

Ventura County Transportation Commission
Santa Paul Branch Line
Utility License Agreement

Agreement Number:

Mile Post:

Location: That portion of real property located in Santa Paula, Ventura County, California, as more particularly depicted on Exhibit A hereto (the "License Area").

Licensee: [Insert name of licensee here.] ("Licensee").

This Utility License Agreement (the "Agreement"), dated as of this ____ day of _____, 2024 ("Effective Date"), is by and between the Ventura County Transportation Commission ("VCTC"), as "Licensor," and Licensee. Each of Licensor/VCTC and Licensee is sometimes referred to herein as a "Party," and together, collectively, the "Parties."

WHEREAS, Licensor desires to grant, and Licensee desires to obtain, a License to construct, install, and maintain (select all applicable):

- Overhead
- Underground
- Perpendicular
- Longitudinal

Utilities (as defined herein), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **LICENSE.**

- (a) Licensee Activities. Licensor hereby grants to Licensee, insofar as it has the legal right and its present title hereby permits and subject to the limitations contained in this Agreement, a license (the "License") to construct, install, and maintain a variable number of wires, cables, and circuits, and all other necessary or desirable appurtenances, including, but not limited to, supporting structures, conductors, wires, insulators, racks, cables, conduits, transformers, equipment, manholes, props, anchors and guys, and other facilities, whether made of wood, metal, or other materials (collectively, "Utilities"), in strict accordance with the drawings and specifications approved by VCTC, which approval shall not be unreasonably withheld, conditioned or delayed.
- (b) VCTC Approval. Notwithstanding anything contained herein, Licensee will obtain the Licensor's review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed, of the drawings, specifications and construction details for the Utilities prior to any installation or construction activities.

- (c) No Warranty. Licensee agrees that it is accepting the License without any warranty or representation by VCTC whatsoever and subject to any and all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions.
- (d) Private Rights/No Transfer. The License shall be used solely for the purposes stated in this Agreement and Licensee shall not permit it to be used for any other purpose. No lease, assignment of any type or transfer or conveyance of a real property interest is intended by this License.
- (e) No Variation. The Utilities shall be located in accordance with Exhibit A as supplemented by the drawings, specifications and construction details submitted to VCTC pursuant to Section 1(b).

2. **PAYMENT, LICENSE AND MAINTENANCE FEES**

- (a) Contemporaneously with execution of this Agreement, Licensee shall pay Licensor a one-time processing fee of One Thousand Dollars (\$1,000.00).
- (b) Licensee shall pay VCTC an annual payment of [INSERT PAYMENT AMOUNT HERE] (\$) ("License Fee"). The License Fee shall be payable annually in advance commencing as of the first (1st) anniversary of the Effective Date and each year thereafter on or prior to the anniversary of the Effective Date. The License Fee shall be adjusted annually in accordance with the same percentage of increase as reflected in the "Consumer Price Index for All Urban Consumers All Items - United States (1967 = 100) compiled by the Bureau of Labor Statistics of the United States Department of Labor (Price Index). In no event, however, shall the License Fee be less than the Licensee Fee payable as of the Effective Date of this License.
- (c) All fees required to be paid by Licensee to VCTC pursuant to this Section 2 are due whether or not notice of such obligation is provided by VCTC to Licensee. Failure to provide notice to Licensee of any amount due shall not result in a waiver of such amount due to VCTC.
- (d) In the event that Licensee shall fail to pay any monies due to VCTC within thirty (30) days of the due date therefor, then Licensee shall pay ten percent (10%) interest per month on the unpaid balance.

3. **CONSTRUCTION**

- (a) All materials and work associated with use of this License shall be furnished and performed by Licensee and its engineers, contractors and agents, in accordance with the drawings, specifications and plans approved by Licensor pursuant to Section 1(b), all at Licensee's sole cost and expense. Licensee is responsible for any reasonable, documented costs associated with and incurred by VCTC and/or its agent/representative in conducting plan review.
- (b) Licensee, before performing any work to construct and/or install the Utilities, shall first have received the written approval pursuant to Section 1(b), and be in receipt of a Notice to Proceed from VCTC's Executive Director or its designee.

