

Attachment 'C'

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LICENSE AGREEMENT BETWEEN THE CITY OF KERMAN AND JOSEPH  
CROWN CONSTRUCTION AND DEVELOPMENT, INC.

(WELL SITE 33: APN NUMBER 020-140-22S AND 020-140-23S)

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THIS LICENSE AGREEMENT is entered into by and between the City of Kerman (“City”), and Joseph Crown Construction and Development, Inc. (“Crown”).

RECITALS

- A. Crown owns the real property located at APN 020-140-22S and 020-140-23S, Kerman, CA 93630 in the County of Fresno (the “Property”).
- B. Crown has a pending tentative map application for development of Property.
- C. The City is engaged in a project to construct Well 33 which will replace current Well 12 which may no longer be used based on contamination issues.
- D. Well 33 will be built and paid by City and will replace current Well 12 which may no longer be used based on contamination issues.
- E. The City is in need of a portion of the Property at this time to conduct a hydrogeological investigation for establishing the suitability of proposed Well 33.
- F. As part of the pending tentative map process, City will require dedication of a well site.
- G. Crown is amenable to providing the City with the use of a portion of Property to conduct the hydrogeological investigation.
- H. City and Crown enter into this Agreement for the purpose of City receiving a license for the purposes described below in this Agreement.

AGREEMENT

1. Description of Property. Crown is the owner of certain real property located at APN 020-140-22S and 020-140-23S, Kerman, CA 93630 in the County of Fresno (the “Property”) and more particularly described in **Exhibit A** attached to this Agreement and hereby incorporated by reference.
2. Grant of License. Crown grants City, at no cost to City, permission to enter upon the Property within that area shown on the map marked **Exhibit B** attached hereto and incorporated by this reference into this Agreement (License Area) and to use the Property for performing

exploratory well drilling activities which include construction of a test well to determine the sufficiency and quality of water of a future potable water production well (Well 33). At least 48 hours advance written notice will be give before the initial entry on the Property.

3. License Non-assignable. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in City by the grant of this License.
4. Term. This License shall commence when the License Agreement is signed by both parties and terminate one year thereafter. The effective date will be the last date of execution.
5. Termination of Occupancy. On or before the termination date for this License specified in paragraph 4 of this Agreement, City shall remove all of City's personal property from the Property and shall surrender possession of the Property to Owner.
6. Indemnity. City shall protect, defend, indemnify, and hold harmless Crown, its employees, elected officials, agents, and representatives from any and all claims, demands, losses, costs, liabilities and damages arising out of City's use or occupation of the Property, including, without limitation, the acts or omissions of City, its agents, employees, invitees, or any other person; any breach by City of any provision of this License, and/or the conduct of City's business on Property.
7. Insurance. City further agrees to maintain in full force during the term of this License, at City's own expense, a policy of comprehensive liability insurance, including property damage, which will insure City and Crown against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. City shall also maintain workers' compensation insurance. The policy shall be approved as to form and insurance by Crown.
8. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
9. Entire Agreement. This Agreement constitutes the entire agreement between City and Crown relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to the Agreement shall be of no force and effect unless it is in writing and signed by City and Crown.
10. Counterparts. This Agreement may be signed by the parties in different counterparts, and by electronic or digital means and platforms, including DocuSign or Adobe Sign, and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument and be binding on both parties.

**IN WITNESS WHEREOF**, the parties sign and date this document as set forth below.

**CITY OF KERMAN**

\_\_\_\_\_  
John Jansons, City Manager

Date: \_\_\_\_\_

**JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC.**

\_\_\_\_\_  
Joseph Crown, President

Date: 1-25-24

**Exhibit "A"**

**Legal Description**

Being a portion of Lot 8 in Section 11, as it appears on the certain map filed in the office of the County Recorder of Fresno County on June 24, 1912 in Book 8 of Records of Surveys at Page 1, in Township 14 South, Range 17 East, Mount Diablo Base and Meridian. Being described as follows:

Commencing at the east quarter corner of said Section 11, thence, South 89°52'32" West along the south line of the northeast quarter of said Section 11 a distance of 993.97 feet;

Thence, leaving said south line, North 0°07'28" West a distance of 20.00 feet (L1) to the True Point of Beginning of this description;

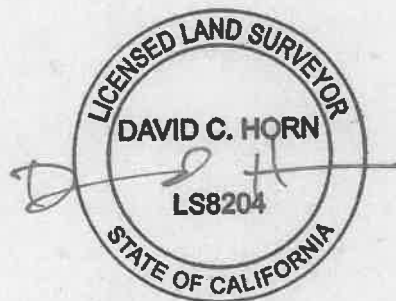
Thence, continuing North 0°07'28" West a distance of 192.00 feet;

Thence, at right angles to last said course and parallel with said south line, South 89°52'32" West a distance of 217.76 feet;

