

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement"), dated for purposes of identification only as of June 1, 2021 (the "Date of Agreement"), is entered into by and between the CITY OF FULLERTON, a California municipal corporation and general law city (hereinafter the "City") and Fullerton Free Church, a registered 501(c)(3) non-profit religious organization (the "Licensee").

RECITALS

WHEREAS, the City is the owner of that certain parcel of real property that is located at 3012 Garnet Lane, Units A & B in the City of Fullerton; County of Orange, State of California, and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the City desires to allow the Property to be used for civic, social and/or cultural uses of benefit to the residents of the City of Fullerton; and

WHEREAS, the City now desires to enter into this Agreement with Licensee to enable Licensee to use the Property for the purpose and activities described in Paragraph 1 below, subject to all of the terms and conditions set forth herein; and

WHEREAS, Subject to the terms of this Agreement, Licensee will locate its facilities in that portion of the Property which is depicted in **Exhibit B** attached hereto and incorporated herein by this reference (the "Premises") consisting of an area of approximately 3,000 square feet.

NOW, THEREFORE, for and in consideration of these premises and the terms and conditions herein, the adequacy of which are hereby acknowledged, the City and Licensee agree as follows:

1. License to Use Premises: City hereby issues to Licensee a Non-Exclusive License to enter upon and use the Premises for and during the term of this License, and any extension or renewal thereof, solely and exclusively for the following purposes or activities: After school activities, classes and enrichment programs for the neighborhood. The Premises under this Agreement (including but not limited to members of the general public) (herein referred to collectively as "Licensee's Designees") to provide enrichment classes, afterschool classes, tutoring and social activities by Licensee (the "Project"), as more particularly described in attached hereto and incorporated herein by this reference as **Exhibit C**.

2. Term: This License shall commence on the date this Agreement has been signed by the City ("Commencement Date") and shall continue for one (1) year with the option to renew for an additional five (5) one (1) year terms, for a total of six (6) years, terminating at 11:59 p.m. local time on the sixth (6th) anniversary of the date this Agreement has been signed by the City ("Expiration Date"). The City Manager (or his or her designee) is expressly authorized to extend the Term of this License on behalf of the City. This License and the Licensee's rights hereunder may not be extended beyond

the Expiration Date unless such extension is set forth in writing and signed by both City and the Licensee.

Notwithstanding the foregoing or any other provision of this License, City may terminate this License with or without cause, or for any reason (including, but not limited to, if and when City determines that the public interest, health, safety or welfare require such termination), at any time, by giving Licensee a ninety (90) days written notice of termination.

1.1 Grounds for Termination. In addition to other provisions within this Agreement, this Agreement may be terminated as follows:

1.1.1. By either Party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof);

1.1.2. By Licensee, upon sixty (60) days prior written notice to Licensors, for cause if it is unable to obtain any license, permit or other governmental approval necessary for, the construction, installation and/or operation of the Licensee's Facilities or Licensee's business;

1.1.3. By City, upon one hundred eighty (180) days prior written notice to Licensee, if its City Council decides, for any reason, to develop the Premises in a manner it determines, in its sole discretion, to be inconsistent with the continued use of the Premises by Licensee, provided, however, that during such prior written notification period, the City shall endeavor to work with Licensee to help Licensee to locate to an alternative City-owned property, provided further that such property exists and would be acceptable to both Licensors and Licensee; and, City and Licensee shall enter into a separate License Agreement regarding the new location. However, City shall not be held liable and Licensee shall have no further rights under this Agreement if City and Licensee fail to locate another reasonable City-owned property;

1.1.4. By City, upon sixty (60) days prior written notice to Licensee, if Licensee shall make any assignment for benefit of creditors or file any petition under the Bankruptcy Code of the United States or any state, or have any such petition filed against it;

1.1.5. By City, upon sixty (60) days prior written notice to Licensee, if its City Council decides, in its sole discretion, at a public hearing that Licensee's use conflicts with any applicable law.

