

LICENSE AGREEMENT FOR PARKING SPACES

This License Agreement for Parking Spaces (“**License Agreement**”) is dated _____, 2022 (the “**Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY**, a County Sanitation District organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”) and **BOYS AND GIRLS CLUBS OF THE LOS ANGELES HARBOR**, a California non-profit corporation (“**B&GC**”). The District and B&GC are together the “**Parties**” or separately each a “**Party**.”

A. The District, as landlord, and B&GC, as tenant, are parties to a Ground Lease, dated January 14, 1987, as amended, concerning the real property located at 1444 W. Q Street, Wilmington (City of Los Angeles), California (the “**Premises**”) (the “**Lease**”). A Memorandum of Lease was recorded in the Official Records of the Recorder’s Office of Los Angeles County on March 17, 1987 as Instrument No. 87-395642. B&GC has constructed and currently utilizes a youth recreation center on the Premises.

B. The District, as covenantor and covenantee, has entered into the following parking covenants at the request of B&GC and for the benefit of the Premises: (i) Covenant and Agreement Regarding Maintenance of Off-Site Parking Space, dated July 23, 2008, which was recorded in the Official Records of the Recorder’s Office of Los Angeles County on March 17, 2009 as Instrument No. 20090382808 (the “**2008 Parking Covenant**”); and (ii) Covenant and Agreement Regarding Maintenance of Off-Site Parking Space, dated May 29, 2015, which was record in the Official Records of the Recorder’s Office of Los Angeles County on August 4, 2015 as Instrument No. 20150946845 (the “**2015 Parking Covenant**”). The 2008 Parking Covenant and the 2015 Parking Covenant are referred to collectively as the “**Parking Covenants**”).

C. The 2008 Parking Covenant permits the District, as covenantee and owner of the real property located at 1700 S. Figueroa Street, Wilmington (City of Los Angeles), California, Los Angeles County Assessor’s Parcel Numbers 7414-002-903 and -904, and commonly known as the Wilmington Athletic Complex (the “**WAC**”), to use 31 parking spaces located on the WAC for the benefit of the Premises. The 2015 Parking Covenant provides for the District, as covenantee and owner of the WAC, to use 27 parking spaces located on the WAC for the benefit of the Premises. The 31 parking spaces and the 27 parking spaces located at the WAC (as referred to in the immediately preceding sentence) (collectively, the “**Parking Spaces**”) have been utilized by B&GC and its employees, agents, representatives, and invitees (collectively, the “**B&GC Parties**”) in connection with its occupancy of the Premises pursuant to the Lease. The Parking Covenants do not specify the location of the Parking Spaces or the dates and times of use by B&GC of such Parking Spaces.

D. The District intends to lease the WAC to the City of Los Angeles Department of Recreation and Parks (the “**City**”) (the “**WAC Lease**”). Upon the commencement date of the WAC Lease and until expiration or termination thereof, the City will be a third party beneficiary of this License Agreement and shall have the right to enforce the provisions of this License Agreement against B&GC and to exercise rights and remedies against B&GC for any breach.

E. By this License Agreement, the Parties desire to memorialize the conditions of the use of the Parking Spaces by B&GC and the B&GC Parties, including, without limitation, specifying the location, and dates and time of use, of the Parking Spaces, and to confirm other agreements between the Parties as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Location and Use of Parking Spaces. In consideration for the payment of \$1.00 by B&GC to the District which sum shall be paid by B&GC to the District within 30 days after the Effective Date, the District grants to B&GC, and B&GC accepts from the District, a license, subject to the terms and conditions set forth in this License Agreement, to enter upon the WAC, using the existing driveway off Q Street and the access routes depicted on Exhibit A, and park personal passenger vehicles of the B&GC Parties in the Parking Spaces, as depicted in the attached Exhibit A, Monday through Friday from 3:00 p.m. to 7:00 p.m. The 31 spaces under the 2008 Parking Covenant are assigned to the WAC's south parking lot ("**WAC South Parking Lot**"), at the location depicted on Exhibit A, and the 27 spaces under the 2015 Parking Covenant are assigned to the WAC's unimproved parking lot ("**WAC Unimproved Parking Lot**"), at the location depicted on Exhibit A. B&GC shall be responsible for opening and closing the driveway gate on each day of use and for maintaining its own daisy-chained padlock on the driveway gate. B&GC shall not use or permit the use of the Parking Spaces in a manner that is unlawful or that creates damage, waste or a nuisance. In addition, B&GC shall comply with all applicable laws, regulations, codes, and ordinances in connection with its use of the Parking Spaces as permitted under this License Agreement and shall not permit the parking of vehicles in the Parking Spaces other than personal passenger vehicles of the B&GC Parties.