- (c) At the expiration or termination of this Agreement, Licensor may require Licensee to remove the Utilities by written notice to Licensee.

4. **MAINTENANCE**

- (a) Licensee shall at all times repair and maintain the Utilities in strict compliance with the Drawings, Specifications and Construction Details. If Licensee fails to commence performing maintenance work within ten (10) days prior notice from VCTC (except in an emergency whereon no prior notice is required), VCTC or its agent/representative, for the purpose of protecting and safeguarding its property, traffic, employees or patrons, may perform such maintenance activities, and thereafter, bill Licensee in accordance with the terms of Sections 2(d) and 8 hereof for all costs and expenses incurred by VCTC or its agent/representative.
- (b) When performing any work on the Utilities, Licensee shall provide notice to VCTC and the operating railroad and be responsible to ensure that people, equipment and materials are kept a safe distance away from the tracks. In addition, Licensee shall obtain a written Right of Entry from VCTC prior to commencing any work on VCTC's property.

5. **MAINTENANCE OF RIGHT-OF-WAY.** In connection with any change in grade, alignment or width of any streets, or the construction of any track, track support structures or viaduct, or any other improvement of any kind by VCTC, Licensee's rights to occupy VCTC's property do not supersede VCTC's rights. Accordingly, Licensee must, at the VCTC's direction and at Licensee's sole cost and expense, comply with all of the following provisions, as applicable:

- (a) VCTC shall have the right to require relocation and/or repairs of the Utilities for any Public Project including but not limited to the construction, repair, relocation or new installation of any aboveground or underground facility, utility, storm drain, sewer, waterline, track, track support structures, or roadway improvement (such as any lawful change of grade, alignment or width of any street). "Public Project" means projects initiated by VCTC. Licensee shall relocate/repair its Utilities, or portion thereof, to the reasonably nearest alternative location or other location mutually reasonably agreeable to VCTC and Licensee, either permanently or temporarily, as is determined by VCTC and within the reasonable timeline proposed by the VCTC. Said relocation/repair shall be accomplished at the Licensee's sole expense.
- (b) If Licensee fails to relocate its Utilities within the reasonable timeline proposed in the VCTC's notice of relocation or repair, or to complete construction and/or site restoration, VCTC may, provided that it complies with applicable law, cause the work to be done and Licensee shall reimburse VCTC for such cost within sixty (60) days after presentation to Licensee of an itemized accounting of such costs.
- (c) In the decision process necessary to determine if Utilities are required to be relocated, VCTC shall consider all known future Public Projects that, if done separately, may cause multiple relocations of the Utilities. If such known future Public Projects can be identified, full consideration of concurrent projects will be given by VCTC.
- (d) In the event that VCTC changes the planned rearrangement of Utilities previously noticed to Licensee, or the content and terms of the notice given to Licensee pursuant

to this Section 5, Licensee will be given an additional period of not less than sixty (60) days to accomplish such work.

