

## **LICENSE AGREEMENT**

**THIS LICENSE** ("License") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by **MARIN DISTRICT FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a public district of the State of California, hereinafter called "District", to **RICHARD ATWOOD**, hereinafter called "Licensee."

## **WITNESSETH**

**WHEREAS**, District is the owner of certain real property commonly known as a portion of Corte Madera Channel, frequently referred to as Assessor Parcel No. 018-172-08, situated in the City of Larkspur, County of Marin, State of California, hereinafter called "Property"; and

**WHEREAS**, Licensee owns adjacent lands, known as 14 E. Sir Francis Drake Blvd., and desires a license from District over a portion of its land for access and maintenance purposes.

**NOW THEREFORE**, District, for and in consideration of the fees, covenants and promises contained herein, does hereby grant this License to Licensee, and Licensee hereby accepts from District that certain portion of District lands, hereinafter called "Premises" as described herein, located in the City of Larkspur, California, for such access and maintenance purposes.

This License is made upon the following terms, covenants and conditions to which the parties hereby agree.

- 1. ADMINISTRATION.** This License shall be administered on behalf of District by the Chief Real Property Agent, Real Estate Division, Department of Public Works, whose mailing address is:

Marin District Department of Public Works  
Real Estate Division  
P.O. Box 4186  
San Rafael, California 94913-4186  
(415) 473-6578

With copy to: Marin District Flood Control and Water Conservation District  
Attn.: Felix Meneau

Marin Civic Center, Suite 304  
San Rafael, California 94903

Licensee: Richard Atwood  
14 E. Sir Francis Drake Blvd, Suite C  
Larkspur, CA 94939

Any notice or notices provided by this License, or required by law to be given or served upon District or Licensee, may be given or served by depositing the same in the United States Mail, postage prepaid, addressed as set out in this clause.

**2. DESCRIPTION OF PREMISES.** The area granted by this License to Licensee is situated in the location more particularly described as a portion of Assessor Parcel No. 018-172-08, being a portion of the Corte Madera Channel ("Premises"), depicted on Exhibit "A" attached hereto and by reference made a part hereof. Existing improvements on site include two (2) pre-existing wood railings leading to a concrete and gravel ramp which extends into the Corte Madera Channel.

**3. TERM; TERMINATION.** This License is effective upon execution by both parties and shall continue until Licensee ceases to use the Premises for the operation of his neighboring private property or as otherwise terminated as set forth herein. This License is revocable at will by District and Licensee at any time, without prejudice, upon 60 days written notice, mailed to the other party at the herein addresses in Section 1. Upon expiration of the 60 day period, all rights of Licensee under this License immediately terminate.

**4. TERMINATION ON SALE OR TRANSFER.** Licensee understands and agrees that in the event that Licensee sells or conveys his ownership in his property, regardless of the nature of the transaction, this License shall terminate as of the date of said transaction. Licensee shall not represent to any party that he possesses any rights to the Premises other than those contained within this License, nor shall he represent to any party that he has the ability or right to convey, transfer, assign, or pass any rights to the Premises at any time.

**5. LICENSE FEE.** Licensee shall pay to District within thirty (30) days of full execution of this License a fee in the amount of **FIVE HUNDRED DOLLARS (\$500.00)**, which represents payment for the first year of the License. On each anniversary of the full execution of this License thereafter until the termination of this License, Licensee shall pay to District a License fee in the amount of **FIVE HUNDRED DOLLARS**

**(\$500.00)**. Said fee shall be made payable to the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, and mailed to:

**MARIN COUNTY DEPARTMENT OF PUBLIC WORKS  
REAL ESTATE DIVISION  
P.O. Box 4186  
San Rafael, California 94913-4186**

**6. USE.** The License herein granted includes the following incidental rights:

The licensed Premises shall be used primarily for day-to-day incidental maintenance purposes. Licensee shall have the right of ingress and egress over said Premises as reasonably necessary for Licensee's maintenance of the Premises. No permanent structures are allowed. No planting of any vegetation shall be permitted. Use of an existing picnic table placed on the Premises by Licensee is permissible. The respective tenants of Licensee shall have the right to access and use said picnic table from time to time. Personal property items placed on the Premises by Licensee shall be removed at the time of termination by Licensee and at no cost, if any, to District. No other use, improvements or alterations to the Premises may be made without Lessor's prior written approval. The licensed Premises is for the use of Licensee and the District only.

