of any such present or future title exceptions, whether or not arising out of the actions of OCTA, its successors, or

assigns. OCTA makes no representations or warranties of any kind with regard to title to the License Property. The Licensee shall not be obligated to pay for any future improvements or modifications to the License Property area unless made necessary by or voluntarily initiated by the Licensee as part of the Facility. Notwithstanding the foregoing, any future rights granted by OCTA within the License Property that interferes with the use of the License Property by Licensee shall be subordinate to the Licensee's license granted herein unless otherwise agreed to in writing by the Licensee, which shall not be unreasonably withheld. OCTA shall permit Licensee to operate and maintain the proposed bicycle, pedestrian path and all of its appurtenances for the duration of the term of the Agreement. Should a conflict arise between a proposed future OCTA project within the same right of way, for the duration of the License OCTA shall:

- a) contact the Licensee in writing during the planning stages of OCTA's future project as to the nature and possible impact of the project and provide updates at meaningful milestones,
- b) work to minimize the future project's impact to Licensee's facilities,
- c) provide reasonable time for the Licensee to prepare plans, advertise, award a contract and make physical changes to Licensee's facilities in keeping with State Laws and Garden Grove Municipal Code.

(d) Section 25, subsection 25.13, *Termination for Public Project* is hereby deleted if full.

Section3. Exhibit "C" to the Agreement is hereby amended to add a new paragraph 9 as follows:

"9. OCTA hereby agrees to cooperate with the Licensee to implement the District 1 and 2 Bikeways Feasibility Study, dated July 2014, as presented by the Licensee and approved by OCTA. In addition, Licensee agrees to cooperate in the design, construction, maintenance and overall implementation of any future transit related projects that may impact the use of the license property. The Licensee agrees to amend the license if needed, to accommodate any future projects that may be recognized to facilitate the needs of any such future transit project."

Section4. Full Force and Effect. Except to the extent amended and extended hereby, the License remains in full force and effect.

[Signatures on next page]

**SIGNATURE BLOCKS:
FIRST AMENDMENT TO AMENDED AND RESTATED LICENSE AGREEMENT**

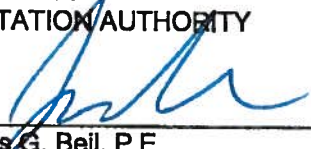
AGREED AND ACCEPTED:

CITY OF GARDEN GROVE

By: 
Scott Stiles, City Manager


Date: 2/27/19


**ORANGE COUNTY
TRANSPORTATION AUTHORITY**

By: 
James G. Beil, P.E.
Executive Director, Capital Programs

Date: 3/20/19

APPROVED AS TO FORM:

By: 
Celeste Brady, Special Counsel
Stradling Yocca Carlson & Rauth

By: 
Teresa Pomeroy, City Clerk

APPROVED AS TO FORM:

By: 
Rick E. Rayl, Special Counsel
NOSSAMAN LLP

By: _____
Clerk, OCTA

**ORANGE COUNTY TRANSPORTATION AUTHORITY
LICENSE AGREEMENT**

This Amended and Restated License Agreement ("Agreement") is made and entered into as of November 8, 2017, by and between the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public entity ("OCTA") and the **CITY OF GARDEN GROVE**, a California municipal corporation ("Licensee"), to replace, amend, and restate in its entirety that certain original License Agreement entered into by the parties dated July 8, 2014, and any subsequent amendments thereto, and therefore, in consideration of the agreements, covenants, terms and conditions below, the parties agree as follows:

PART I. - BASIC LICENSE PROVISIONS

1. **Description of License Property:** A portion of the OCTA railroad right of way from Brookhurst Street to Nelson Street in the City of Garden Grove as shown in Exhibit "A" and depicted in Exhibit "B" ("Pedestrian Pathway on the OCTA ROW") attached hereto and incorporated herein.
2. **Use of License Property:** Construction, maintenance and use by the public as a bikeway and pedestrian walkway and associated appurtenances only, and no other uses.
3. **Commencement Date:** November 8, 2017.
4. **Term:** The Term of the License shall be five years, Commencing on the Commencement Date and ending _____ 2022, unless terminated sooner by OCTA as provided in Item 1.2 or Item 25.13 of the General License Provisions.
5. **License Fee: One -Time Fee:** \$1,500.00
6. **Insurance Requirements:** Insurance requirements are detailed in Section 17, Insurance, attached hereto and incorporated herein by reference.
7. **OCTA's Address:**
 ORANGE COUNTY TRANSPORTATION AUTHORITY
 550 S. Main Street
 P. O. Box 14184
 Orange, CA 92863-1584
8. **Licensee's Address:**
 CITY OF GARDEN GROVE
 Attn: City Clerk
 11222 Acacia Parkway,
 Garden Grove, CA 92840

9. **Facility:** (Hereinafter referred to as "Bikeway" or "Facility"):

Bicycle and pedestrian pathways improved with asphalt surfaces and decomposed granite, respectively and appurtenant improvements as shown in Exhibit "A" and depicted in Exhibit "B".

PART II - GENERAL LICENSE PROVISIONS

1. **License/Term.**

1.1 **License.** OCTA hereby grants to Licensee a non-exclusive license to use the real property owned by OCTA described on the attached Exhibit "B" and incorporated herein by reference, and described in Item 1 of the Basic License Provisions (the "License Property"), for the limited purpose of construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Bikeway"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this Agreement, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties"), subject to the provisions hereof, may have reasonable rights of entry and access onto the License Property. The License Property, adjoining real property (or any interest therein) of OCTA and personal property of OCTA located thereon shall hereinafter collectively be referred to as OCTA Property ("OCTA Property").

