LIVESTOCK GRAZING LICENSE

THIS LIV	TESTOCK GRAZING LICENSE ("License")	is made and entered into this
day of	, 20, by and between the City of R	Roseville, a municipal corporation
("CITY"), and	, a	("LICENSEE").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, CITY is the owner of approximately 228 acres of real property commonly referred to as the Reason Farms Environmental Preserve ("Preserve") located in the City of Roseville, State of California, currently known as APN 017-010-023-000, as depicted in Exhibit "A" attached hereto and by reference made a part of hereof ("Subject Property"); and

WHEREAS, Placer Land Trust ("PLT") is the owner and holder of a perpetual conservation easement over approximately 223 acres of the Preserve (the "Subject Property") for the purpose of protecting the conservation values of the Subject Property as critical habitat for vernal pool fairy shrimp and foraging habitat for Swainson's hawk, recorded at the Placer County Clerk Recorder's Office on August 15, 2005 (the "Conservation Easement"); and

WHEREAS, the Conservation Easement includes an Operations and Management Plan approved by CITY, PLT and appropriate government authorities, outlining CITY's habitat management requirements on the Subject Property (the "O&M Plan"); and

WHEREAS, one of the requirements outlined in the O&M Plan is that CITY shall appropriately graze livestock on the Subject Property to assist with habitat management; and

WHEREAS, on November 1, 2006, CITY and PLT entered into a Grazing Revenue

Agreement agreeing that all grazing revenue from the Subject Property shall be paid directly to

PLT in support of its efforts to preserve land in western Placer County.

WHEREAS, LICENSEE has prepared a proposal dated _______, which describes the scope of work to be performed by LICENSEE and the annual license fee to be paid by LICENSEE to PLT for the right to use the Subject Property for livestock grazing; and

WHEREAS, LICENSEE is qualified and experienced to provide livestock grazing and CITY desires to grant a License to LICENSEE to provide livestock grazing on the Subject Property pursuant to the terms and conditions below.

NOW, THEREFORE, the parties agree as follows:

1. <u>License to Use Subject Property.</u> CITY hereby grants, and LICENSEE hereby accepts, a non-exclusive, non-transferable license to graze the Subject Property. The Subject Property has been broken down into four fenced paddocks, two in the northern section and two in the southern section.

Since LICENSEE's right to use the Subject Property shall be non-exclusive, CITY and those designated by CITY shall be entitled to use the Subject Property, without prior notice to LICENSEE, for any other purpose that will not interfere with LICENSEE's ability to adequately manage livestock or that may materially, adversely impact forage quality or quantity.

Notwithstanding the foregoing, CITY shall not grant any additional grazing licenses over the Subject Property, or any part thereof, during the term of this License.

2. <u>Delivery and Use of the Subject Property.</u> Delivery of the Subject Property shall be deemed to have occurred by the Parties on the effective date of this License, and LICENSEE

accepts such Subject Property by execution of this License in an "AS-IS" condition. The Subject Property is licensed to LICENSEE for the sole purpose of grazing livestock in accordance with the General Conditions, which is attached hereto as Exhibit "B" and incorporated herein by this reference, and LICENSEE's proposal dated ________, which is attached hereto as Exhibit "C" and incorporated herein by this reference. As used herein, "livestock" means _______. Livestock grazing shall be conducted to remove potentially flammable vegetation, reduce thatch levels and reduce non-native/invasive species within all paddocks within the Subject Property. Trees in the southern paddocks must be protected from grazing animals.

LICENSEE shall not use or permit the use of the Subject Property, or any part thereof, for any other purpose including residential occupancy. No grazing may be performed in the riparian zone. All operations incident to this use of the Subject Property shall be carried on according to the best course of husbandry practiced in the vicinity.

LICENSEE's use of the Subject Property is subject to the terms and conditions of this License, the Conservation Easement and the O&M Plan.

