

Exhibit 'A'

RECORDED

Fresno County Records Office
1250 Van Ness Avenue
Fresno, CA 93721

RETURN TO:

City of Kerman
City Clerk
850 S Madera Ave.
Kerman, CA 93637

LICENSE AGREEMENT BETWEEN THE CITY OF KERMAN AND RUSSELL D LINQUIST AND REBECCA B LINDQUIST (OWNERS) OF 681 SOUTH MADERA AVENUE KERMAN, CA 93630 APN: 023-148-07S

THIS LICENSE AGREEMENT (“Agreement”) is entered into by and between the City of Kerman (“City”) and Russell D. Lindquist and Rebecca B Lindquist, Property Owners name as shown on grant deed (“Premises” or “Property”) of 681 South Madera Avenue Kerman, CA 93630, APN: 023-148-07S.

WHEREAS, the City of Kerman a municipal corporation in the County of Fresno, State of California, has commissioned the design and preparation of mural to be installed at 681 South Madera Avenue; and

WHEREAS, Property OwnerS of 681 South Madera Avenue, agrees to allow the City to install the mural at 681 South Madera Avenue, Kerman, CA consistent with the design and dimensions approved under CUP 2024-01.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Description of Property. Russell D. Lindquist and Rebecca B. Lindquist is the owner of certain real property situated in the City of Kerman, and more commonly described as Valley West Properties located at 681 South Madera Avenue, KermanCA 93630, with APN 023-148-07S (“Property” or “Premises”), and in **Exhibit 'A-1'** which is attached to this Agreementand hereby incorporated by reference.
2. Grant of License. In consideration of the sum of one dollar (\$1) per year, Property Owners grants City a license (“License”) on an exclusive use basis to install a mural on the Property on the south-facing wall of Valley West Properties.
3. Incidental Rights. The License includes the following rights to use the Property: access to the wall and/or property to perform any installation, restoration, or maintenance necessary

between the hours of 7:00 AM and 6:00 PM. In exercising these rights, City must use reasonable care and may not unreasonably increase the burden on the Property Owners.

4. Installation and Maintenance. City shall have exclusive use of the premises as described above. During mural installation, any restoration, and maintenance shall be the responsibility of the City including, but not limited to the following:
 - A. Installation of mural, panel sections and related hardware.
 - B. Restoration of the wall where the mural's panels have been installed.
 - C. Maintenance to mural and wall including natural weathering, graffiti, or other act of god.

Upon completion of the mural installation, any later installation, restoration, or maintenance necessary due to damages to the mural or wall caused by the Property Owners or the site's tenant(s) shall be the responsibility of the Property Owners.

City acknowledges that it is using the Premises on an "as-is" basis. City shall, at all times during the term of this License Agreement, make its best efforts to keep and maintain areas of the Premises affected by the mural installation (including improvements thereto) in good and safe manner and condition. During the term of this License Agreement, the City further agrees to assume responsibility for any repairs to the wall necessary and as a direct result of the installation of the mural. City's responsibility for maintenance of the mural shall be limited to; repainting mural area, and slurry sealing installation points on wall surface.

By commencing the mural installation, City shall be deemed to have accepted the Premises as being in acceptable condition. City agrees on the last day of the term of this License Agreement, or sooner termination of this Agreement, to clear the Premises associated with the mural installation of any debris and installation hardware, leave wall and Premises in orderly and clean condition and in the same or similar condition as when received, reasonable use and wear and tear excepted.

5. Term and Termination. This License shall commence on November 13, 2024 ("Effective Date") and terminate on November 13, 2029.
6. Termination of Occupancy. On or before the termination date for this License specified in paragraph 6 of this Agreement, City shall remove all of mural panels and installation hardware from the Property and shall surrender possession of the Property to Property Owners in good condition.
7. Ownership. This Agreement runs with the real property. In the event there is a change in ownership, the successor Property Owner shall be responsible for assuming all terms of this agreement.

8. Indemnification. Property Owners shall indemnify, defend, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from its negligence under this Agreement. The foregoing obligation of Property Owners shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful or active misconduct of the City, its officers, agents, employees or representatives and (2) the actions of Property Owners or its officers, agents, employees or representatives have contributed in no part to the injury, loss of life, damage to property, or violation of law.

City shall indemnify, defend, and hold harmless Property Owners, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from negligent performance under this Agreement. The foregoing obligation of City shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful or active misconduct of the Property Owners, its officers, agents, employees or representatives and (2) the actions of City, its officers, agents, employees or representatives have contributed in no part to the injury, loss of life, damage to property, or violation of law.

9. Insurance. Property Owner further agrees to maintain in full force during the term of this License, at Russell D. Lindquist and Rebecca B. Lindquist's own expense, a policy of commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, including property damage and bodily injury, which will insure Russell D. Lindquist and Rebecca B. Lindquist against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. The policy shall be approved as to form and insurance by City. The insurance shall not be less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate.

10. 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.

11. Entire Agreement. This Agreement constitutes the entire agreement between City and property owners as stated in grant deed 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 property owner as stated in grant deed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF KERMAN

John Jansons,
City Manager

DATE: _____

PROPERTY OWNERS

Russell D. Lindquist

Rebecca B. Lindquist

DATE: _____