1.2 **Term of Agreement.** The term of this Agreement ("Term") shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. If Item 4 of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4; provided, however, that OCTA shall have the right to, without cost or liability to OCTA, terminate this Agreement, relocate, alter, and/or make other changes to the License Property as required by OCTA at Licensee's sole cost and expense prior to the date specified in Item 4 as further specified in Item 25.13, by delivering one hundred eighty (180) days' prior written notice to Licensee, provided that OCTA, in its sole, reasonable judgment, determines that it is required to carry out a public project. Further, the parties agree this Agreement shall automatically extend and continue on a month-to-month basis with the same termination notice period as set forth above after the expiration of the term specified in Item 4; provided that OCTA has not earlier terminated this Agreement due to its need for the License Property for a public project.

1.3 **Condition of Premises.** Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this license is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in a condition which is satisfactory to Licensee as of the Commencement Date.

2. Payments

2.1 License Fee. As consideration for the rights given hereunder, Licensee agrees to pay to OCTA the License fee specified in Section 5 of the Basic License Provisions. The one time License fee is due and payable upon execution of this Agreement.

2.2 License Fee Adjustment. Reserved.

3. Taxes. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility and its operations, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of the Licensee's use of the License Property, or the Facility.

4. Construction. All construction work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the OCTA's rules and regulations), and (c) in a manner which (i) meets or exceeds the then applicable standards of the industry for such construction work, and (ii) is satisfactory to OCTA. Prior to commencement of any construction, maintenance, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to OCTA for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by OCTA. In addition, Licensee shall provide OCTA and all holders of underground utility facilities located within the License Property with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify OCTA's representative personally or by phone prior to commencing any Work. Unless otherwise requested by OCTA, upon completion of any Work, Licensee shall restore the OCTA Property to its condition immediately preceding the commencement of such Work.

5. Contractors-Approval and Insurance. Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by OCTA. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect, throughout the term of such Work, insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as described Section 17, attached hereto and incorporated herein by reference. Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (a) be involved with such Work, or (b) may, for any reason, need to enter onto the License Property, to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as described in Section 14, attached hereto and incorporated herein by reference. OCTA reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement on the Work to be performed on the License Property.

6. **Community Concerns.** Licensee shall be responsible for addressing any community concerns and questions relating to the Bikeway, and any Work performed on License Property including, without limitation, termination of existing leases, and ongoing maintenance of the License Property and the removal of the Bikeway at the termination of this Agreement, as provided in Section 14.

7. **Reimbursement.** Licensee agrees to reimburse OCTA for all reasonable costs and expenses incurred by OCTA in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by OCTA in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along OCTA's tracks, furnishing of watchmen, flagmen and inspectors as OCTA deems necessary and such other items or acts as OCTA in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

8. **Liens.** Licensee will fully and promptly pay for all materials joined or affixed to Facility or the Licensed Property, and fully and promptly pay all persons who perform labor upon said Facility or the Licensed Property. Licensee shall not suffer or permit to be filed or enforced against the Licensed Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by OCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend OCTA from all obligations and claims made against OCTA for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of OCTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to OCTA in compliance with applicable California law. If Licensee does not discharge any mechanic's liens or stop notice for works performed for Licensee, OCTA shall have the right to discharge same (including by paying the claimant), and Licensee shall reimburse OCTA for the cost of such discharge within ten (10) business days after billing. OCTA reserves the right at any time to post and maintain on the OCTA Property and on the Licensed Property such notices as may be necessary to protect OCTA against liability for all such liens and claims.

9. **Maintenance and Repair.** Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a condition satisfactory to OCTA during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to OCTA's satisfaction. Licensee shall be responsible for any citations issued by any agency having jurisdiction as a result of Licensee's failure to comply with any local, state or federal laws or codes. If any portion of the OCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any test or investigations conducted upon the License Property, Licensee shall, at its own cost and expense,

immediately repair all such damage and restore the OCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by an excavation by Licensee or Licensee's Parties.

10. Landscaping and Protective Fencing. If required by OCTA, Licensee, at its sole cost and expense, shall install barrier fencing and/or landscaping to shield the railroad track area from public access and/or the Facility from public view. OCTA shall have the right to review and approve fencing and/or landscaping plans prior to installation. All fencing and/or landscaping work shall be done in accordance with the provisions of Sections 4 and 5 above and will be subject to the maintenance and repair provisions of Section 9 above.

11. Use. The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or the Bikeway without OCTA's prior review and written approval.

12. Abandonment. Should Licensee at any time abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, OCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement. OCTA, at its option, may remove any improvements remaining on the abandoned property, at Licensee's expense.

13. Breach. Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, OCTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to OCTA upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee or any other person occupying the License Property, by any lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the rights and remedies that OCTA may have under this Agreement, at law or in equity by reason of Licensee's default or of such termination.

14. Surrender. Upon termination of this Agreement, unless otherwise requested in writing by OCTA to leave all, or any portion of, the Facility in place on OCTA Property prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the OCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, OCTA may at its option (a) perform the same at Licensee's expense, which costs Licensee agrees to pay to OCTA on demand, or (b) assume title

and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the OCTA Property is restored.