Trespass and Damage Caused by Livestock. LICENSEE shall prevent the trespassing of LICENSEE's livestock upon contiguous and other land and roadways and shall use due diligence in preventing such trespass. CITY does not assume any responsibility for damage caused by livestock in the event they leave the Subject Property. This includes, but is not limited to, damage to any adjoining or nearby pasture, cropland, sensitive wildlife habitat, etc. LICENSEE agrees to assume full responsibility for all damage relating to LICENSEE's livestock and their actions.

- 4. <u>Disclaimer of Warranty/Liability.</u> CITY makes no warranty or representations or guarantees about the quality or quantity of feed or water on the Subject Property. Livestock owned by LICENSEE is not insured by CITY in any form. CITY is not responsible in the event of disease outbreak affecting LICENSEE's livestock. CITY is not responsible in the event that LICENSEE suffers a loss of livestock due to theft, disease, weather, mismanagement, acts of God. etc.
 - 5. <u>Existing Rights.</u> This License is subject to:
- a. The Conservation Easement, the O&M Plan and all existing easements, servitudes, licenses and rights of way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines, and other purposes, whether recorded or not.
- b. The rights of other lessees under any existing or future oil, gas and mineral lease or leases from CITY affecting the entire or any portion of the Subject Property, whether recorded or not.
- 6. <u>Term.</u> The term of this License shall commence on _____ and expire on _____, but shall be subject to earlier termination as hereinafter set forth.
- 7. Annual License Fee. The annual license fee payable by LICENSEE shall be \$_______ per acre for an annual total of \$_______. The license fee shall be paid directly to PLT and is due by _______ every year. Payment shall be mailed to the following address:

Attention: Executive Director Placer Land Trust 11661 Blocker Drive, Suite 110 Auburn, CA 95603

- 8. <u>Delinquency of Payment.</u> If the annual license fee is not received by PLT within fifteen (15) calendar days from the due date, then a late charge of five percent (5%) shall become due and shall be paid by LICENSEE to PLT. All past due balances shall additionally accrue interest at the rate of one and one-half percent (1.5%) interest per month until paid in full.
- 9. Payment of Costs and Expenses. LICENSEE agrees to pay all costs and expenses related to LICENSEE's grazing and maintenance of the Subject Property. The costs and expenses of grazing include, but are not limited to, the costs of water, fuel, electricity, other utility fees, equipment, feed, and veterinarian care. LICENSEE shall be billed directly for utilities, if any, and shall promptly pay all utility and other charges accruing or payable in connection with LICENSEE's use of the Subject Property during the term of this License when due.
- 10. <u>Taxes.</u> CITY shall pay all applicable real property taxes and assessments levied upon the Subject Property. LICENSEE understands that its license in the Subject Property may be subject to a possible possessory interest tax that the CITY or Placer County may impose, and that such tax payment shall not reduce any sum due the CITY hereunder, and that any such tax shall be the sole liability and responsibility of LICENSEE.
- 11. <u>Water Supply.</u> It shall be LICENSEE's obligation to install and maintain an irrigation system to supply water to all paddocks for the animals. CITY shall be responsible for paying all costs of materials and supplies in connection with the installation of the irrigation system. LICENSEE shall be responsible for paying all costs of labor associated with the installation of the irrigation system and shall be responsible for all costs of labor, materials and supplies in connection with maintaining and repairing the irrigation system.

Prior to performing any maintenance or repair work to the CITY owned irrigation system,

LICENSEE shall supply to CITY a written description of such work and an estimate of the costs.

LICENSEE must obtain CITY's written consent prior to commencing work. The persons in the

CITY authorized to give LICENSEE written consent to commence work are as follows: the City

Manager, the City Manager's designee, the Parks, Recreation and Libraries Director, or the Open

Space Manager. LICENSEE shall be responsible for paying the entire costs of such maintenance
or repair work.

CITY does not assume any responsibility to LICENSEE for any water shortage on the Subject Property and assumes no responsibility for the quality or quantity of water supplied to the Subject Property. LICENSEE accepts the risk of water shortages and the costs and damages arising therefrom. In the event of a drought, LICENSEE may haul water onto the Subject Property using a portable tank.

