

## LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between \_\_\_\_\_ ("Landowner"), and \_\_\_\_\_ ("Licensee").

**WHEREAS**, Landowner is the owner of certain real property located in San Joaquin County, State of California, more particularly described in *Exhibit "A"* to this Agreement, (the "**Frontage Property**") which fronts on \_\_\_\_\_ ("**Watercourse**"); and

**WHEREAS**, Licensee is the owner of certain real property located in San Joaquin County, State of California, more particularly described in *Exhibit "B"* to this Agreement, (the "**Licensee Property**") adjacent to the Frontage Project, but separated from the Watercourse by the Frontage Property, and

**WHEREAS**, the Licensee desires a right to install, maintain, improve, repair and operate a water pipeline across, under and upon the Frontage Property at the location shown on the map attached as *Exhibit "C"*, in order to bring water from the Watercourse to the Licensee Property ("**Pipeline**"); and

**WHEREAS**, Landowner is willing to grant Licensee such a right, under the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Access License. Landowner hereby grants to Licensee a non-exclusive right to a \_\_\_\_ foot wide license for the purpose of operation and maintenance of an underground pipeline, together with related equipment for the delivery by Stockton East Water District of water from the Watercourse to the Licensee Property (the "**Pipeline License**").

2. Secondary Rights. The Pipeline License includes all incidental and appurtenant surface and subsurface rights of maintenance, inspection, installation, connection, repair and replacement necessary and appropriate to the uses of the Pipeline License, as well as ingress and egress over and across a portion of the Frontage Property to the extent reasonably necessary to use the Pipeline License. These rights of ingress and egress shall exist over the existing roadways on the Frontage Property that lead to the exiting pipeline as may be moved from time to time by Licensee, upon reasonable notice to Landowner. In exercising these rights, Licensee must use reasonable care and may not unreasonably increase the burden on, nor make any material changes to the Frontage Property. Further, Licensee must reasonably compensate Landowner for any damage resulting from the exercise of these rights of ingress and egress. The rights granted hereunder to Licensee may be used and exercised by the employees, licensees, agents, sublessees, representatives, contractors and consultants of Licensee.

3. Costs. Licensee agrees to pay all costs and expenses associated with the exercise of its right under this Agreement with respect to the Pipeline License, including, without limitation, all maintenance, repairs, and replacement of the pipeline.

4. Restrictions on Use. Landowner hereby covenants and agrees that Landowner shall not place, construct or maintain any buildings, structures or other improvements within the easement area, and Landowner shall not do or permit any other act that will damage or endanger the Pipeline. Licensee shall have the right at any time to clear the easement area and keep the same clear of brush, trees, timber, structures, improvements and all fire hazards. Licensee further agrees that it will not commit waste on the Frontage Property, nor maintain a nuisance thereon, nor use, or permit the Frontage Property to be used in an unlawful manner.

5. Non-Exclusive. The Pipeline License is not exclusive. Landowner retains the right to make any use of the Frontage Property that does not interfere unreasonably with Licensee's free use and enjoyment of the Pipeline License.

6. Indemnification. Both parties hereby agree, to the fullest extent permitted by law, to indemnify and hold the other party harmless from any damage, personal injury, liability, or costs (including reasonable attorneys fees and costs of defense) to the extent caused by the exercise of either party's rights under the Pipeline Easement, excluding reckless or willful acts.

7. No Waiver. Failure by either party to enforce any covenant, restriction or other provision of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such covenant, restriction or provision of this Agreement or seek redress for the breach thereof. The waiver by either party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

8. Term. The term of this Agreement shall be for a period of \_\_\_\_\_ years, beginning upon the date of execution of this Agreement.

9. Obligations to Run with the Land. During the term of this Agreement, the rights and obligations of Licensee under the terms and conditions hereof and the terms, rights, conditions, restrictions and limitations contained herein with respect thereto shall (i) burden and/or run with the Frontage Property and (ii) inure to the benefit and use of Licensee and any successors or assigns.

10. Enforcement: Enforcement of this Agreement may be by legal proceedings against any person violating any restriction, covenant, condition or agreement contained herein, either to restrain or enjoin such violation or to recover damages.

11. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by the Party to be charged.

12. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's costs and expenses, including, without limitation, reasonable attorneys' fees.

13. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

14. Severability. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

15. Further Assurances. From and after the execution, delivery and recordation of this Agreement, each party shall cooperate with the other party in taking such actions, executing such instruments and granting such rights as may be reasonably necessary to effectuate the purposes of the parties in entering into this Agreement and to perfect the rights granted hereunder.

16. Warranty of Authority. Each party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each parties' obligations hereunder.

17. No Third Party Beneficiary Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

18. Governing Law. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

19. Legal Representation. THIS AGREEMENT WAS DRAFTED BY HERUM CRABTREE BROWN, A CALIFORNIA PROFESSIONAL CORPORATION (COLLECTIVELY "LAW FIRM"), IN ITS REPRESENTATION OF STOCKTON EAST WATER DISTRICT AS A SERVICE TO ITS CUSTOMERS. THE LAW FIRM HAS NOT UNDERTAKEN TO REPRESENT THE INTERESTS OF EITHER THE LANDOWNER OR THE EASEMENT HOLDER IN THIS TRANSACTION. THE AGREEMENT HAS BEEN DRAFTED IN ORDER TO ASSIST CUSTOMERS WITHIN THE DISTRICT. THE LAW FIRM ENCOURAGES THE PARTIES TO THIS AGREEMENT TO HAVE INDIVIDUAL REPRESENTATION TO REVIEW AND PROTECT THEIR INDIVIDUAL INTERESTS. THIS AGREEMENT HAS BEEN PRESENTED IN DRAFT FORM SO THAT EACH PARTY WOULD HAVE THE OPPORTUNITY TO OBTAIN INDEPENDENT ADVICE TO THE EXTENT THAT HE DESIRES SAID ADVICE. THE LAW FIRM WILL CONTINUE TO REPRESENT STOCKTON EAST WATER DISTRICT IN THE FUTURE. TO LAW FIRM'S PREPARATION OF THIS AGREEMENT IS AGREED BY THE PARTIES NOT TO CREATE A CONFLICT OF INTEREST; IN ANY EVENT, BY THEIR SIGNATURE TO THIS AGREEMENT BOTH PARTIES WAIVE ANY SUCH CONFLICT AND SPECIFICALLY CONSENT TO THE REPRESENTATION OF THE STOCKTON EAST WATER DISTRICT IN THE FUTURE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**"Landowner"**

**"Licensee"**

**EXHIBIT A**  
**DESCRIPTION OF FRONTAGE PROPERTY**

**EXHIBIT "B"**  
**DESCRIPTION OF LICESNEE PROPERTY**

**EXHIBIT C**  
**MAP OF FRONTAGE PROPERTY**  
**AND PIPELINE LOCATION**