1.2 Abandonment. Should Licensee at any time abandon the use of the Premises, or any part thereof, or fail at any time for a continuous period of sixty (60) days to use the same for the purposes contemplated herein, then this Agreement shall terminate, and in addition to any other rights or remedies, City shall immediately be entitled to exclusive possession and ownership of the

portion so abandoned or discontinued, without the encumbrance of this Agreement. City, at its option, may remove any improvements remaining on the abandoned property, at Licensee's expense.

2. Use of Premises.

2.1 Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to, and Licensee shall comply with and cause Licensee's Designees to comply with, the following conditions, covenants and restrictions. Each person entering the Premises shall be considered at all times to be acting as an agent of Licensee.

2.1.1. Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1, above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of City.

2.1.2. Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals", as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by City, to be brought upon, left, used or abandoned on the Premises.

2.1.3. Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code Section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.1.4. City or its authorized representatives shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.1.5. Licensee agrees to allow access to the Premises by any of Licensee's Designees only between the hours of 7:00 a.m. and 10:00 p.m. daily, except in case of an emergency where immediate response is needed to address potential maintenance and operation issues on the Premises.

2.2 Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises. Further, Licensee shall provide electrical and water "stubs" within the Premises. Licensee shall be responsible for running the required utility lines to the Premises, as part of the initial construction project.

2.3 Permits and Approvals: Licensee shall obtain any and all governmental permits, approvals, licenses or other authorizations, which may be required in

connection with the use of the Premises as set forth in this License. No approval or consent given under this License by City shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by City, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting the City's right to indemnification, it is agreed that Licensee shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California statutes and Employers Liability in an amount not less than \$1,000,000 per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis (i.e., without a self-insured retention), but may include a deductible of not more than \$5,000 per occurrence, provided that such deductible is disclosed to the City, in writing, at the inception of this Agreement.

Comprehensive Automobile Liability Coverage including – as applicable – owned non-owned and hired autos, in an amount not less than (\$1,000,000 per occurrence, combined single limit. Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

"This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the City Clerk, City of Fullerton, 303 West Commonwealth Avenue, Fullerton, CA 92832, except in the event of cancellation for non-payment of premium which shall provide for no less than a ten (10) day notice."

The Commercial General Liability Insurance policy, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by Licensee pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Fullerton."

"The City of Fullerton, its officers, agents, employees, representatives and designated volunteers are added as additional insureds as respects the acts, omissions, operations, and activities of, or on behalf of, the named insured, in regard to products supplied, or work or services performed for, or related to, the City of Fullerton."

Prior to commencing any work under this Agreement, Licensee shall deliver to the City insurance certificates confirming the existence of the insurance required under this Agreement, including the applicable clauses and/or provisions referenced above. Also, within thirty (30) days of the execution date of this Agreement, Licensee shall provide the City (i) endorsements to the insurance policies which add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to the City evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise provided for in said insurance policies. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Licensee's responsibility to see that the City receives documentation acceptable to the City which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California and (ii) possessing an *A. M. Best* rating of A VII or higher, or (iii) otherwise acceptable to the City, with prior written permission from the City. In the event that a claim or other legal action is filed against the City, and if the City, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then the City has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that Licensee shall fully defend, hold harmless, and indemnify the City against any such claim or other legal action. In addition to other remedies the City may have if Licensee fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the City may, at its sole option:

A. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the City may have and is not the exclusive remedy for Licensee's failure to maintain insurance or secure appropriate endorsements.

Nothing contained in this Insurance Section shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's, (or Licensee's contractors/subcontractor, if any) performance of the work covered under this Agreement.

The City's Risk Manager is hereby authorized to reduce the requirements set forth herein in the event he determines that such reduction is in the city's best interest.