15. Indemnification (Government Code sections 895 et seq).

15.1 By Licensee. Licensee agrees to indemnify, defend (with counsel reasonably acceptable to OCTA) and hold harmless OCTA and OCTA's officers, elected officials, directors, agents, and employees from and against any and all claims due to (a) the negligence or intentional misconduct of the Licensee, its agents, representatives, employees, or contractors (except to the extent caused by the negligence or intentional misconduct of OCTA or its employees, agents, representatives or contractors), or (b) any breach of any covenant or representation of Licensee made in this Agreement.

15.2 By OCTA. OCTA agrees to indemnify, defend (with counsel reasonably acceptable to Licensee) and hold harmless Licensee and its officers, directors, elected officials, agents, and employees from and against any and all claims due to (a) the negligence or intentional misconduct of OCTA, its agents, representatives, employees, or contractors (except to the extent caused by the negligence or intentional misconduct of City or its employees, agents, representatives or contractors, or (b) any breach of any covenant or representation of OCTA made in this Agreement.

16. Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including, without limitation, the Facility, the License Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the OCTA Property, accident, fire or other casualty on the OCTA Property, or electrical discharge, noise or vibration resulting from OCTA's transit operations on or near the OCTA Property. The term "OCTA" as used in this section shall include: (a) any transit or rail-related company validly operating upon or over OCTA's tracks or other property, and (b) any other persons or companies employed, retained or engaged by OCTA. Licensee, on behalf of itself and its officers, agents and employees as a material part of the consideration for this Agreement, hereby waives all claims and demands against OCTA for any such loss, damage or injury of Licensee and/or its officers, agents and employees.

Licensee accepts the risk that the facts or the law may later turn out to be different than Licensee understands them to be at this time and acknowledges that this assumption of risk and waiver will not be affected by such different state of facts or law.

17. Insurance.

A. Licensee shall procure and maintain insurance coverage or evidence of self-insurance during the entire term of this Agreement. Licensee shall provide the following coverage:

immediately repair all such damage and restore the OCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by an excavation by Licensee or Licensee's Parties.

10. **Landscaping and Protective Fencing.** If required by OCTA, Licensee, at its sole cost and expense, shall install barrier fencing and/or landscaping to shield the railroad track area from public access and/or the Facility from public view. OCTA shall have the right to review and approve fencing and/or landscaping plans prior to installation. All fencing and/or landscaping work shall be done in accordance with the provisions of Sections 4 and 5 above and will be subject to the maintenance and repair provisions of Section 9 above.

11. **Use.** The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or the Bikeway without OCTA's prior review and written approval.

12. **Abandonment.** Should Licensee at any time abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, OCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement. OCTA, at its option, may remove any improvements remaining on the abandoned property, at Licensee's expense.

13. **Breach.** Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, OCTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to OCTA upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee or any other person occupying the License Property, by any lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the rights and remedies that OCTA may have under this Agreement, at law or in equity by reason of Licensee's default or of such termination.

14. **Surrender.** Upon termination of this Agreement, unless otherwise requested in writing by OCTA to leave all, or any portion of, the Facility in place on OCTA Property prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the OCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, OCTA may at its option (a) perform the same at Licensee's expense, which costs Licensee agrees to pay to OCTA on demand, or (b) assume title

and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the OCTA Property is restored.

15. Indemnification (Government Code sections 895 et seq).

15.1 By Licensee. Licensee agrees to indemnify, defend (with counsel reasonably acceptable to OCTA) and hold harmless OCTA and OCTA's officers, elected officials, directors, agents, and employees from and against any and all claims due to (a) the negligence or intentional misconduct of the Licensee, its agents, representatives, employees, or contractors (except to the extent caused by the negligence or intentional misconduct of OCTA or its employees, agents, representatives or contractors), or (b) any breach of any covenant or representation of Licensee made in this Agreement.

15.2 By OCTA. OCTA agrees to indemnify, defend (with counsel reasonably acceptable to Licensee) and hold harmless Licensee and its officers, directors, elected officials, agents, and employees from and against any and all claims due to (a) the negligence or intentional misconduct of OCTA, its agents, representatives, employees, or contractors (except to the extent caused by the negligence or intentional misconduct of City or its employees, agents, representatives or contractors), or (b) any breach of any covenant or representation of OCTA made in this Agreement.

16. Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including, without limitation, the Facility, the License Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the OCTA Property, accident, fire or other casualty on the OCTA Property, or electrical discharge, noise or vibration resulting from OCTA's transit operations on or near the OCTA Property. The term "OCTA" as used in this section shall include: (a) any transit or rail-related company validly operating upon or over OCTA's tracks or other property, and (b) any other persons or companies employed, retained or engaged by OCTA. Licensee, on behalf of itself and its officers, agents and employees as a material part of the consideration for this Agreement, hereby waives all claims and demands against OCTA for any such loss, damage or injury of Licensee and/or its officers, agents and employees.

Licensee accepts the risk that the facts or the law may later turn out to be different than Licensee understands them to be at this time and acknowledges that this assumption of risk and waiver will not be affected by such different state of facts or law.

17. Insurance.

A. Licensee shall procure and maintain insurance coverage or evidence of self-insurance during the entire term of this Agreement. Licensee shall provide the following coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum of \$2,000,000.00 of coverage.
2. Automobile Liability Insurance with combined single limits of a minimum of \$1,000,000.00; and
3. Workers' Compensation with limits as required by the State of California; with a waiver of subrogation rights.