In exercising these rights, Licensee must use reasonable care and may not make any changes to or increase its use of the Premises not herein specified. Pursuant to the terms in paragraph No. 22, District reserves the right to terminate or renegotiate this License if Licensee violates the conditions of use as set forth herein. District may disallow access because of unusual circumstances, such as that area being excessively muddy or severe weather conditions. No other use of the Premises by Licensee is permitted by District.

**7. MAINTENANCE OF PREMISES.** Licensee shall take reasonable care of the Premises in a safe condition for use in accordance with all applicable laws, ordinances, rules, orders and regulations of any federal, state, regional, District or municipal entities having jurisdiction. No enlargement or expansion of the uses nor physical expansion of said Premises is allowed. Licensee shall furnish at its sole expense all maintenance and trash removal which may be required by its use of the Premises.

**8. ENTRY BY DISTRICT.** District and its agents shall have the right, and Licensee shall permit District, and its agents, to enter onto said Premises at all times for

any purpose. Nothing contained in this License Agreement gives, nor shall it be construed as giving, Licensee a right of access to and from the Premises by way of entry on, over upon, under or across any adjoining property owned by District, except by separate agreement.

**9. DISTRICT'S RIGHTS.** It is further understood and agreed by Licensee that District's rights to the Premises are paramount to this License. Licensee shall in no way interfere with District's right to use, access, or possess the Premises.

**10. INSURANCE.**

Licensee, at Licensee's own cost and expense shall maintain liability insurance on an "occurrence" basis for the benefit of the Licensee as named insured and the District, its officers, elected and appointed officials, agents, boards, commissions, and employees as additional insured against claims for bodily injury, death, personal injury and property damage liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate in connection with Licensee's use of the Premises. All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers authorized to do business in the State of California and with general policy holder's rating of at least A- and financial rating of VII or better as rated by A.M. Best's Insurance reports and shall provide that District shall be given thirty (30) days written notice from the insurer prior to any cancellation of coverage, except ten (10) days notice is sufficient if cancelled for non-payment of premium.

On or before the date this License entered into, Licensee shall furnish District with a certificate evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished to District prior to the expiration date of each policy.

**11. WAIVER OF SUBROGATION RIGHTS.** District and Licensee hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of Subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

**12. POSSESSORY INTEREST.** Licensee acknowledges that they have been informed that under Section 107 of the Revenue and Taxation Code of the State of California, the Marin County Assessor is required to place a value on all possessory interests. Possessory interest is defined as the right of a private taxable person or entity to use property owned by a tax-exempt agency for private purposes. A possessory interest tax may, therefore, be levied by the County Assessor on this property against

the Licensee as of the lien date, which is January 1 of each year.

**13. ALTERATIONS AND IMPROVEMENTS.** No improvements or alterations to the Premises shall be made by Licensee unless approved by the District in writing. In no event shall any improvements or alterations be made or approved that in any way interfere with District's use of its property.

**14. DAMAGE TO IMPROVEMENTS.** It is agreed that while using, maintaining the Premises or adjoining lands (Corte Madera Creek), Licensee shall take reasonable care to not damage the existing improvements. It is further agreed that Licensee shall not be held responsible for any damages to the Property caused by members of the public, whether said damages occur through negligent or intentional acts of the public.

If any of District's improvements should become damaged by Licensee, Licensee shall be obligated to repair or replace any of District's improvements and it shall become the obligation of Licensee to make said repairs should it become necessary; however, District agrees to be responsible for the costs of such repair or replacement to the extent such damage was caused by the negligence or willful misconduct of District or by natural occurrence.