2. Limited Purpose of License. The License Agreement shall be construed to constitute a license only for the limited purpose of parking passenger vehicles of the B&GC Parties only in the Parking Spaces as described in Section 1 above. Without limiting the foregoing, in no event shall any of the Parking Spaces at the WAC South Parking Lot or the WAC Unimproved Parking Lot be used for storage or any other purpose whatsoever except only for the parking of passenger automobiles of the B&GC Parties in the Parking Spaces. This License Agreement shall not be construed to be a lease, sublease, tenancy, joint venture, partnership, or any other business or legal relationship between the Parties. Further, this License Agreement shall not be construed to convey any real property right, title or interest in the WAC (or any portion thereof, including, without limitation, the WAC South Parking Lot or the WAC Unimproved Parking Lot) to B&GC.

3. Termination and Surrender. This License Agreement shall immediately, automatically, and unconditionally terminate, without the need for any notice whatsoever, upon the termination or expiration of the Lease. Upon termination, B&GC shall immediately surrender the Parking Spaces to the District with no automobiles parked thereon.

4. "As Is" Condition. B&GC acknowledges and agrees that it is using the Parking Spaces at the WAC South Parking Lot and the WAC Unimproved Parking Lot "as is" and "with all faults". The WAC South Parking Lot is a paved lot with 31 striped parking spaces and three (3) solar-powered pole lights. The WAC Unimproved Parking Lot is an existing dirt area without any striping, pavements, lighting, or other improvements. B&GC further acknowledges and agrees that neither the District, nor any other County Sanitation Districts of Los Angeles County, or their respective successors, assigns, partners, directors, officers, trustees, beneficiaries, members, employees, agents, lenders, attorneys and affiliates of the District (the "**District Parties**") has made, or shall make, any representation or warranty whatsoever as to the Parking Spaces, the WAC South Parking Lot, the WAC Unimproved Parking Lot, or the WAC.

5. Maintenance. The District shall maintain the striping and the solar-powered pole lights at the WAC South Parking Lot in their current condition and repair as of the Effective Date. The District shall have no obligation to pave, stripe or install lighting at the WAC Unimproved Parking Lot. B&GC shall immediately repair, at its sole cost and expense, to the satisfaction of the District any damage caused by any of the B&GC Parties to the WAC South Parking Lot or any portion of the WAC.

6. Indemnification. B&GC shall indemnify, defend and hold harmless the District, all District Parties, and the City from and against any loss, liability, claim, damage, cause of action, injury, cost or expense (including, without limitation, attorneys' fees and costs) arising out of, in connection with, or relating to B&GC's use of the Parking Spaces, B&GC's failure to vacate the Parking Spaces upon

termination of this License Agreement, or B&GC's negligence, breach of this License Agreement, violation of applicable laws, regulations, codes, or ordinances, or misconduct in connection with its use of the Parking Spaces.

7. Assignment and Subleasing. B&GC shall not assign, transfer, sell, or convey its rights or obligations under this License Agreement to any person or entity or enter into any sublicense with any person or entity, without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

8. Insurance. B&GC shall obtain and keep in force liability insurance, naming the District and the City as additional insureds, in such reasonable amounts and covering such perils, as the District may reasonably require.

9. Exemption of District from Liability. Neither the District, nor any District Parties shall be liable for injury or damage to the vehicles or other property of B&GC or any of the B&GC Parties or any other person in or about the Parking Spaces whatsoever, from any cause, whether the said injury or damage results from conditions arising upon the Parking Spaces, the WAC South Parking Lot, the WAC Unimproved Parking Lot, or upon other portions of the property of which the Parking Spaces is a part (including, without limitation, the WAC), or from other sources or places.

10. Recording. Neither this License Agreement, nor any other document evidencing or memorializing the terms and conditions contained herein shall be recorded without the prior written consent of the District which consent may be withheld in the District's sole and absolute discretion.

