

## LICENSE AGREEMENT FOR PUBLIC PURPOSES

This License Agreement (Agreement) is entered into on 10/6/2020, by and between County of El Dorado, a political subdivision of the State, (County) and the Georgetown Divide Recreation District (District).

### RECITALS

- A. County is the owner of record of that certain parcel of real property (County's Property; APN #074-173-009) located in the unincorporated area of El Dorado County, California, depicted in the Ricci Road School Access Exhibit attached to and incorporated by this reference into this Agreement.
- B. District is the owner of record of that certain parcel of real property (District's Property; APN #074-173-008) located in the unincorporated area of El Dorado County, California, depicted in the attached Ricci Road School Access Exhibit, used for providing recreational and educational services. District, through no fault of their own, currently has no regular means of access to District's property, and without this access District cannot provide a valuable public service to the County. District seeks to travel across County's Property in order to access District's Property.
- C. County and District enter into this Agreement for the purpose of District receiving a license for the purposes described below in this Agreement in that portion of County's Property depicted in the attached Ricci Road School Access Exhibit (License Area).

- D. County finds granting this license serves a valid public purpose by providing District's necessary access to District's Property in order to ensure that County residents can be provided with vital recreational and educational services
- E. Pursuant to Government Code Section 25526.6, the Board of Supervisors hereby finds that the establishment of the license is in the public interest and will not substantially conflict or interfere with the use of the underlying fee ownership of the properties by the County.

Now, therefore, with regard to the foregoing Recitals and in consideration of the mutual covenants and conditions herein contained, the parties agree as follows agree as follows:

## **AGREEMENT**

### **1. LICENSE USES**

County provides a revocable temporary license to District, as well as employees of the districts and authorized guests, to travel across the License Area for the purpose of ingress and egress to District's property and for no other use, subject to the following conditions:

- A. This license applies to the District, the employees of the District, and other authorized users, including parents or guardians of minors who attend recreational and educational services on District's property. District is responsible for ensuring that all employees and authorized users of the District abide by the terms of this license.
- B. Use of the License Area will be limited to Monday-Friday between the hours of 8AM-6PM. If District needs to travel across the License Area outside of those

hours, District will first obtain approval from Deputy Director of Maintenance for the Department of Transportation or his or her designee.

- C. District's rights in the License Area will be limited to ingress and egress only.

District will have no right to park vehicles in the License Area.

- D. District shall abide by any rules, including signage, regarding use of the License Area.

- E. To the fullest extent of the law, District agrees to indemnify, and hold harmless, County, its officers, employees, agency and representatives from and against any and all claims, actions, losses, injuries, damages, or liability for damages, demands, actions, losses, costs, penalties and expenses of every name, kind, and description, including litigation cost and attorney's fees incurred, directly or indirectly arising out of, causally connected with, or resulting from the use of the License Area by District, including use by its employees and authorized users, excepting only loss, damage, or other liability solely attributable to the sole negligence or willful acts of County, its officers and employees, or as expressly prescribed by statute. This duty to indemnify and hold County free and harmless includes the duties to defend, inclusive of this set forth in California Civil Code Section 2778.

## **2. TERM**

Either party may terminate this Agreement at any time for any reason by submitting a written notice to the other party. This Agreement will end on the date that notice is received by the other party.

**GEORGETOWN DIVIDE RECREATION DISTRICT:**

Date: 9/28/2020

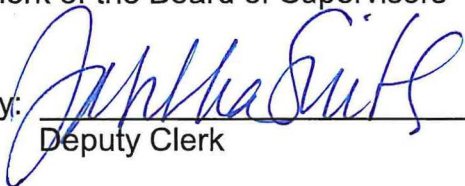
By:   
Board of Directors, Chair

**COUNTY OF EL DORADO:**

Date: 10/6/2020

By:   
Board of Supervisors, Chair

ATTEST:  
Clerk of the Board of Supervisors

By:   
Deputy Clerk