B. Proof of such coverage, in the form of a letter of self-insurance evidencing sufficient assets to meet the aforementioned requirements, participation in a joint powers insurance authority, or an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by OCTA within ten (10) calendar days from the date of execution of the Agreement; with the Orange County Transportation Authority, its officers, directors, employees and agents designated as additional insurers. Furthermore, OCTA reserves the right to request certified copies of all related insurance policies.

C. Licensee shall include on the face of the certificate of Insurance the Agreement Number; and, attention to the Real Property Department.

18. Tests and Inspection. OCTA shall have the right at any time to inspect the License Property and the Facility so as to monitor compliance with the terms of this Agreement. OCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary in its sole judgment or useful to evaluate the condition of the License Property. Licensee shall cooperate with OCTA and its agents in any tests or inspections deemed necessary by OCTA. Licensee shall pay or reimburse OCTA and appropriate regulatory agencies, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

19. Hazardous/Toxic Materials Use and Indemnity. Licensee shall operate and maintain the License Property in compliance with all applicable federal, state and local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the brought upon, stored, used, generated, treated or disposed of on the License Property or the OCTA Property. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to OCTA) and hold harmless OCTA, its officers, agents and employees ("Indemnitees") from and against all loss, liability,

claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this Section or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the Licensed Property or adjacent property (i) which occurs during the use and occupancy of the Facility or the License Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

Except for the release of Hazardous Materials caused by OCTA's own negligence or willful acts, in the event of any release on or contamination of the License Property or the OCTA Property and/or any adjacent property, whether or not owned by OCTA, arising out of this Agreement, Licensee, at its sole expense, shall promptly take all actions necessary to clean up all such affected property and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

Upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, clean up and remove all Hazardous Materials in, on, under and/or about the License Property or OCTA Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

20. Underground Storage Tanks. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY.

21. Subordinate Rights. This Agreement is subject and subordinate to the prior and continuing right and/or obligation of OCTA, its successors and assigns, to use the OCTA Property in the exercise of its powers and in the performance of its duties, or for any other purpose including but not limited to those as a public transportation body. Accordingly, there is reserved and retained unto OCTA, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the OCTA Property, and to otherwise use the OCTA Property, and in connection therewith the right of OCTA, its successors and assigns, to grant and convey to others, rights to and interests in the OCTA Property on the License Property and in the vicinity of the Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("Title Exceptions") which may affect the OCTA Property now or hereafter, and no provision of this Agreement shall be construed as a covenant or warranty against the existence of any such present or future Title Exceptions, whether or not arising out of the actions of OCTA, its successors or assigns. OCTA makes no representations or warranties of any kind with regard to title to the License Property.

Licensee agrees to pay any and all costs or expenses resulting from, or arising out of, construction of the Bikeway or related to Licensee's use and occupancy of the License Property, including all costs and expenses resulting from any Relocation Negotiations with any Business, the termination of such Business' right to use and occupy the OCTA Property, and any relocation of any Business resulting therefrom.

22. Compliance with Laws. Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the License Property. OCTA may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

23. Condemnation. In the event all or any portion of the License Property or this Agreement shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings) by an entity other than OCTA, Licensee shall receive compensation (if any) from the Condemnor only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to OCTA.

24. Markers. Project markers in form and size satisfactory to OCTA, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as OCTA shall designate. Such markers shall be relocated or removed upon request of OCTA without expense to OCTA. Absence of markers in or about the License Property and OCTA Property does not constitute a warranty by OCTA of the absence of subsurface installations.

25. General Provisions.

25.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by certified mail, return receipt requested, postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective on the date delivered to custody of U.S. Postal Service.

25.2 Non-Exclusive License. The license granted hereunder is not exclusive and OCTA specifically reserves the right to grant other licenses within the License Property.

25.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

25.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25.5 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to OCTA which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due OCTA as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement. Interest shall not be payable on late charges incurred by Licensee.

25.6 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the License Property and the Facility.

25.7 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

25.8 Amendment. This Agreement may be amended at any time by the written agreement of OCTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties, so long as the same shall be in writing and executed by the parties hereto.

25.9 Assignment. This Agreement and the license granted hereunder are personal to the Licensee. Licensee shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges granted hereunder, without the prior written consent of OCTA, which may be withheld in OCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and grant OCTA the right to immediately terminate this Agreement.

25.10 Attorney's Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

25.11 Nondiscrimination. Licensee certifies and agrees that all persons employed and any contractors retained, by either Licensee or Licensee's affiliates, subsidiaries, or holding companies, with respect to the License Property, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, disability or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

25.12 Further Acts. At OCTA's sole discretion but at the sole expense of Licensee and without a Licensee claim for reimbursement, Licensee agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement, including the relocation of the Facility and the license granted hereunder.

25.13 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on OCTA property that may be developed for public projects and programs which may be implemented by OCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is subject to OCTA's right to terminate this License and/or to require Licensee to relocate the License Property, alter, or make changes as required by OCTA, at Licensee's sole cost and expense unless relocation of the Bikeway is incorporated in the Project. Accordingly, as a condition to entering into this License, OCTA expressly reserves the right to require Licensee to remove, relocate, alter, or make changes to the Bikeway as required by OCTA, for any public Project and Licensee expressly acknowledges and agrees that: (1) OCTA may relocate the License Property for any public project; (2) Licensee will NOT oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event OCTA requires Licensee to cease using or relocate the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property. OCTA shall provide Licensee with the notice set forth in Section 1.2 prior to termination.