2.5 Indemnification. To the fullest extent permitted by law, Licensee agrees to indemnify, defend (at the City's option), and hold harmless the City, its officials, officers, employees, agents, designated volunteers, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of

or in connection with Licensee's (or Licensee's contractors' or subcontractors', if any) (i) acts, errors, or omissions, (ii) performance or failure to perform, (iii) goods or services provided, (iv) work performed by, or on behalf of Licensee, or (v) use of the property to which this license applies, relative to this Agreement; except for those Claims which arise out of the sole negligence or willful misconduct of the City.

Notwithstanding the provisions of the above paragraph, Licensee further agrees to assume all risk, and to indemnify, defend, and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Licensee or Licensee's employees, exhibitors, contractors, representatives, patrons, guests, or invitees.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not the City, Licensee, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

3. Legal Relations and Responsibilities

3.1 Nature of Relationship: City and Licensee understand and agree that the only relationship between them created by this License is that of Licensors and Licensee, and that this License does not create, and shall not be construed to create, any City, partnership, joint venture, landlord-tenant or other relationship between City and Licensee.

3.2 Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, City, and its respective officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

3.3 Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of City, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

3.4 Acknowledgment of City's Title: Licensee hereby acknowledges the title of City in and to the Premises, including the real property fixtures and improvements existing or erected thereon (if any), and Licensee hereby covenants and promises never to assail, contest or resist City's title to the Premises.

3.5 Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify the City and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

3.6 Possessory Interest Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that City shall have no responsibility therefor.

3.7 City's Reservations

3.7.1 City hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to City. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

3.7.2 Subject to the provisions in Section 2.1.3 above, City hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

3.7.3 City further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

3.8 Waiver of Claims: As a material part of the consideration to City under the License, Licensee hereby waives any and all claims that it may have against City during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, Licensee's Designees, or to third parties in or about the Premises, from any cause arising at any time.

3.9 Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

3.10 Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at City's option, be deemed to have been abandoned and transferred to City. City shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to Licensee's Designees, and City shall have no duty to account for such property. Licensee agrees to reimburse City for any and all costs associated with City transferring or disposing of Licensee's or Licensee's Designees' personal property pursuant to this Section.

3.11 Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by City, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, or any other promise, representation or inducement not expressly set forth in this License. All persons entering the Premises under this Agreement do so at their own risk.

3.12 No Representation or Warranty Concerning Premises: Licensee acknowledges that neither City, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, or any other matter not expressly set forth in this License.

3.13 Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should City be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's or Licensee's Designees' occupancy or use of the Premises under this License, Licensee shall pay to City (as the case may be) its costs and expenses incurred in such suit, including reasonable attorneys' fees.

3.14 Security Measures: Licensee acknowledges that City makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that City shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, Licensee's Designees and property within the Premises from any and all acts of any third party. Licensee shall be responsible for installing any security

gate around the perimeter of the Premises, with City's prior approval. City agrees to provide and install one security light on the Premises.

3.15 No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than the City and Licensee.

3.16 Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

3.17 City's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of City in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives and releases any claims, demands, causes of action, whether known or unknown, fixed or contingent, against the City, its respective officers, employees, representatives, successors and assigns based upon, arising from, or relating to the termination of this License. This waiver and release shall include, without limitation, any and all claims in relation to the Premises or Licensee or Licensee's Designees for relocation assistance or benefits arising from the California Relocation Act (commencing with Section 7260 of the California Government Code), the Uniform Relocation Assistance and Real Premises Acquisition Public Act of 1970 (42 U.S.C. Sections 4601 *et seq.*), and any similar or analogous enactment or rule or regulation promulgated pursuant thereto. This paragraph shall be interpreted to give effect to the intent of the parties that Licensee, who has had the opportunity to consult with legal counsel of its choosing, and has engaged in active negotiations as to all of the terms and provisions of this License, shall receive no relocation compensation, benefits, remuneration, advice, or assistance. By waiving and forever releasing claims both known and unknown, Licensee expressly waives any rights under California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."


