

ORIGINAL

576-01210

**REVOCABLE LICENSE**

This REVOCABLE LICENSE is entered into on this \_\_\_ day of July, 2012 (the "Effective Date") by and between the COUNTY OF EL DORADO, CALIFORNIA, a California body corporate, politic and subdivision ("Licensee"), and DST REALTY OF CALIFORNIA, INC., a California corporation ("Owner").

Licensee: The County of El Dorado, California, for the exclusive benefit of the county of El Dorado, California's Sheriff's Office as described herein, and for no other uses. The County officer or employee responsible for administration of this License is Lieutenant Bryan Golmitz, or his successor.

Owner: DST Realty of California, Inc.

Premises: To the extent required by Licensee to conduct training exercises, and for no other reason whatsoever and reasonable ingress to and egress from the Building (defined below), Owner may, from time to time and in its sole discretion, license Licensee to use an approximately 58,000 square foot building (the "Building") generally located at 5272 Robert J. Mathews Parkway in El Dorado Hills, California (collectively, the "License").

Licensee accepts the Premises in its "As Is" condition, without representation or warranty concerning its condition, fitness or suitability for any particular purpose. In particular, Landlord shall have no obligations pursuant to this License whatsoever.

Licensee asserts, warrants and represents that Licensee is vested with adequate authority under all applicable laws to agree to, and be bound by, the terms and provisions contained within this Agreement.

Prior to the 20<sup>th</sup> day of each calendar month, Licensee shall provide written notice to Owner of the dates on which Licensee intends to use the Premises during the next following calendar month. Additionally, Licensee shall obtain Owner's written consent (which may be given by electronic mail) to its use of the Premises prior to each such use not less than 72 hours prior to each training exercise at the Building.

Licensee shall not permit the use of the Premises by anyone other than Licensee, as described above; provided however, Licensee may use the Premises for joint training exercises involving Licensee's employees and personnel, and employees and personnel of another law enforcement agency(ies) so long as, in each such event, Owner has (i) provided prior written consent to such joint training exercises, and (ii) such other law enforcement agency(ies) provides Owner with evidence of its insurance in compliance with the requirements set forth below, which requirements necessarily include the naming of Owner as an "additional insured".

Notwithstanding anything to the contrary, Owner is not obligated to make the Building available to Licensee, and Owner may elect not to do so at any time and for any reason or no reason. In addition, Owner may terminate this Agreement at any time.

Licensee shall use the Building in strict compliance with all federal, state and local laws and regulations. Licensee shall not use any toxic or hazardous material (including, without limitation, tear-gas) in the Building without Owner's prior written consent (which consent may be withheld in Owner's sole discretion). After each use of the Building, Licensee shall clean and restore the Building to its condition prior to such use.

Rent or Occupancy Fee: Waived – no charge.

Insurance: Licensee shall maintain, at its sole cost and expense, the insurance coverages, and obligations, as outlined in Exhibit A attached hereto.

Release: Licensee acknowledges and agrees that Owner is entering into this License and making the Premises available hereunder solely as an accommodation to Licensee, and neither Owner nor any of its affiliates or agents shall have any liability to Licensee or any other person or party in connection with or arising directly or indirectly from this License or the use of the Premises by Licensee hereunder. LICENSEE HEREBY UNCONDITIONALLY RELEASES AND DISCHARGES OWNER AND OWNER'S AFFILIATES AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, OBLIGATIONS, DAMAGES, COSTS OR EXPENSES WHATSOEVER IN

CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY FROM THIS LICENSE AND/OR THE USE OF THE PREMISES BY LICENSEE.

Governing Law: This License shall be governed by the law of the State in which the Premises is located.

Jury Trial Waiver: THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THIS LICENSE.

Entire Agreement: This License constitutes the entire and exclusive agreement between the parties with respect to the Premises, and supersedes all other understandings, oral or written, relating thereto.

IN WITNESS WHEREOF, the Licensee and Owner have executed this License as of the Effective Date.

**Licensee:**

**THE COUNTY OF EL DORADO,  
CALIFORNIA**, a California body corporate,  
politic and subdivision

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Chairman of the Board of Supervisors

**Owner:**

**DST REALTY OF CALIFORNIA, INC.**,  
a California corporation

By:  \_\_\_\_\_

Vincent P. Dasta, President

**EXHIBIT A**  
**Insurance Requirements**

*Undefined capitalized terms used in this Exhibit shall have the same meaning provided to those terms in the License.*

**Insurance:** Licensee shall provide proof of a policy of insurance satisfactory to the Owner and documentation evidencing that Licensee maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee as required by law in the State of California.

B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Licensee to access the Premises or exercise its rights under License.

D. In the event Licensee is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

E. Licensee shall furnish a certificate of insurance satisfactory to Owner as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to the Owner, or be provided through partial or total self-insurance likewise acceptable to the Owner.

G. Licensee agrees that the insurance required above shall be in effect at all times during the term of this License. In the event said insurance coverage expires at any time or times during the term of this License, Licensee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the License, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Owner and Licensee agrees that no access shall be granted to the Premises prior to the giving of such approval. In the event the Licensee fails to keep in effect at all times insurance coverage as herein provided, Owner may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the Licensee's coverage without thirty

(30) days prior written notice to Owner, and;

2. The Owner, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this License are concerned. This provision shall apply to the general liability policy.

I. The Licensee's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.

L. The insurance companies shall have no recourse against the Owner, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Licensee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this License.

N. In the event Licensee cannot provide an occurrence policy, Licensee shall provide insurance covering claims made as a result of Licensee's use of the Premises under the License for not less than three (3) years following the expiration, or termination, of this License.

O. The insurer, or Licensee if self-insured, will waive any subrogation rights.

P. Certificate of insurance shall meet such additional standards as may be determined by the Owner either independently or in consultation with its risk management personnel, as essential for the protection of the Owner.