25.14 Relocation. Licensee acknowledges that this License does not result in a tenancy or occupancy of real property subject to relocation assistance requirements of state or federal law, but to the extent that any government agency or court determines to the contrary, Licensee hereby expressly waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code 7260 et seq. but for this waiver and OCTA's express right of termination.

25.15 Time of Essence. Time is of the essence in the performance of this Agreement.

25.16 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereunder.

25.17 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted hereunder is revocable by OCTA in accordance with the terms of this Agreement.

25.18 Entire Agreement. This Agreement and Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior

verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

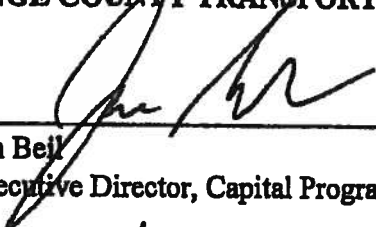
25.19 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.

25.20 Additional Provisions. Those additional provisions set forth in Exhibit "C", is hereby incorporated by this reference as if fully set forth herein.

{SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 
Jim Bell
Executive Director, Capital Programs


Date: 10/25/17

APPROVED AS TO FORM:

By: 
James M. Donich, General Counsel

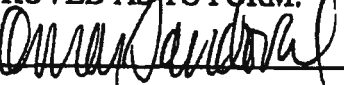
"LICENSEE"

CITY OF GARDEN GROVE

By: 
Name: Scott C. Stiles
Title: City Manager

Date: _____

APPROVED AS TO FORM:

By: 


City Clerk


EXHIBIT "A"

Site Plan

(Attached)