11. Release. B&GC represents to the District that it has no claims, causes of action, offsets, or defenses against the District in connection with its use and occupancy of the Parking Spaces prior to the Effective Date. B&GC and anyone claiming by, through or under B&GC hereby fully and irrevocably releases the District and the District Parties from all claims that it or they may now have or hereafter acquire against the District or any of the District Parties for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matters affecting the Parking Spaces or the WAC. This release includes claims of which B&GC is presently unaware or which B&GC does not presently suspect to exist in its favor which, if known by B&GC, would materially affect B&GC's release of the District and the District Parties. B&GC specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Initials by B&GC: _____

12. Third Party Beneficiary. Upon the commencement date of the WAC Lease by and between the District and the City for the entirety of the WAC, the City shall be a third party beneficiary of this License Agreement and shall have the right to enforce the provisions of this License Agreement against B&GC and to exercise rights and remedies against B&GC for any breach. The third party beneficiary rights conferred upon the City pursuant to the immediately preceding sentence shall immediately, automatically, and unconditionally terminate without notice upon expiration or termination of the WAC Lease.

13. Miscellaneous.

(a) This License Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This License Agreement may not be modified or amended except by a written document executed by both Parties to this License Agreement.

(b) Each Party is duly authorized to execute this License Agreement.

(c) The Parties agree that this License Agreement will not be construed in accordance with the meaning of the language used and will not be construed for or against any Party by reason of the authorship of this License Agreement or any other rule of construction that might otherwise apply.

(d) This License Agreement will be governed by and construed pursuant to the laws of the state of California. Any disputes arising from this License Agreement will be decided in an action or proceeding brought before the Los Angeles Superior Court. Both Parties to this License Agreement agree that the Los Angeles Superior Court will have exclusive jurisdiction to adjudicate any dispute arising from or related to this License Agreement, to enter final judgments, and also consent to venue before the Los Angeles Superior Court.

(e) If any provision of this License Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the remainder of this License Agreement will remain in full force and effect. If any provision of this License Agreement is deemed invalid due to its scope or breadth, that provision will be deemed valid to the extent of the scope or breadth permitted by law.

(f) This License Agreement including all exhibits, constitutes the entire understanding between the Parties and supersedes all other agreements, representations and warranties, oral or written, with respect to the subject matter of this License Agreement. This is a fully integrated agreement.

(g) No provision of this License Agreement may be waived, modified or amended except in writing signed by all Parties whose rights are thereby waived, modified or amended. Waiver of any one provision of this License Agreement will not be deemed to be a waiver of any other provision.

(h) The Parties each agree to bear their own respective costs and attorneys' fees incurred in connection with the preparation and negotiation of this License Agreement.

(i) If any legal action is brought to enforce the terms and conditions of this License Agreement, including the releases provided, the prevailing party in that action will be entitled to recover its actual costs, expenses and attorneys' fees in addition to any and all other remedies available by law or in equity. Each Party agrees that in the event any such legal action is commenced, that such party hereby waives its right to request a jury trial.

(j) The individuals executing this License Agreement on behalf of the District and B&GC represent and warrant they have authority and power to execute this License Agreement on behalf of the District and B&GC, respectively.

(k) The Parties represent and warrant to one another that each of them has had the full opportunity of consulting counsel of their own choosing in connection with the preparation of this License Agreement, that each of them has read and understood the provisions of this License Agreement and is fully aware of the contents and legal effect thereof.

(l) Pursuant to authority granted by the District's Board of Directors at its public meeting on June 8, 2022, the District's Chief Engineer and General Manager is authorized to execute this

License Agreement and take all actions on behalf of the District in connection with (a) any approvals, consents, or actions required of or by the District under this License Agreement or (b) any minor amendments to this License Agreement, including modification of the location of the Parking Spaces within the WAC and the times and dates of use of the Parking Spaces.

(m) This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all, when taken together, shall constitute the entire agreement between the Parties. For purposes of this provision, a facsimile or electronic signature shall be deemed to be the equivalent of an original signature and shall be effective to bind a Party hereto.