Property in good condition, clean and free from debris and trash and damage caused by

LICENSEE's use hereunder. Furthermore, LICENSEE shall be responsible for maintaining the

Subject Property, including but not limited to, all fences, gates and the irrigation system, and
must maintain such property in the same order and condition in which received, ordinary wear
and tear excepted. LICENSEE shall provide firebreaks along the perimeter of the Subject

Property by July 1st of every year (if required by the Open Space Manager). LICENSEE is
prohibited from performing any maintenance in the riparian zone and is prohibited from
trimming, pruning or removing any trees without the CITY's written consent and without
complying with any applicable City of Roseville ordinance. CITY is prohibited from requiring
LICENSEE to trim, prune or remove any trees in violation of any applicable City of Roseville
ordinance.

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uses Prohibited. LICENSEE shall not commit or suffer to be committed any waste or nuisance upon the Subject Property or do any other act or thing which may be prohibited by applicable law, regulation or ordinance. LICENSEE shall not erect signs on the Subject Property without the approval of CITY, which approval may be withheld in the sole discretion of CITY, unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. In addition, LICENSEE may not engage in any act that could disturb the quiet enjoyment of CITY or any other licensee or tenant of CITY on reserved or adjacent property.

This License shall further not extend to any exploration or extraction of any oil, gas or other mineral deposits from such Subject Property. CITY specifically reserves the right to explore for oil, gas or other minerals upon the Subject Property, so long as such exploration is done in such a fashion that it will not unreasonably interfere with the use of such Subject Property by LICENSEE for grazing. If it shall be necessary for CITY to dislocate LICENSEE to permit such exploration or development, CITY may do so by paying to LICENSEE the reasonable net income value to LICENSEE which LICENSEE could reasonably expect to receive for the lands occupied and utilized by CITY or its agent for mineral development by CITY for the term of the occupation during the License term.

- 14. <u>Chemicals.</u> LICENSEE shall not use, apply, or distribute any form of pesticide, rodenticide, insecticide, fungicide, herbicide, or other chemical treatment, including fertilizer, on or about the Subject Property without the prior written consent of CITY.
- 15. <u>Alterations or Improvements.</u> Except for alterations or improvements related to the irrigation system, LICENSEE is prohibited from making any alterations or improvements to

the Subject Property, or to any trees located on the Subject Property, without the CITY's written consent.

- 16. Travel on Subject Property. Travel on the Subject Property by truck shall be limited to existing roads, and off-road travel on the Subject Property shall be limited to horseback or ATV travel only. If required to perform necessary repairs or improvements to the irrigation system or other infrastructure such as corrals and fences, trucks may be allowed off-road access if no other reasonable options are available.
- 17. Entry Upon Property and Inspection of Records. The CITY and its agents shall have the right to enter the Subject Property at all reasonable times to perform geological, engineering, and other studies and surveys, for the purpose of inspecting the LICENSEE's grazing operations, and for all other lawful purposes. LICENSEE shall make and keep pertinent records of all operations and conduct under this License and shall make them available to CITY and CITY's agents and assigns at all reasonable times for inspection.
- Abandonment. LICENSEE shall not vacate or abandon the Subject Property at any time during the term hereof. If LICENSEE does abandon, vacate, or surrender the Subject Property, or if LICENSEE is dispossessed by process of law, or otherwise, any personal property belonging to LICENSEE and left on the Subject Property shall be kept for a reasonable time by CITY, but in no event longer than fifteen (15) days after CITY gives LICENSEE notice to remove that property from the Subject Property, after which time, if it has not been claimed by LICENSEE, it may be treated by CITY as abandoned.
- 19. <u>Liens.</u> LICENSEE shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by LICENSEE and shall hold CITY

harmless from and against any liability, including attorney's fees and costs, of any lien filed on account of any such work or improvement performed or caused to be performed by LICENSEE.