**15. THIRD PARTY BENEFICIARIES.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the Parties, any benefits, rights or remedies under or by reason of this Agreement. The duties and responsibilities of the Parties with respect to third parties will remain as they exist under applicable laws.

**16. COVENANT FOR MECHANIC'S LIENS.** Licensee will save District free and harmless, and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by Licensee and also the cost of defending against any and all such claims, including reasonable attorneys' fees (including those incurred "in-house") and court costs.

**17. WASTE, QUIET CONDUCT.** Licensee shall not dispose of, or store, any waste, including but not limited to hazardous waste, upon said Premises, nor commit, or suffer to be committed any nuisance, or other act or thing which may disturb the quiet enjoyment of others.

**18. ACCEPTANCE OF PREMISES AS-IS.** Licensee accepts the Premises in its "as-is" condition and agrees that District makes no express or implied warranties with

regard to the condition of the Property or its suitability for use by Licensee.

**19. INDEMNIFICATION.**

I. District shall defend, indemnify, hold harmless, and release Licensee, its elected and appointed officials, officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any third party arising out of or in connection with District's performance under or the making of this Agreement, except to the extent that the actions, claims, damages, liabilities or expenses are caused by negligence or willful misconduct of Licensee.

II. Licensee shall defend, indemnify, hold harmless, and release District, its elected and appointed officials, officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any third party arising out of or in connection with Licensee's performance under or the making of this License Agreement, except to the extent that the actions, claims, damages, liabilities or expenses are caused by negligence or willful misconduct of District.

**20. ASSIGNMENT OR SUBLETTING.** Absolutely no assignment or sublet of the Premises by Licensee is permitted by District under any circumstances.

**21. CONTINUATION OF LICENSE AFTER BREACH.** Should Licensee breach this License, following a default and the expiration of all applicable cure periods, the License will continue in effect as long as District does not terminate Licensee's right to possession at District's option. District may enforce all its rights and remedies under this License including the right to recover License fees as they become due hereunder.

**22. DEFAULT.** In the event that District or Licensee defaults in the performance of any term or condition of this License and fails to cure such default within 30 days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, the complaining party may forthwith terminate this License by serving the defaulting party written notice (per Clause 1, Administration) of such termination. Notwithstanding the foregoing, if the nature of the default is such that it reasonably would require more than thirty (30) days to cure, then the defaulting party shall have such additional time reasonably necessary to cure, provided such party has undertaken to cure the default within such thirty (30) day period and diligently pursues such efforts to cure to completion.

**23. DISPUTE RESOLUTION.** Any dispute or claim in law or equity between

Licensor and District arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it for mediation to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) or Resolution Remedies in San Rafael, California. Licensor and District shall select a mutually agreeable mediator. If mediation proves unsuccessful, the parties may avail themselves of other remedies.

**24. ATTORNEYS' FEES.** Except as provided in paragraph No. 16, in case a lawsuit is brought for an unlawful detainer of said Premises, for the recovery of any License fees due under the provisions of this License, or because of the breach of any other covenant herein contained, the parties shall bear their own attorney's fees and costs.

**25. DISTRICT'S LIABILITY.** The term "District" as used herein shall mean only the owner or owners of the fee title, at the time in question, and in the event of any transfer of such title, District herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer, of all liability as respects District's obligations thereafter to be performed, provided that any funds in the possession of District or the then Grantor at the time of such transfer in which District has an interest, shall be delivered to Grantee. The obligations contained in this License to be performed by District shall, subject as aforesaid, be binding on District's successors and assigns only during their respective periods of ownership.

**26. ORDINANCES AND STATUTES.** Licensee shall comply with the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all Municipal Ordinances and State and Federal Statutes now in force or which may hereafter be in force. The unappealable judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee whether District be a party thereto or not, that Licensee has violated any such ordinance or statute in the use of the Premises, shall be conclusive of that fact as between District and Licensee.

