

LICENSE AGREEMENT

This License Agreement (the "License") is by and between the City of Commerce, a municipal corporation ("Licensor") and United Parcel Service, Inc., an Ohio corporation ("Licensee") and is dated as of the later date set forth on the signature blocks below.

RECITALS

A. Licensor owns or leases the properties located at 5476 & 5530 Jillson St. and 2500 S. Eastern Ave. and 5600 Jillson St., Commerce, CA 90040 (the "Property").

B. Licensor desires to license to Licensee, and Licensee desires to license, a portion of the Property ("License Area") as such License Area is shown on the attached Exhibit A.

AGREEMENT

The parties therefore agree as follows:

1. **License: License Term.** Licensor hereby licenses to Licensee a revocable right to enter upon the License Area over and across the Property as may be necessary to access the License Area and to exclusively use the License Area for the Permitted Use for the period commencing on October 18, 2019 and expiring on January 18, 2020 (the "License Term"). Licensee shall have access to and from the License Area from a public road twenty-four (24) hours a day, seven (7) days a week.

2. **License Fee.** In consideration for such License, Licensee shall pay Licensor the sum of \$45,316.86 per month (the "License Fee"). If the License commences on a date which is not the first day of the month, then the License Fee shall be appropriately prorated for such month. If for any reason Licensee is prevented from using the License Area for the entire License Term then Licensor shall refund to Licensee, on a pro rata basis, any unearned License Fee paid in advance within five (5) business days after Licensee ceases use of the Licensed Area.

3. **Use.** Licensor permits Licensee to use the License Area for the purposes of parking and staging the trucks, trailers and equipment and/or the parking of passenger vehicles of the Licensee, and/or Licensee's employees, contractors, customers or agents (the "Permitted Use").

4. **Maintenance.** Licensee, at its sole cost and expense, shall keep the License Area, any access ways and driveways thereto in good condition and repair including but not limited to the maintenance and repair of all paved areas and landscaping. Licensor at its sole cost and expense shall provide sufficient lighting to illuminate the License Area, driveways and access ways during the License Term each day from dusk to dawn of the following morning.

5. **Insurance.** Licensee shall maintain general liability insurance during the License Term insuring against loss, damage or liability for personal injury, bodily injury or death of any person or loss or damage to property occurring in, upon or about the License Area. Such insurance shall be in an amount not less than one million dollars (\$1,000,000.00) as to injury to person or persons and Five Hundred Thousand Dollars (\$500,000.00) property damage and shall name Licensor as additional insured.

6. **Termination Right.** Notwithstanding anything to the contrary herein, either party may terminate this License, with or without cause, upon providing the other party thirty (30) days advanced written notice. Licensee shall have the right to terminate this agreement upon fifteen (15) days advanced written notice to Licensor ("Licensee's Notice") in the event (i) that the Permitted Use, as herein defined, is prohibited, burdened or impaired by any governmental body or agency in any manner; (ii) it should become unlawful or illegal for Licensee to use the License Area or any part thereof for the Permitted Use or otherwise; or (iii) continuous access to or from the License Area from a public road shall be prevented or materially impaired. Upon the termination date set forth in Licensee's Notice, all of the rights, obligations and liabilities

between the parties shall be terminated and of no further force and effect. Upon termination, Licensee shall return the License Area to Licensors in the same condition as Licensors provided it to Licensee on the effective date of this License.

7. **As-Is: Licensee Indemnity.** Licensee accepts the License Area in its "As-Is" condition. Licensee hereby acknowledges that Licensors makes no representations, warranties, guarantees, or assurances with respect to the License Area, including but not limited to its condition or safety, or its utility for the Permitted Use of the License Area. Except for any claims of injury, death or damage caused by Licensors, its agents, employees, invitees, or licensees, Licensee shall indemnify, defend, and hold Licensors harmless from and against any and all liabilities, losses, costs, damages, injuries or expenses, including reasonable attorneys' fees and court costs, caused by claims of injury to and death of persons or damage occurring on the License Area to the extent caused by Licensee's use of the License Area. This includes, but is not limited to, Licensee's use, maintenance, and occupation of the License Area regardless whether such injury, damage, or loss results from the negligence or willful misconduct of Licensee, its employees, and its agents acting within the scope of their agency on the License Area.

8. **License.** This agreement shall be construed as a license and does not convey any real estate interest to Licensee in the License Area whatsoever. This License is personal to Licensee and may not be assigned or transferred in any manner to any other party.

9. **Notice.** All notices, demands, consents and requests required or permitted hereunder shall be in writing and shall be deemed given when delivered by hand or deposited with the United States Postal Service and sent by prepaid certified mail, return receipt requested, or deposited with United Parcel Service and sent by prepaid UPS Next Day Air® delivery, and if by the United States Postal Service or United Parcel Service, properly addressed to the party to be notified at the address for such party as follows:

Licensee: UPS Corporate Real Estate
2826 Willis Street
Santa Ana, CA 92705
Attn: Dan Scidmore

Licensors: City of Commerce
2535 Commerce Way
Commerce, CA 90040

If any notice mailed or sent by the United States Postal Service or by UPS Next Day Air® delivery service is properly addressed with appropriate charges prepaid but is returned because the intended recipient refuses delivery or can no longer be found at the current notice address, such notice shall be deemed effective notice and to be given on the date such delivery is refused or cannot be accomplished.

10. **Counterparts Allowed.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement. To facilitate execution of this Agreement by the parties, pdf signatures shall have the same validity and effect as original signatures.

11. **Waiver of Jury Trial.** To the extent that they may lawfully do so, the parties hereto waive trial by jury in any action or proceeding brought on, under or by virtue of this Agreement.

12. **Authority.** Licensors represents and warrants to Licensee that (i) it has the full right and authority to execute this License, convey the license herein, and perform the obligations of Licensors herein; and (ii) this License will not violate any existing agreement, lease, agreement, law, or judicial order to which Licensors or the Property is subject.

13. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and may not be modified except by an instrument in writing duly executed by all of the parties hereto. The License shall be governed by the laws of the state in which the Property is located.

Each party is signing this Agreement as of the date next to their respective signatures below.

LICENSEE:

LICENSORS:

United Parcel Service, Inc., an Ohio corporation

City of Commerce, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