Pacific Electric Right-of-Way

ATTACHMENT A

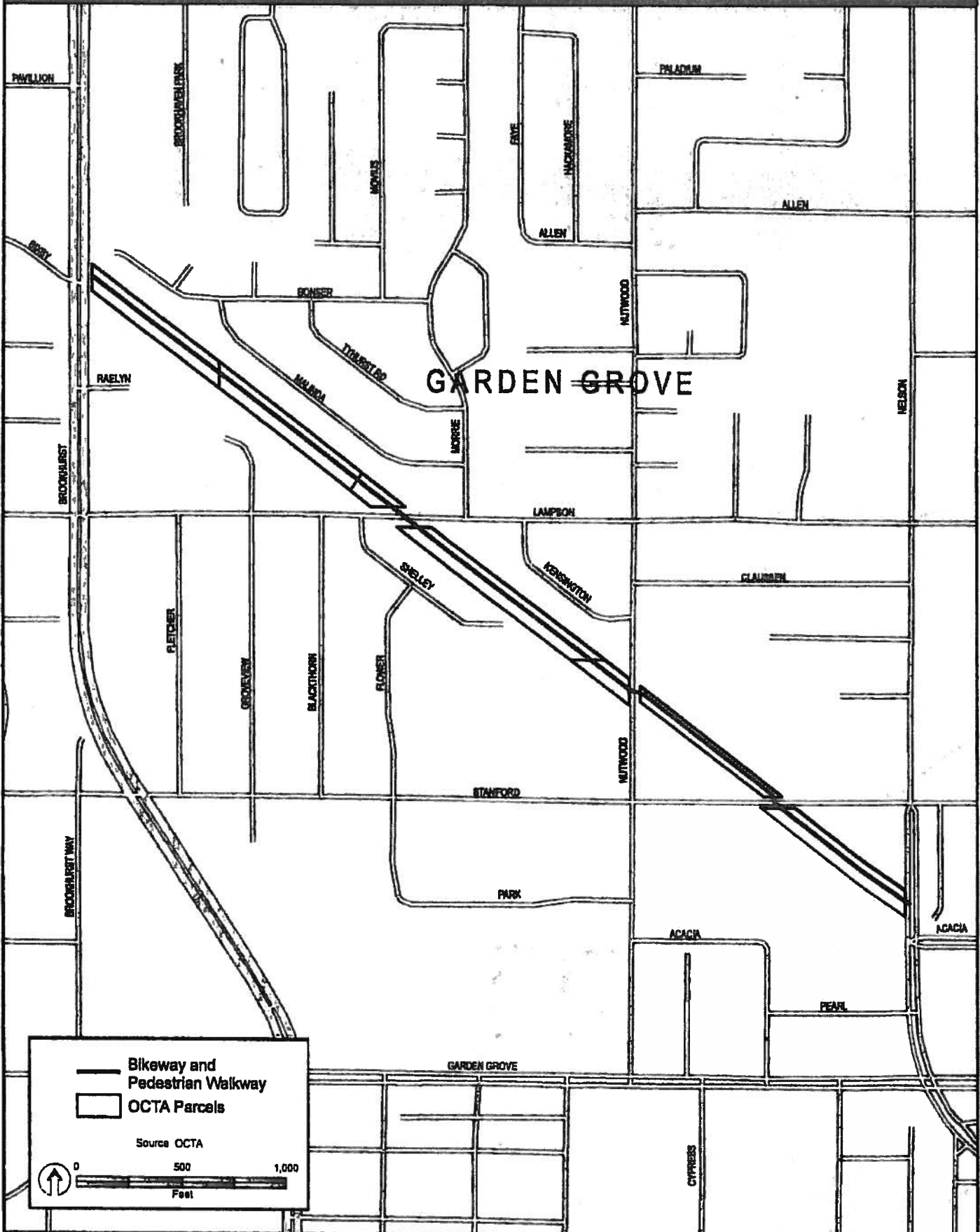


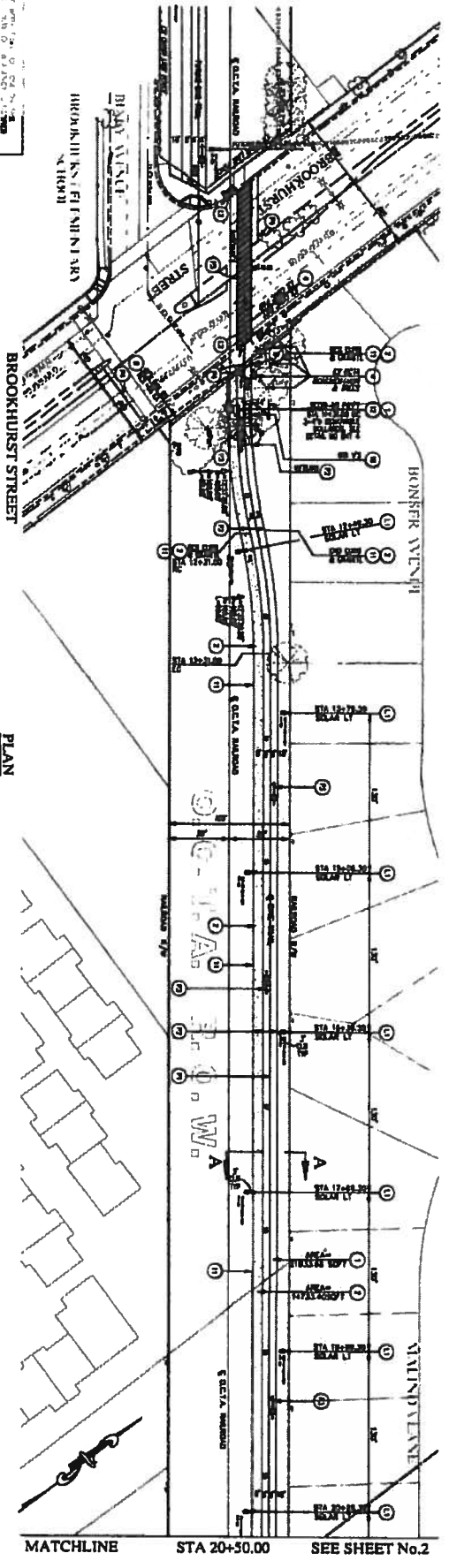
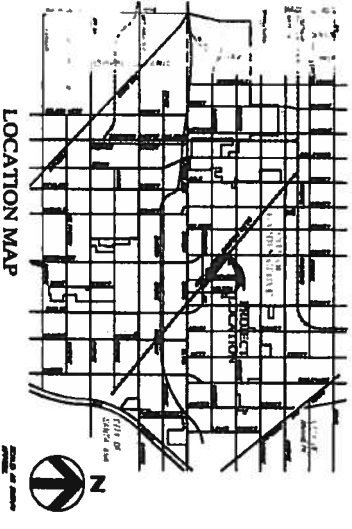
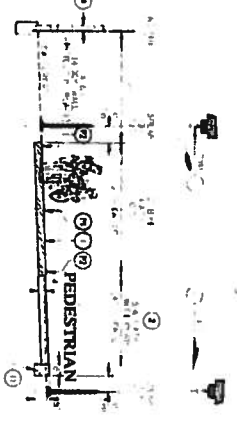
EXHIBIT "B"

Design Plan

(Attached)

- CONSTRUCT NOTES:**
1. CONSTRUCT 18" CONC. SIDEWALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
 2. CONSTRUCT 6" CONC. SIDEWALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
 3. CONSTRUCT 6" CONC. SIDEWALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
 4. CONSTRUCT 6" CONC. SIDEWALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
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 6. CONSTRUCT 6" CONC. SIDEWALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
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 20. CONSTRUCT 6" CONC. SIDEWALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.