**27. WAIVER, CAPTIONS, JURISDICTION OF LAW.** This License shall be governed by and construed in accordance with the laws of the State of California. No waiver by a party of any provision of this License shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this License or at law shall not prevent the exercise by that party of any other remedy provided in this License or at law. The captions heading the various paragraphs

of this License are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs. Masculine, feminine, or neuter gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires. If either party consists of more than one person, each such person shall be jointly and severally liable. This License shall be interpreted under California law and according to its fair meaning, and not in favor of or against any party.

**28. ENTIRE AGREEMENT.** This License contains the entire agreement between the parties hereto and no term or provision thereof may be changed, waived, discharged or terminated unless made in writing and executed by both parties hereto.

**IN WITNESS WHEREOF**, on the day and year first above written, the parties hereto have caused this License to be executed.

**DISTRICT:**  
**Marin County Flood Control and  
Water Conservation District**

\_\_\_\_\_  
Steve Kinsey  
President, Board of Supervisors

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

ATTEST:  
  
\_\_\_\_\_  
Secretary

Approved as to form.  
  
\_\_\_\_\_  
County Counsel

**LICENSEE:**  
**Richard Atwood**

\_\_\_\_\_  
Richard Atwood

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



EXHIBIT "A"









## **LICENSE AGREEMENT**

**THIS LICENSE** ("License") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by **RICHARD ATWOOD**, hereinafter called "Licensor" to **MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a public district of the State of California, hereinafter called "District".

## **WITNESSETH**

**WHEREAS**, Licensor is the owner of certain improved real property commonly known as 14 E. Sir Francis Drake Blvd. in the City of Larkspur, County of Marin, State of California, further identified as Assessor Parcel No. 018-172-16, hereinafter called "Property"; and

**WHEREAS**, District desires a license from Licensor over a portion of its land to access adjacent District-owned land by means of an existing parking lot on said Property.

**NOW THEREFORE**, Licensor, for and in consideration of the fees, covenants and promises contained herein, does hereby grant this License to District, and District hereby accepts from Licensor that certain access route, hereinafter called "Premises" as described herein, located in the City of Larkspur, California, for ingress and egress purposes.

This License is made upon the following terms, covenants and conditions to which the parties hereby agree.

**1. ADMINISTRATION.** This License shall be administered on behalf of County by the Chief Real Property Agent, Real Estate Division, Department of Public Works, whose mailing address is:

Marin County Department of Public Works  
Real Estate Division  
P.O. Box 4186  
San Rafael, California 94913-4186

With copy to: Marin County Flood Control and Water Conservation District  
Attn.: Felix Meneau  
Marin Civic Center, Suite 404  
San Rafael, California 94903

Licensor: Richard Atwood  
14 E. Sir Francis Drake Blvd, Suite C  
Larkspur, CA 94939

Any notice or notices provided by this License, or required by law to be given or served upon District or Licensor, may be given or served by depositing the same in the United States Mail, postage prepaid, addressed as set out in this clause.

**2. DESCRIPTION OF PREMISES.** The area granted by this License to District is situated on Licensors' Property in the location more particularly described as being a portion of 14 E. Sir Francis Drake Blvd., Larkspur, and more particularly as a portion of the paved driveway and paved gated area ("Premises"), as depicted on Exhibit "A" attached hereto and by reference made a part hereof.

**3. TERM; TERMINATION.** This License is effective upon execution by both parties and shall continue until District ceases to use the Premises for ingress and egress purposes or as otherwise terminated as set forth herein. This License is revocable at will by Licensor and District at any time, without prejudice, upon 60 days written notice, mailed to the other party at the herein addresses in Section 1. Upon expiration of the 60 day period, all rights of District under this License immediately terminate.