- 20. <u>Indemnification.</u> This License is made upon the express condition that CITY shall be kept free from all liability and claim for damages or other relief by reason of injury to any person or persons, including death, or property of any kind regardless of to whom it belongs, while in, upon or in any way connected with the Subject Property and/or exercise of rights and obligations under this License during the term of this License or any occupancy under it.

 LICENSEE hereby covenants and agrees to defend, indemnify, save and hold harmless CITY and its officers, agents and employees from any and all liability, loss, cost or obligation on account of or arising out of any such injuries or losses, however occurring. The Parties agree that this indemnity is intended to be construed as broadly as permitted under the law.
- 21. <u>Hazardous Materials.</u> LICENSEE shall not permit, use or conduct operations on or at the Subject Property or manufacture, store, sell, use, dispose of, release, or discharge or permit the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Materials in any manner which violates Environmental Law or which causes there to be any liability under Environmental Law. LICENSEE shall be solely responsible for and will defend, indemnify and hold CITY, its officers, agents, employees, and volunteers harmless from and against any and all liability, claims, suits, actions, proceedings, damages, costs, and expenses, including, without limitation, attorneys' fees and costs, imposed upon or incurred by LICENSEE arising out of or in connection with a breach of the provisions of this Section or LICENSEE's introduction of Hazardous Materials to the Subject Property. LICENSEE's obligations under this Section will survive the expiration or prior termination of this License.

In the event that any Hazardous Material is used or released which results in diminution

in the value of the Subject Property or results in actions by federal, state, county, or local agencies, LICENSEE shall conduct corrective work regardless of whether such actions are directed to CITY or LICENSEE. Corrective work shall mean the removal, relocation, elimination, remediation or encapsulation of chemicals or other materials from all or any portion of the Subject Property and to the extent thereby required the reconstruction and rehabilitation of said property pursuant to and in compliance with any requirements set forth by any Federal, State, County or Local agencies, or to reverse any diminution in value of said property that may have occurred.

LICENSEE will promptly notify CITY of: (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Subject Property; and (ii) all claims made or threatened by any third party against LICENSEE, or any part of the Subject Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Subject Property, or any part thereof.

CITY may, from time to time during the term of this License, conduct such environmental assessments or tasks as CITY deems necessary, provided that CITY will give LICENSEE reasonable prior notice of its entry on the Subject Property for such purposes and will cooperate in minimizing any disruption of LICENSEE's use of the Subject Property as a result of such activity.

For purposes of this License, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9628; the Hazardous Materials Transportation Act of 1990, as amended, 49 U.S.C. §§ 5101-5128; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901-6987; any materials or substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article 3-2 of the above Code, as well as any other substances which pose a hazard to health or environment; any herbicides, pesticides or fertilizers which are not shipped, stored, handled, mixed, applied, cleaned up or disposed of in strict compliance with the manufacturer's instructions, and in strict compliance with the applicable regulations established by any federal, state, county or local agency; and material now contained in or that may be added to the list of chemicals known to the state to cause cancer or reproductive toxicity, which is further contained in the State of California Health and Welfare Agency Safe Drinking Water and Toxic Enforcement Act of 1986; any material identified as a hazardous substance, hazardous material and/or infectious waste as defined in sections 25110, et seq. and 25117.5 or 25500 et seq. of the Health and Safety Code or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Environmental Law").

22. <u>Insurance.</u> LICENSEE agrees to continuously maintain, in full force and effect, the following policies of insurance during the term of this License.

COVERAGE LIMITS OF LIABILITY

Workers Compensation Statutory

Commercial General Liability Bodily Injury:

\$1,000,000 each occurrence \$2,000,000 aggregate Property Damage: \$1,000,000 each occurrence Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

Automobile Liability including endorsements for owned, hired and nonowned vehicles Bodily Injury: \$500,000 each occurrence \$1,000,000 aggregate Property Damage: \$100,000 each occurrence

Damage to Rented Premises

\$100,000 each occurrence

LICENSEE shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. LICENSEE shall also provide a separate endorsement form showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of LICENSEE. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. LICENSEE shall provide thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this License. LICENSEE shall furnish a certificate for the period covered by this License. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LICENSEE of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of

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this License or law. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by CITY in writing.