[Signatures Appear on Following Page]

The Parties are signing this License Agreement as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY**

By: _____
Robert C. Ferrante
Chief Engineer and General Manager

**APPROVED BY:
COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Robert C. Ferrante
Chief Engineer and General Manager

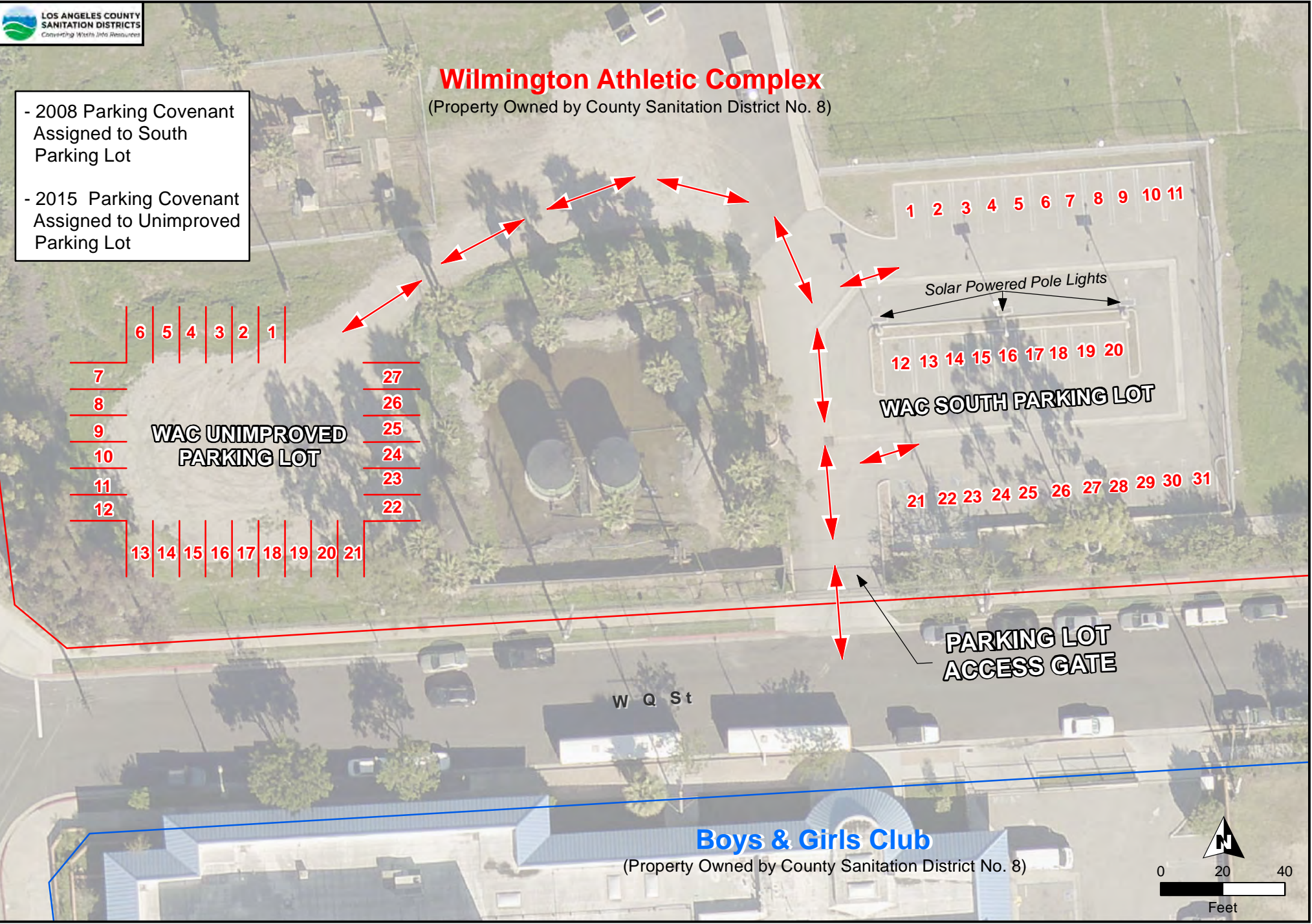
**BOYS AND GIRLS CLUBS OF THE LOS
ANGELES HARBOR**

By: _____
Mike Lansing
Executive Director

Wilmington Athletic Complex

(Property Owned by County Sanitation District No. 8)

- 2008 Parking Covenant Assigned to South Parking Lot
- 2015 Parking Covenant Assigned to Unimproved Parking Lot



PARKING LICENSE WITH BOYS & GIRLS CLUB

EXHIBIT A