**4. TERMINATION ON SALE OR TRANSFER.** District understands and agrees that in the event that Licensor sells, or conveys his property, regardless of the nature of the transaction, this License shall terminate as of the date of said transaction. District shall not represent to any party that it possess any rights to the Premises other than those contained within this License, nor shall it represent to any party that it has the ability or right to convey, transfer, assign or pass any rights to the Premises at any time.

**5. LICENSE FEE.** District shall pay to Licensor within thirty (30) days of full execution of this License a fee in the amount of **ONE DOLLAR (\$1.00)**, which represents payment for the first year of the License. On each anniversary of the full execution of this License thereafter until the termination of this License, District shall pay to Licensor a License fee in the amount of **ONE DOLLAR (\$1.00)**.

Said fee shall be made payable to the RICHARD ATWOOD, and mailed to:

**Richard Atwood  
14 E. Sir Francis Drake Blvd, Suite C  
Larkspur, CA 94939**

**6. USE.** The License herein granted includes the following incidental rights:

District, and its respective agents, contractors and employees, shall have non-exclusive right of access over said Premises as reasonably necessary for District's maintenance and operation of District-owned property, commonly referred to as Assessor Parcel No. 018-172-08, being a portion of the Corte Madera Channel. Such access shall not interfere with parking space or Licensor's use of the Premises. Licensor agrees to supply a key for a gated lock for such access purposes. District agrees to provide notice prior to obtaining access through said gate. No access for dredging is to be allowed, except by separate agreement.

In exercising these rights, District must use reasonable care and may not make any changes to or increase its use of the Premises not herein specified. No other use, improvements or alterations to the Premises may be made without Lessor's prior written approval or by separate agreement.

**7. MAINTENANCE OF PREMISES.** District shall take reasonable care of the Premises in a safe condition for pedestrian and vehicular use in accordance with all applicable laws, ordinances, rules, orders and regulations of any federal, state, regional, county or municipal entities having jurisdiction. Licensor shall be responsible for any maintenance and repair to the Premises, at the discretion of the Licensor, except for any damage as caused by District, which shall be repaired at District's cost.

**8. ENTRY BY LICENSOR.** Nothing contained in this License gives, nor shall it be construed as giving, District a right of access to and from the Premises by way of entry on, over upon, under or across any adjoining property owned by Licensor, except by separate agreement.

**9. LICENSOR'S RIGHTS.** It is further understood and agreed by District that Licensor's rights to the Premises are paramount to this License. District shall in no way interfere with Licensor's right to use, access or possess the Premises.

**10. INSURANCE.** District shall maintain at its own cost and expense general liability insurance on an occurrence basis with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate in a combination of self-insurance and excess policies; in connection with the District's use of the Premises.

On or before the date this License entered into, District shall furnish Licensor with a certificate evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished to Licensor prior to the expiration date of each policy.

**11. WAIVER OF SUBROGATION RIGHTS.** District and Licensor hereby grant to each other, on behalf of any insurer providing either self-insurance or excess insurance to either of them with respect to the Premises, a waiver of any right of Subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

**12. ALTERATIONS AND IMPROVEMENTS.** No improvements or alterations permanently affecting the Premises may be made by District. In no event shall any improvements or alterations be made or approved that in any way interfere with Licensor's use of his property.

**13. COVENANT FOR MECHANIC'S LIENS.** District will save Licensor free and harmless, and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by District and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.

**14. WASTE, QUIET CONDUCT.** District shall not dispose of, or store, any waste, including but not limited to hazardous waste, upon said Premises, nor commit, or suffer to be committed any nuisance, or other act or thing which may disturb the quiet enjoyment of others.

**15. ACCEPTANCE OF PREMISES AS-IS.** District accepts the Premises in its "as-is" condition and agrees that Licensor makes no express or implied warranties with regard to the condition of the Property or its suitability for use by District.

**16. INDEMNIFICATION.**

I. Licensor shall defend, indemnify, hold harmless, and release District, its elected and appointed officials, officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any third party arising out of or in connection with Licensor's performance under or the making of this Agreement, except to the extent that the actions, claims, damages, liabilities or expenses are caused by negligence or willful misconduct of District.