Failure of LICENSEE to maintain such insurance or to indemnify CITY as specified shall be grounds for immediate termination of this License at CITY's option.

- 23. <u>Default.</u> Anyone of the following constitutes a default and breach of this License by LICENSEE:
- a. LICENSEE defaults in the due and punctual payment of the annual license fee, and such default continues for ten (10) calendar days after written notice from CITY; and if after such written notice any annual license fee is not paid when due, a breach will be considered to have occurred without further notice.
 - b. LICENSEE vacates or abandons the Subject Property.
- c. LICENSEE violates the use provisions or use restrictions identified in this License, the Conservation Easement or the O&M Plan.
- d. This License or the Subject Property or any part of the Subject Property are taken upon execution or by other process of law directed against LICENSEE, or are taken upon or subject to any attachment by any creditor of LICENSEE or claimant against LICENSEE, and said attachment is not discharged or disposed of within fifteen (15) calendar days after its levy.
- e. Voluntary or involuntary proceedings under any bankruptcy or insolvency law or for reorganization or arrangement under the bankruptcy laws of the United States or insolvency act of any state or for the dissolution of LICENSEE are instituted against LICENSEE, or a receiver or trustee is appointed for all or substantially all of the property of LICENSEE, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60)

calendar days after such institution or appointment.

- f. LICENSEE purports to assign this License, or sublet or sublicense all or a portion of the Subject Property, in violation of the terms hereof.
- g. LICENSEE fails to carry or maintain the policies of insurance and limits of coverage required by Section 22 of this License and/or fails to provide CITY with all required certificates of insurance, endorsements and/or renewals when due under the terms of this License.
- h. LICENSEE breaches any of the other agreements, terms, covenants or conditions which this License requires LICENSEE to perform, or breaches any of the other agreements, terms, covenants or conditions restricting LICENSEE's use, and such breach continues for a period of ten (10) calendar days after written notice from CITY to LICENSEE or, if such breach cannot be cured reasonably within such ten (10) day period, if LICENSEE fails to diligently commence to cure such breach within ten (10) calendar days after written notice from CITY and to complete such cure within a reasonable time thereafter.
- i. LICENSEE breaches any of the terms, covenants, conditions, use provisions, or use restrictions contained in the Conservation Easement or O&M Plan, and such breach continues for a period of ten (10) calendar days after written notice from CITY to LICENSEE or, if such breach cannot be cured reasonably within such ten (10) day period, if LICENSEE fails to diligently commence to cure such breach within ten (10) calendar days after written notice from CITY and to complete such cure within a reasonable time thereafter.
- 24. <u>Remedies of CITY on Default.</u> In the event of default by the LICENSEE, CITY may at its sole option terminate this License. Upon any termination for LICENSEE's default, CITY may, after giving forty-eight (48) hours' notice, enter and repossess the Subject Property.

- 25. <u>Termination.</u> CITY may terminate this License without cause by giving LICENSEE thirty (30) days advance written notice from the City Manager. LICENSEE may terminate this License without cause by giving CITY ninety (90) days advance written notice.
 - 26. <u>Unavailability of Subject Property.</u> In the event any significant part of the Subject Property becomes unavailable for grazing because of: (a) flood or fire not caused by LICENSEE which inundates, burns or destroys available grass and forage; (b) any taking or condemnation by any government authorities; or (c) any use of grazing area by CITY, or third parties designated by CITY, for drilling, mining, logging, archeological excavation and similar operations, then the license fee shall be adjusted as negotiated by CITY and LICENSEE.
- Surrender. Upon expiration or earlier termination of this License, LICENSEE shall surrender the Subject Property to CITY. Within fifteen (15) calendar days following the expiration or termination of this License, LICENSEE shall remove all of its animals, property and materials from the Subject Property. LICENSEE agrees to leave such land, premises and improvements in as good a condition as such land and improvements existed on the date of acceptance herein, except for normal wear and tear; provided however LICENSEE shall not be responsible for any damage occurring to such Subject Property or improvements arising from acts of God or other natural conditions. If within fifteen (15) calendar days after the expiration or termination of this License, LICENSEE has not removed its animals, property and materials and not restored the Subject Property as required herein, CITY may do so and LICENSEE shall reimburse CITY for all expenses or costs for such removal and restoration upon CITY's written demand. LICENSEE's obligations under this Section shall survive the expiration or other termination of this License.