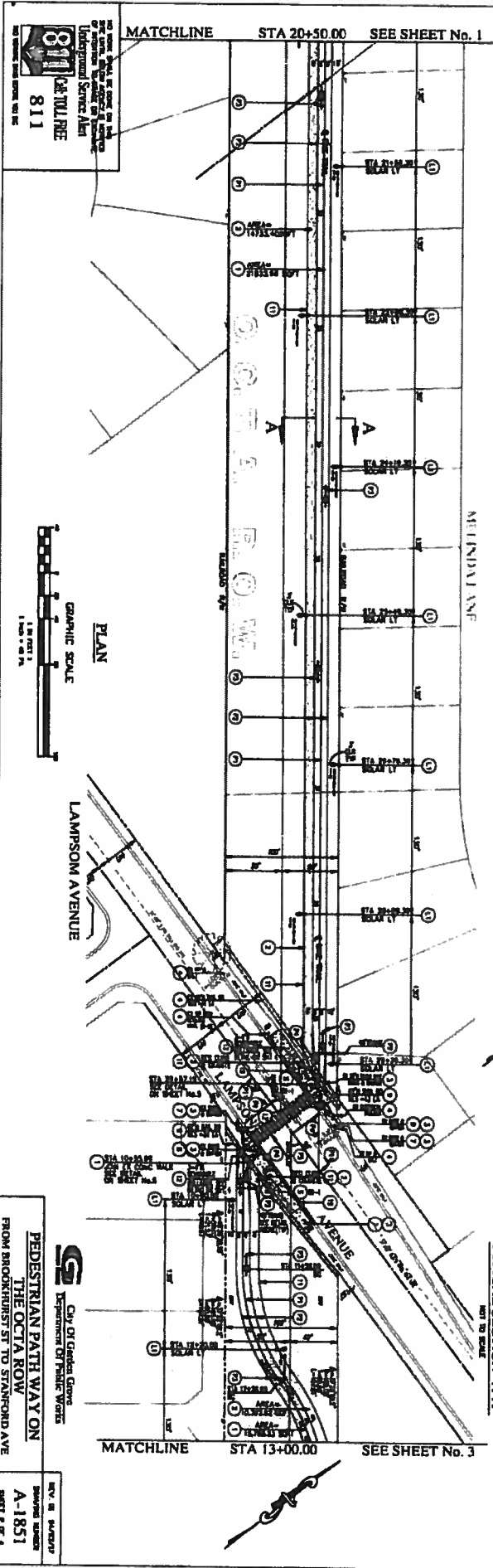
- STRIPING NOTES:**
1. INSTALL 6" WIDE YELLOW SIDE WALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
 2. INSTALL 6" WIDE YELLOW SIDE WALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
 3. INSTALL 6" WIDE YELLOW SIDE WALK WITH 1/2" REBAR AT 24" ON CENTER FROM CURB TO FACE OF 48" CONC. CURB.
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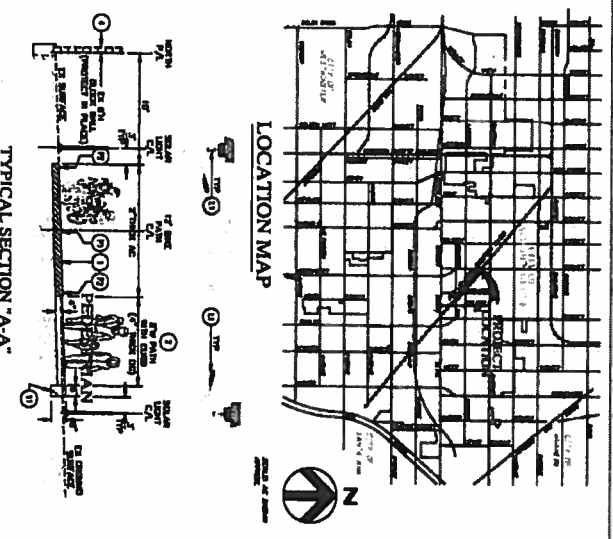
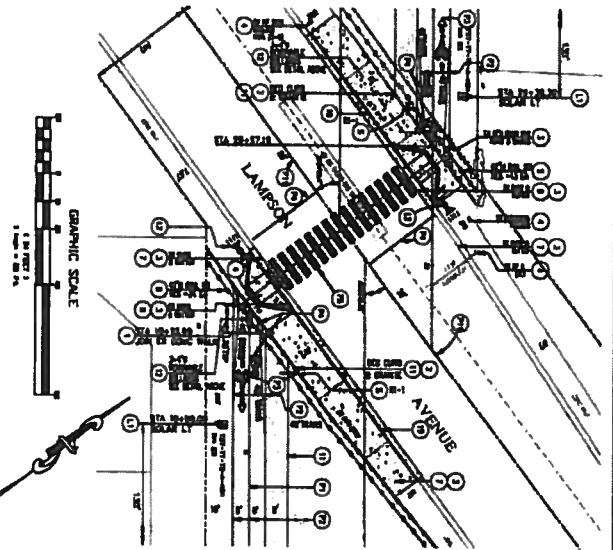
811 CALL BEFORE YOU DIG
 Underground Service Alert
 811

City Of Gadsden
 Department Of Public Works
PEDESTRIAN PATH WAY ON
THE OCTA ROW
 FROM BROOKHURST ST TO STANFORD AVE

DATE: 11/15/2017
 DRAWING NUMBER: A-1851
 SHEET 1 OF 2



- STRIPING NOTES:**
- 1. INSTALL 4'-0" WIDE YELLOW PAINT FOR 3'-0" STRIPING
 - 2. INSTALL 4'-0" WIDE WHITE STRIPING FOR SHOULDER
 - 3. INSTALL 4'-0" WIDE WHITE STRIPING FOR SHOULDER
 - 4. INSTALL 4'-0" WIDE WHITE STRIPING FOR SHOULDER
 - 5. INSTALL 4'-0" WIDE WHITE STRIPING FOR SHOULDER
 - 6. INSTALL 4'-0" WIDE WHITE STRIPING FOR SHOULDER
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 - 19. INSTALL 4'-0" WIDE WHITE STRIPING FOR SHOULDER
 - 20. INSTALL 4'-0" WIDE WHITE STRIPING FOR SHOULDER
- CONSTRUCT NOTES:**
- 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. LOUIS MO. DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS FOR CONCRETE CURBS AND GUTTERS.
 - 2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. LOUIS MO. DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS FOR CONCRETE CURBS AND GUTTERS.
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PLAN
GRAPHIC SCALE
1" = 20' 0"