II. District shall defend, indemnify, hold harmless, and release Licensor, its elected and appointed officials, officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any third party arising out of or in connection with District's performance under or the making of this Agreement, except to the extent that the actions, claims, damages, liabilities or expenses are caused by negligence or willful misconduct of Licensor.

**17. ASSIGNMENT OR SUBLETTING.** Absolutely no assignment or sublet of the Premises by District is permitted by Licensor under any circumstances.

**18. CONTINUATION OF LICENSE AFTER BREACH.** Should District breach this License following a default and the expiration of all applicable cure periods, the License will continue in effect as long as Licensor does not terminate District's right to possession at Licensor's option. Licensor may enforce all its rights and remedies under this License including the right to recover License fees as they become due hereunder.

**19. DEFAULT.** In the event that Licensor or District defaults in the performance of any term or condition of this License and fails to cure such default within 30 days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, the complaining party may forthwith terminate this License by serving the defaulting party written notice (per Clause 1, Administration) of such termination. Notwithstanding the foregoing, if the nature of the default is such that it reasonably would require more than thirty (30) days to cure, then the defaulting party shall have such additional time reasonably necessary to cure, provided such party has undertaken to cure the default within such thirty (30) day period and diligently pursues such efforts to cure to completion.

**20. ATTORNEYS' FEES.** Except as provided in paragraph No. 13, in case a lawsuit is brought for an unlawful detainer of said Premises, for the recovery of any License fees due under the provisions of this License, or because of the breach of any other covenant herein contained, the parties shall bear their own attorney's fees and costs.

**21. DISPUTE RESOLUTION.** Any dispute or claim in law or equity between Licensor and District arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it for mediation to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) or Resolution Remedies in San Rafael, California. Licensor and District shall select a mutually agreeable mediator. If mediation proves unsuccessful, the parties may avail themselves of other remedies.



**22. LICENSOR' S LIABILITY.** The term "Licensor" as used herein shall mean only the owner or owners of the fee title, at the time in question, and in the event of any transfer of such title, Licensor herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer, of all liability as respects Licensor's obligations thereafter to be performed, provided that any funds in the possession of Licensor or the then Grantor at the time of such transfer in which Licensor has an interest, shall be delivered to Grantee. The obligations contained in this License to be performed by Licensor shall, subject as aforesaid, be binding on Licensor's successors and assigns only during their respective periods of ownership.

**23. ORDINANCES AND STATUTES.** District shall comply with the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all Municipal Ordinances and State and Federal Statutes now in force or which may hereafter be in force. The unappealable judgment of any court of competent jurisdiction, or the admission of District in any action or proceeding against District whether Licensor be a party thereto or not, that District has violated any such ordinance or statute in the use of the Premises, shall be conclusive of that fact as between Licensor and District.

**24. WAIVER, CAPTIONS, JURISDICTION OF LAW.** This License shall be governed by and construed in accordance with the laws of the State of California. No waiver by a party of any provision of this License shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this License or at law shall not prevent the exercise by that party of any other remedy provided in this License or at law. The captions heading the various paragraphs of this License are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs. Masculine, feminine, or neuter gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires. If either party consists of more than one person, each such person shall be jointly and severally liable. This License shall be interpreted under California law and according to its fair meaning, and not in favor of or against any party.

**25. ENTIRE AGREEMENT.** This License contains the entire agreement between the parties hereto and no term or provision thereof may be changed, waived, discharged or terminated unless made in writing and executed by both parties hereto.

**IN WITNESS WHEREOF**, on the day and year first above written, the parties hereto have caused this License to be executed.

**LICENSOR:**

\_\_\_\_\_  
Richard Atwood

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

**DISTRICT:**  
MARIN COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Steve Kinsey, President  
Board of Supervisors

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

**ATTEST:** Approved as to form

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
County Counsel

EXHIBIT "A"