- (e) Except as otherwise provided above, when VCTC requires a rearrangement of Utilities and such rearrangement is done for the accommodation of any private person, firm, or corporation, the cost of such rearrangement will be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, must (a) deposit with Licensee either cash or a corporate surety bond in an amount, as in the reasonable discretion of Licensee, to pay the costs of such rearrangement, and (b) execute an instrument agreeing to indemnify, defend and hold harmless Licensee and its Utilities from any and all damages or claims caused by such rearrangement. This provision will not be construed to require Licensee to rearrange its Utilities. Any accommodation for rearrangement of Utilities for an accommodated party will be made at the Licensee's sole discretion. The foregoing shall not apply to rearrangement or relocation required by a public agency. VCTC shall have the right to require relocation and rearrangement for the benefit of any public agency at VCTC's discretion and at Licensee's cost and expense.
6. **VCTC'S PARAMOUNT USE.** VCTC and its agent representative shall have the paramount right at all times to use its track(s), rights-of-way and property in the License Area. In the event that Licensee's activities in the License Area interfere or conflict with VCTC's use and/or enjoyment of its property, VCTC may require Licensee to remove or alter its facilities to remedy such interference or conflict, or VCTC may request adjustments or relocations necessary to remedy such interference or conflict in accordance with the procedure outlined in Section 5 above. Licensee shall exercise the greatest care in the use of the License Area and shall require all others permitted hereunder to use the License Area to also exercise the greatest care in the use of the Emergency Crossing.
7. **PAYMENTS.** The Parties shall pay all bills or invoices, or other amounts due pursuant to this Agreement within thirty (30) days of presentation of such invoice or the due date therefor.
8. **TAXES.** Licensee shall assume and pay any and all taxes and assessments which may be levied upon (a) the Utilities or (b) License Area directly and solely as a result of this Agreement.
9. **INDEMNIFICATION / LIABILITY.** To the fullest extent permitted by law, Licensee, shall indemnify, defend with counsel acceptable to VCTC, and hold harmless VCTC, its officers, officials, employees and agents, and Sierra Northern Railway, its officers, officials, employees and agents (collectively, with VCTC, the "VCTC Parties") from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense, including without limitation, reasonable attorney's fees and costs of litigation, (collectively "Liabilities") to the extent resulting directly from or arising directly in connection with the License granted hereunder, including, but not limited to, flooding of any kind, except to the extent that such Liabilities are caused by the negligence, willful misconduct, or criminal violation, of any VCTC Party. Licensee's obligations under this Section shall survive termination of this Agreement.

10. **CONTAMINATION INDEMNIFICATION.** To the fullest extent permitted by law, Licensee, for itself and on behalf of its successors and assigns, shall and hereby agrees to defend, hold harmless, and indemnify VCTC Parties from and against any and all Losses (as defined herein) arising out of, or related to, the discovery, release, use, exacerbation, discharge, storage, generation, manufacture or disposal of any Contamination (as defined herein), including all Losses arising out of, or related to, any violation on, upon or within the License Area of any applicable Environmental Law; provided that Licensee shall have no liability under this Section 10 for any Contamination, Losses or violations of any applicable Environmental Law merely discovered by Licensee or otherwise preexisting Licensee's presence on the License Area, or otherwise arising due to the negligence, willful misconduct or criminal violation of a VCTC Party. For the purposes of this Section 10: (a) "Contamination" means the presence of any chemical, compound, material, substance, or other matter that (i) is controlled, designated in or governed by any Environmental Law, or (ii) gives rise to any reporting, notice, or publication requirements or remediation obligation under any applicable Environmental Law; (b) "Environmental Law" means any applicable federal, state, local or tribal statute, law, rule, regulation, ordinance, or any governmental, administrative, or judicial order, decree, directive, or decision, or any other requirement of any governmental authority, pertaining to the protection of the environmental or health and safety that may now be in effect or which may be enacted, adopted, or made effective at a future date; (c) "Losses" means any claims, obligation, payment, fines, demands, causes of action, suits, judgments, damages, settlement, compensation, loss contingency, lien, debts, costs, expenses, losses, reasonable attorneys' fees, penalties, stipulated penalties, punitive damages, and liability of any kind, alleged by any person or entity or any governmental authority, including bodily injury and property damage and consequential damages awarded to a third party against VCTC Parties. Licensee obligations under this Section shall survive termination of this Agreement.
11. **MINIMUM SCOPE AND LIMIT OF INSURANCE.**¹ Licensee, before beginning any activities under this Agreement, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for as long as the License granted herein remains in existence.
- (a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Licensee with limits as required under applicable law.
- (b) Commercial General and Automobile Liability Insurance; Professional Liability.
- i. Commercial general liability insurance, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations or activities of Licensee. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-

¹ NTD: This section remains subject to review and comment by Licensee's insurance broker.

insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

- ii. Automobile liability insurance form CA 0001 (current edition) covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle pursuant to this Agreement, whether or not owned by the Licensee, on or off VCTC premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- iii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- iv. Professional Liability (Errors and Omissions) Insurance by the professional consultants of Licensee, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000.