LOCATION MAP

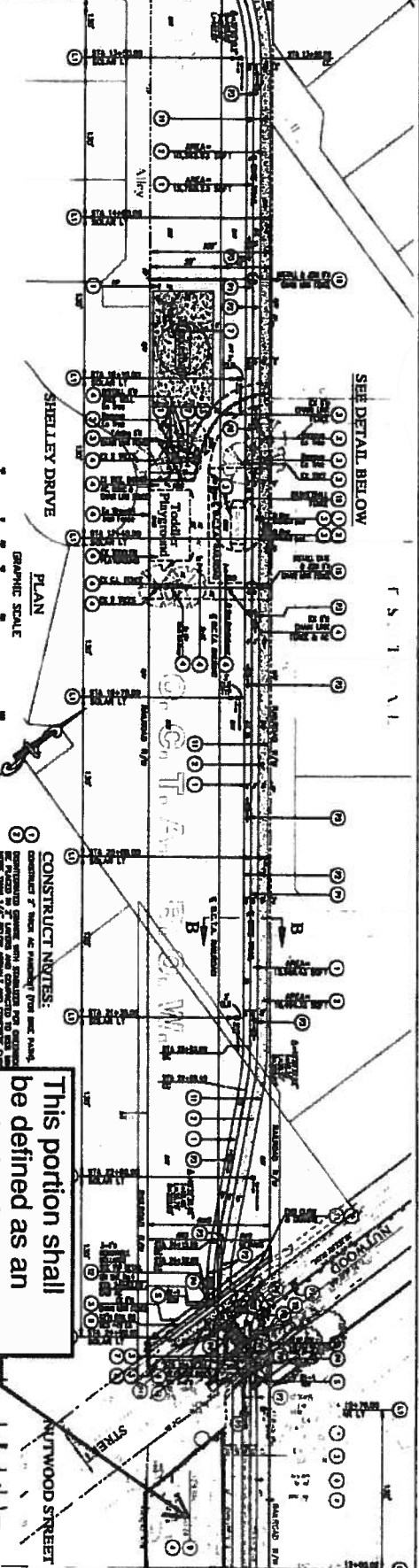
TYPICAL SECTION "A-A"
NOT TO SCALE

PEDESTRIAN PATH WAY ON THE OCTA ROW FROM BROOKHURST ST TO STANFORD AVE

City of St. Louis
Department of Public Works

REV. 10/2017
DRAWING NUMBER
A-1851
SHEET 2 OF 2

MATCHLINE STA 13+00.00 SEE SHEET No. 2



MATCHLINE STA 12+00.00 SEE SHEET No. 4

SEE DETAIL BELOW

PLAN

GRAPHIC SCALE
1" = 20' H.T.

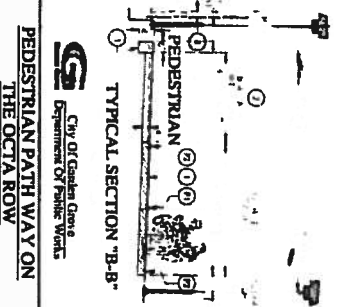
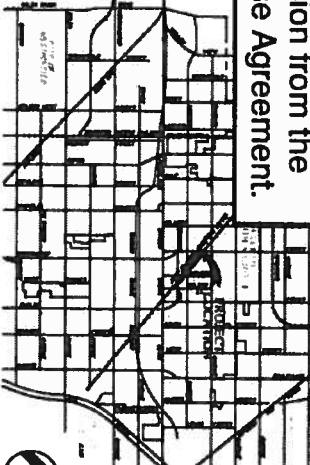
- CONSTRUCT NOTES:**
- 1. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 2. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 3. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 4. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 5. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 6. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 7. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 8. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 9. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 10. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 11. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 12. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 13. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 14. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 15. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 16. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 17. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 18. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 19. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.
 - 20. CONSTRUCT 1" CONCRET CURB AND GUTTER FOR 50' FROM P.M. 8-114.

This portion shall be defined as an exclusion from the License Agreement.

STRIPING NOTES:

- 1. INSTALL STRIPING 4'-0" WIDE YELLOW SPACED FOR 10' ON 10'.
- 2. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
- 3. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
- 4. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
- 5. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
- 6. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
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- 15. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
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- 17. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
- 18. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
- 19. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.
- 20. INSTALL STRIPING 4'-0" WIDE WHITE SPACED FOR 10' ON 10'.

LOCATION MAP



PEDESTRIAN PATH WAY ON THE OCTA ROW FROM BROOKHURST ST TO STANFORD AVE

City of Guilford, Maine
Department of Public Works
A-1851
SHEET 2 OF 4

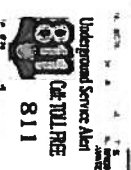


EXHIBIT "C"

This License is subject to the following additional terms and conditions:

1. **Maintenance of Premises.** Licensee shall keep the Premises, which is defined to include the License Property and OCTA Property, as defined in the Agreement, free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.
2. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee. Any new utility lines and/or fiber optic crossings, etc., proposed to be added within the right of way by any party shall be applied for in the normal process and covered by separate License Agreement directly with OCTA.
3. **Improvements.** Both Licensee and OCTA acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without OCTA's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.
4. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.
5. **Warranties.** OCTA makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.
6. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by OCTA personnel.
7. **OCTA's Right to Control leasing and licensing within entire Right-of-Way.** OCTA shall continue to control Leasing and Licensing within the entire Right of Way. All applications for new utility crossings, ground Leases, or similar uses outside the scope of the approved Bikeway Plan, shall continue to be under the direct control and management of OCTA.
8. **Existing OCTA Licenses on OCTA Property.** Two existing OCTA Properties are Licensed by other entities and are; therefore, not part of the License Property, as shown and described (highlighted in yellow) on attached Exhibit "B" and incorporated herein by reference.