- 28. <u>No Holding Over.</u> LICENSEE shall have no right to use or access all or any part of the Subject Property after the expiration of this License.
- 29. <u>Performance.</u> Time is of the essence of this License. No waiver of any breach of any of the covenants, agreements, obligations, conditions or provisions of this License to be kept or performed by either party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant, agreement, obligation, condition, or provision thereto.
- 30. <u>Compliance with Laws.</u> No use of the Subject Property shall be made or permitted which is in any manner contrary to any federal, state or local statutes, ordinances, regulations, and other requirements of law in effect during the term of this License.
- 31. Third Party Beneficiary. PLT is intended to be a third party beneficiary of this License and as such, is legally entitled to enforce all the payment terms contained in this License. However, this License does not and is not intended to confer any rights or remedies upon any other person or entity other than the parties and PLT.
- 32. <u>Assignment or Sublicensing.</u> LICENSEE may not assign or sublicense this License and any rights under it, or sublicense the entire or any portion of the Subject Property, and any right or privilege appurtenant to the Subject Property, and permit any other person to occupy or use the entire or any portion of the Subject Property without the written permission of CITY. An assignment or sublicense of this License without CITY's written consent shall be void and shall, at CITY's option, terminate this License.
- 33. <u>Independent Contractor.</u> LICENSEE shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this License. Furthermore, LICENSEE is prohibited from using CITY's name, logo, mark or any other

identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without CITY's prior written consent.

- 34. <u>Successors in Interest.</u> This License shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
- 35. Attorney's Fees; Venue; Governing Law. In the event of any action brought to enforce this License, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this License shall be brought in Placer County, California, regardless of where else venue may lie. This License shall be governed by and construed in accordance with the laws of the State of California.
- 36. <u>Notices.</u> Any notices to parties required by this License shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

<u>CITY OF ROSEVILLE</u>	<u>LICENSEE</u>
Open Space Manager	
2005 Hilltop Circle	
Roseville, CA 95747	

Either party may amend its address for notice by giving notice to the other party in writing.

- 37. <u>Severability.</u> If any provision of this License proves to be illegal, invalid or unenforceable, the remainder of this License will not be affected by such finding, and in lieu of each provision of this License that is illegal, invalid or unenforceable, a provision will be added as a part of this License as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
 - 38. Integrated Agreement. This is an integrated agreement and contains all of the

terms, considerations, understanding and promises of the Parties and may not be modified or altered except by writing executed by each party hereto. It shall be read as a whole.

IN WITNESS WHEREOF, the	City of Roseville, a municipal corporation, has authorize
the execution of this License in duplica	te by its City Manager and attested to by its City Clerk
under the authority of Resolution No	, adopted by the Council of the City of Roseville o
the day of, 20, ar	nd LICENSEE has caused this License to be executed.
CITY OF ROSEVILLE, a municipal corporation	, a
BY:RAY KERRIDGE City Manager	BY: its:
ATTEST:	and
BY:SONIA OROZCO City Clerk	BY: its:
APPROVED AS TO FORM:	
BY:BRITA J. BAYLESS City Attorney	

APPROVED AS TO SUBSTANCE:		
BY:		
	DOMINICK CASEY	
	Parks, Recreation and Libraries Director	