Thence, leaving said parallel line, South 0°07'28" East a distance of 192.00 feet to a point on a line that is parallel with and 20.00 feet north of said south line;

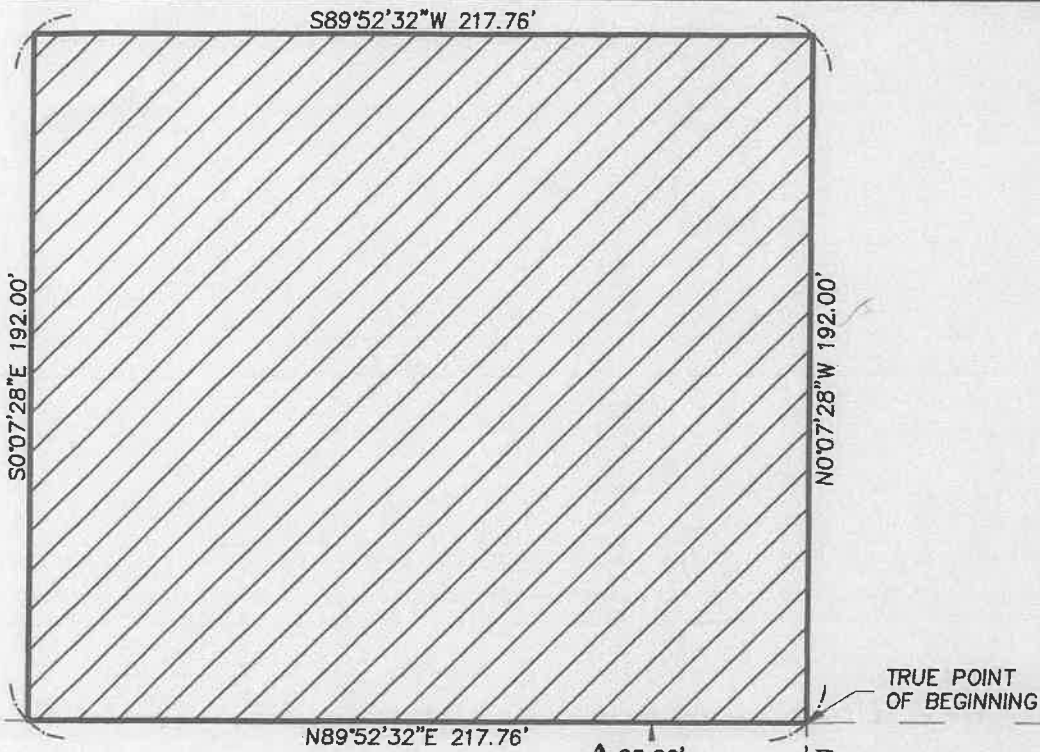
Thence, along said parallel line, North 89°52'32" East a distance of 217.76 to the Point of Beginning of this description.

Containing 41,809.35 square feet, more or less.



12-20-23

LOT 8 SECTION 11  
T. 14 S./R. 17 E. M.D.B. & M.  
BOOK 8/RS/PAGE 1 F.C.R.



WEST KEARNEY BOULEVARD

KENNETH AVENUE

POINT OF COMMENCEMENT  
EAST QUARTER CORNER OF SECTION 11,  
TOWNSHIP 14 SOUTH, RANGE 7 EAST,  
MOUNT DIABLO BASE AND MERIDIAN.

TRACT NO. 5043 COBBLESTONE CREEK  
BOOK 67/PLATS/PAGE 82 F.C.R.

**LEGEND:**



AREA TO BE DEDICATED FOR WELL SITE  
EASEMENT PURPOSES.

AREA = 41,809.35± S.F.



EXISTING SECTION LINE



EXISTING RIGHT-OF-WAY/PROPERTY LINE



EXISTING CENTER LINE

F.C.R.

FRESNO COUNTY RECORDS



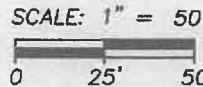
20' PREVIOUSLY GRANTED TO THE  
COUNTY OF FRESNO PER MAP OF  
SUBDIVISION OF SECTION 2 AND 11 AND  
PARTS OF SECTION 1 AND 12, T. 14 S.,  
R. 17 E., M.D.B. & M., RECORDED JUNE  
24, 1912 IN BOOK 8 OF RECORDS OF  
SURVEYS AT PAGE 1, F.C.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0°07'28"W	20.00'

**BASIS OF BEARINGS:**

THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION  
11, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO  
BASE AND MERIDIAN.

TAKEN AS NORTH 89°52'32" EAST.



**Yamabe & Horn  
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
TEL: (559) 244-3123 WEBSITE: YANDHENG.COM

PROJECT TITLE

EXHIBIT "B"

SHEET DESCRIPTION

FUTURE WELL 33 ACCESS EASEMENT

Date: 12/11/2023

Scale: As Noted

YH Job No. 22-301

Sheet No. 1

of 1 Sheets