LICENSEE'S INITIALS

4. Maintenance and Repair of Premises

4.1 Licensee's Obligation to Maintain Premises: Licensee shall at all time

during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of City, in its sole discretion), the Premises and all appurtenances and every part thereof, including trees, raised planters and improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the raised planters, buildings, structures, facilities, improvements and equipment thereon (if any), comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of City and in compliance with all applicable laws. City shall provide shared dumpster(s) and green waste dumpster(s) for the Premises and shall pay any associated costs therewith.

4.2 Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or Licensee's Designees on the Premises or to maintain or make repairs or replacements as required by this License, City shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from City, City may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to City within ten (10) days of Licensee's receipt of a statement of such costs from City. Any such maintenance, repair or replacement by or on behalf of City shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict City from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

5. Non-Exclusive Use by Licensee

5.1 Licensee acknowledges and understands that the Property, including the Premises, is City-owned property dedicated for the purpose to support City use. Licensee shall not unreasonably interfere with Licensor's use of the Property.

5.2 The uses allowed per this Agreement shall be on a nonexclusive basis. As such, Licensor reserves the right to allow the Property to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Property, provided that Licensor shall not allow any other party to physically occupy that portion of the Premises where the Project is located and Licensor shall not allow uses which would unreasonably interfere with Licensee's use of the Premises, as provided herein. Licensor reserves the right to make additions, deletions, or modifications to its own facilities on the Property.

6. Miscellaneous

6.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to City:	City Manager City of Fullerton 303 W. Commonwealth Ave. Fullerton, California 92832
With a Copy to:	Community and Economic Development Attn: Director 303 W. Commonwealth Ave. Fullerton, California 92832
If to Licensee:	Fullerton Free 2801 Brea Blvd. Fullerton, California 92835 Attention: Mitch Fierro

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

6.2 Warranty of Authority: Each officer of City and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

6.3 Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

6.4 Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

6.5 Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both City and Licensee. No amendment,

change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

6.6 Successors: Subject to the provisions of Paragraph 4.3, above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, City, Licensee, and their respective successors and assigns.

6.7 Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

6.8 Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

6.9 Improvements.

6.9.1. Prior Consent for Improvements: Licensee shall not make any alteration of or improvement to the Premises without the prior written approval of City. In the event that Licensee desires to make any alteration, improvement, addition or utility installation in or about the Premises, Licensee shall present such request in writing to City, for each phase of construction, together with detailed plans of the proposed alteration or improvement; and Licensee shall not commence such alteration or improvement unless and until City has granted approval thereto in writing. Licensee shall ensure that its contractor works closely with the City in constructing any improvements to the Premises. If the City fails to respond to said request within ten (10) working days, request will be deemed approved and Licensee can move forward with the alteration. However, painting, window coverings, flooring, adding furniture is allowed.

6.9.2. In the event that City grants written approval to any requested alteration of or improvement to the Premises, such approval shall be deemed conditioned upon Licensee acquiring all governmental licenses, approvals and permits required therefor, and such alteration or improvement shall be constructed in strict conformance with the plans approved therefor by City. Once approved by City, no changes or alterations shall be made to the plans without the prior written approval by City. Said approved plans shall automatically become attachments to this License and be incorporated herein.

6.9.3. In the event that City grants written approval to any requested alteration of or improvement to the Premises, Licensee shall construct such alteration or improvement in strict conformance with such approval at Licensee's sole cost and expense.

694. Ownership of Improvements: All improvements constructed or placed within the Premises by Licensee, including but not limited to raised planters, landscaping, irrigation systems, electrical and other utilities shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Unless otherwise authorized by the City, such improvements shall be removed from the Premises at the expiration of this License and the Premises shall be restored to the condition that existed prior to the improvements being constructed at Licensee's sole cost and expense.

695. Mechanics Liens or Stop-Notices: Licensee shall at all times indemnify and save City harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees and costs.

In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Licensee shall either:

- (a) Record a valid Release of Lien, or
- (b) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Licensee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, this License shall be in default and shall be subject to immediate termination.

6.10 City Approvals and Actions through the Director of Community and Economic Development. The Director of Community and Economic Development, or his/her designee, shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the Director of Community and Economic Development, or his/her designee, is authorized to act, unless this Agreement specifically provides otherwise or the context should otherwise require. The Director of Community and Economic Development shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantively change the uses of the Premises permitted under this Agreement or cause the City to incur costs. The Director of Community and Economic Development, or his/her designee, is authorized to approve extensions of the term (but shall have no obligation to do so) provided that:

- (a) each such extension is in writing and is signed by the Director of Community and Economic Development and Licensee.

All other material and/or substantive interpretations, waivers, or amendments

shall require the consideration, action and written consent of the City.

6.11 Fingerprinting

As a condition precedent to the effectiveness of this Agreement, Licensee shall be fingerprinted by the City of Fullerton. Licensee's fingerprints shall be submitted to the Department of Justice for a criminal record summary which will be sent to the CITY. As an alternative to fingerprinting by the City of Fullerton, Licensee may show compliance with the provisions provided below by submitting adequate documentation to the CITY that he or she has undergone a fingerprint check through the Department of Justice.

a. Licensee hereby authorizes and directs the Department of Justice to furnish a criminal record summary on Licensee to the Fullerton Parks and Recreation Department containing criminal records information on LICENSEE, in accordance with the provisions of Education Code Section 10911.5, Penal Code Section 11105.3 and Public Resources Code Section 5164. Licensee understands that the existence of criminal records under Education Code Section 10911.5, Penal Code Section 11105.3 and/or Public Resources Code Section 5164 may constitute disqualification of Licensee from use the Premises under this Agreement.

b. Licensee further understands that criminal conduct under the aforementioned statutes occurring subsequent to commencement of this Agreement may be cause for immediate termination of this Agreement.

c. CITY acknowledges that the fingerprints and criminal data generated under the provisions of this Agreement are confidential and agrees to use such information only for the purposes for which it was acquired.

***[Remainder of page left blank; signatures on
next page.]***

IN WITNESS WHEREOF, THE CITY AND THE LICENSEE HAVE EXECUTED
THIS AGREEMENT ON THE RESPECTIVE DATES SET FORTH BELOW.

"CITY"

CITY OF FULLERTON,
a municipal corporation

Dated: _____, 2021.

By: _____
Steve Danley, Acting City Manager

ATTEST:

CITY CLERK

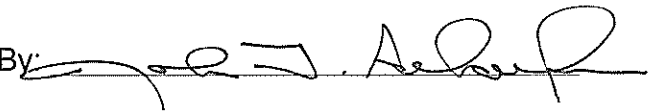
By: _____

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____

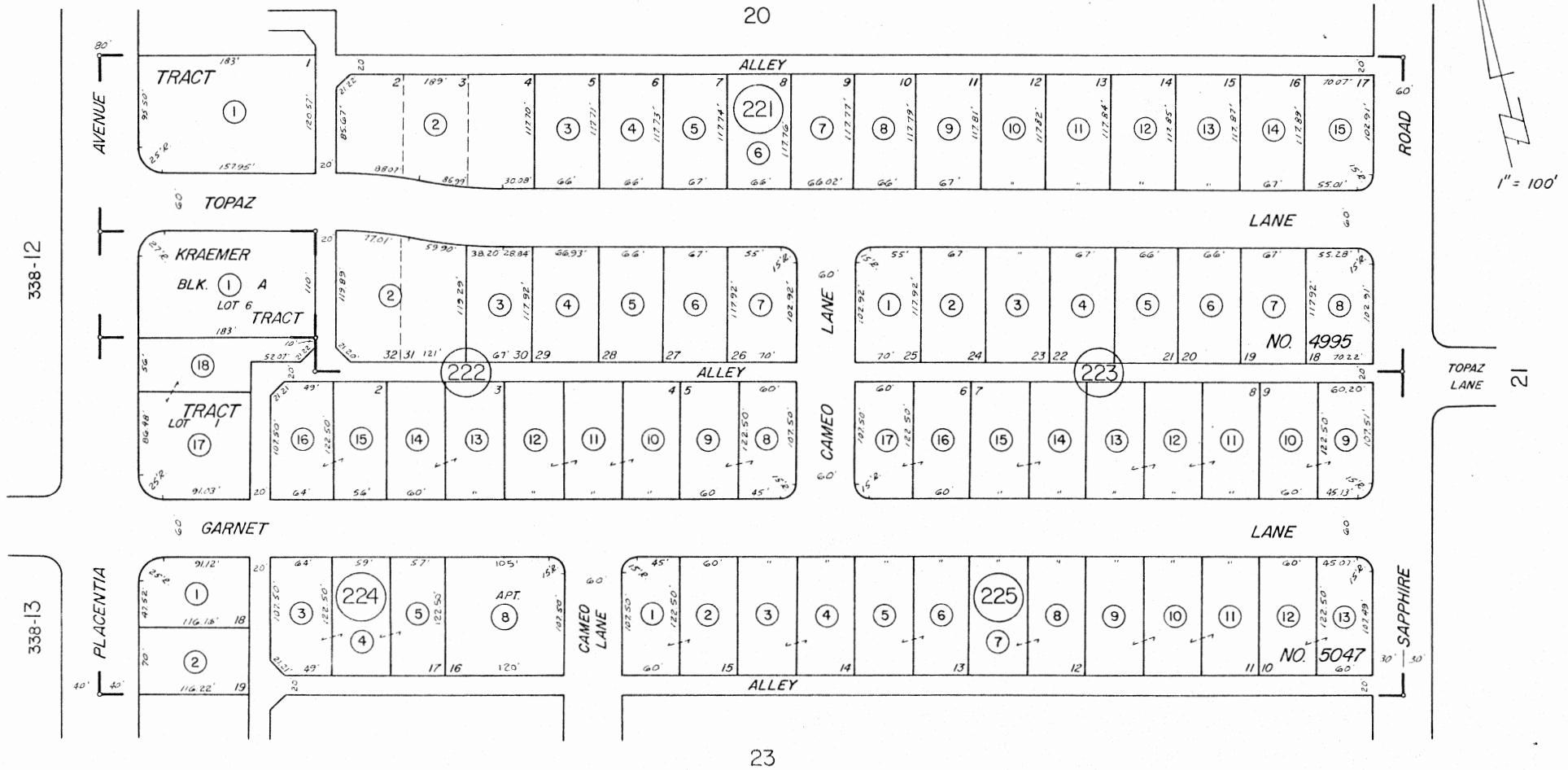
"LICENSEE"

Dated: 5/11 / _____, 2021.

By: 

Printed Name: JOHN T. SCHAEFER

Title: STAFF SHEPHERD



MARCH 1978

KRAEMER TRACT
TRACT NO. 5047
TRACT NO. 4995

L. A. I - III, 112
M. M. 179 - 27, 28
M. M. 179 - 43, 44

NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

ASSESSOR'S MAP
BOOK 339 PAGE 22
COUNTY OF ORANGE

EXHIBIT B

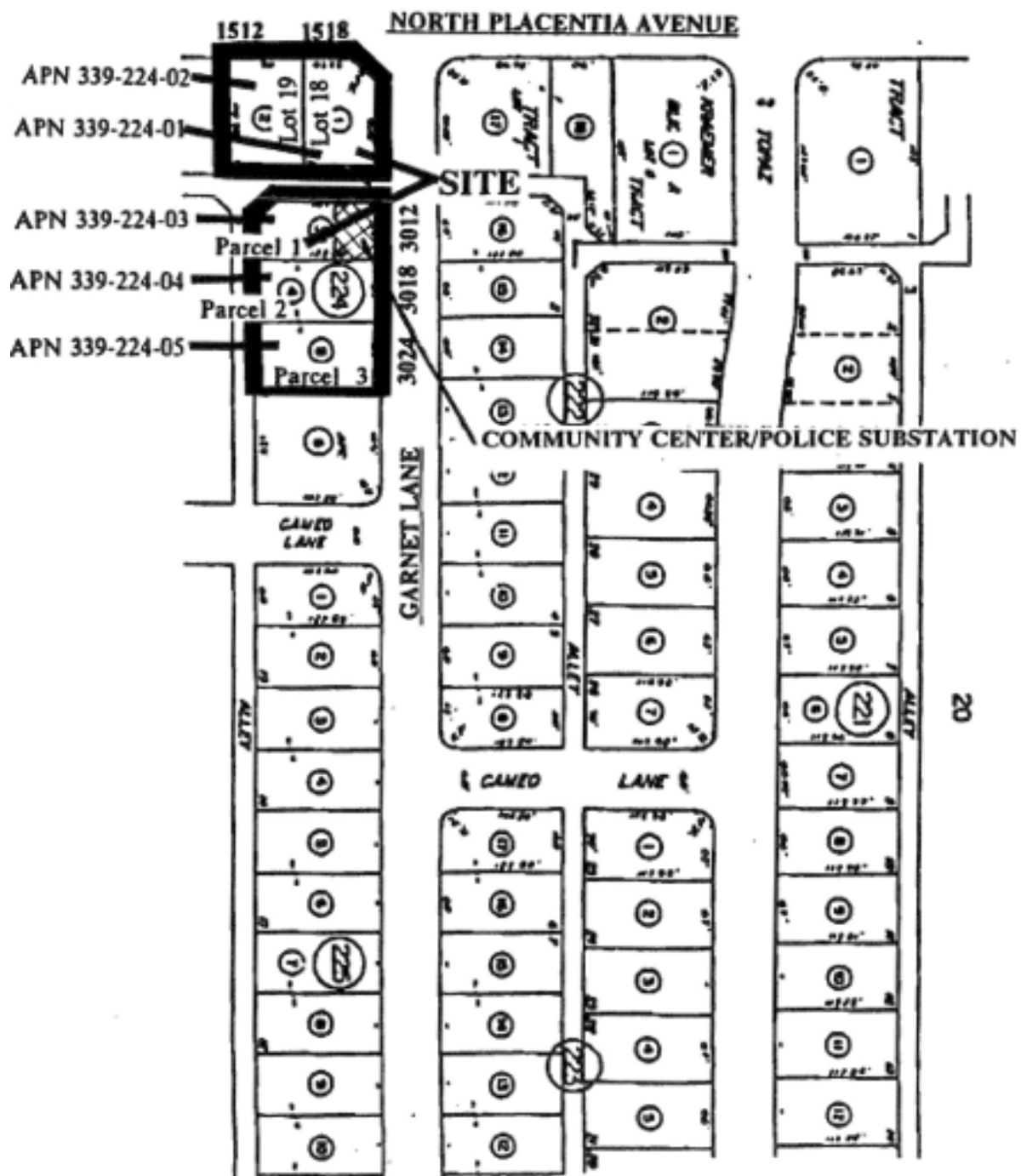


EXHIBIT C
Garnet Center Programming and
Operations Scope of Services

- Meet the educational and relational needs of the students and their families in the Garnett neighborhood.
- Youth after school programs for grades 1-6. Program consists of homework assistance, sports/athletic play/playground time at the new park.
- Teen after school program for children aged 12-17 years. Programs consist of educational and athletic programs including Workforce Development.
- Summer youth and teen programs for children from 1st grade – 17 years.
- Mentoring opportunities for students 13 to 17 years.
- Providing referral services for other agencies and programs not offered at the Garnet Center.
- Community meetings offered to residents of the “gem neighborhood” to discuss and address needs within the community.
- Year-round Daily Nutritious Meal Service through partnership with Fullerton Free Church.
- Adult classes aimed at equipping and empowering them in both, their home and the community.