(c) All Policies Requirements.

- i. Licensee, prior to beginning any activities under this License, shall provide VCTC with (A) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (B) policy endorsements to the policies referenced in this Section 11 adding the VCTC, its officers, agents, and employees as additional insureds and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- ii. Licensee or its insurers shall provide at least thirty (30) days prior written notice to VCTC of any reduction in scope or amount, cancellation, or modification adverse to VCTC of the policies referenced in this Section 11.

(d) Waiver of Subrogation. Licensee agrees to waive subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of VCTC for all work performed by Licensee and its employees, agents and contractors.

(e) Additional Insurance Obligation. Licensee shall be solely responsible for ensuring that all equipment, vehicles and other items utilized or operated in the performance of their activities pursuant to this Agreement are and remain covered by the policies referenced in this Section 11. Licensee shall also ensure that all workers involved in the performance of the activities under this License are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law.

- (f) Self-Insured Retention. If any of the insurance policies required under this Agreement includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers, do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the Parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

12. **EFFECTIVE DATE AND TERMINATION.**

- (a) This License shall become and be effective as of the Effective Date set forth above and shall be terminable upon not less than ninety (90) days' written notice served or given by either party hereto to the other; provided, however, that this License may be immediately terminated immediately upon violation of any of the terms of this License by Licensee, if such violation is not cured or remedied to the satisfaction of VCTC after thirty (30) days after receipt of written notice by VCTC to Licensee. Upon termination of this License as set forth above, VCTC may remove the Utilities at the sole cost and expense of Licensee.
- (b) Any obligation assumed and any liability which arose or may have arisen or been incurred by either party hereto prior to termination of this License shall survive the termination of this License.

13. **PERMITS AND APPROVALS.** Licensee, at its sole risk, cost and expense, shall obtain all permits and approvals which may be necessary or appropriate for the activities contemplated under this Agreement and shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of VCTC. Licensee agrees to forward copies of any permits or approvals to the VCTC.

14. **SUCCESSORS.**

- (a) This License shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of this Section 14.
- (b) Except as set forth in Section 14(c) below, Licensee may not assign its interest in this Agreement without the prior written consent of VCTC, which consent may not be unreasonably withheld, conditioned or delayed. A permitted assignment of all of Licensee's interest hereunder shall release Licensee from any further liability or obligation hereunder upon assignee's execution of an agreement assuming all of Licensee's rights and obligations hereunder.
- (c) Notwithstanding anything to the contrary contained herein, Licensee shall have the right, without obtaining the consent of Licensor, to do any of the following with respect to this Agreement, the License, the License Area or the Utilities: (i) encumber, hypothecate, mortgage, pledge, or otherwise finance the same in favor of the holder of any mortgage, deed of trust or other security interest in Licensee's rights under this Agreement and the Utilities (each a "Licensee Mortgagee"); (ii) grant to one or more Licensee Mortgagees

joint rights of ownership in and/or use of the Utilities and the License; or (iii) sell, convey, lease, assign, mortgage, encumber, hypothecate or transfer to one or more or Licensee Mortgagees any or all right or interest of Licensee in all or any portion of this Agreement, the License, the License Area or the Utilities (each of the foregoing (i) – (iii), and together, collectively, a “Transfer”). Licensee shall promptly notify Licenser in writing of any such Transfer and the name and address of each Licensee Mortgagee. Upon Licensee’s assignment of its entire interest under this Agreement as to the License, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Licenser shall recognize the Licensee Mortgagee as Licensee’s proper successor, the Licensee Mortgagee shall have all of the assigned rights, benefits and obligations of Licensee under and pursuant to this Agreement.

15. **COVENANTS FOR LICENSEE MORTGAGEES’ BENEFIT.** Upon a Transfer to a Licensee Mortgagee (made pursuant to Section 14 hereof), the Parties expressly agree between themselves and for the benefit of any Licensee Mortgagee as follows:
- (a) Any Licensee Mortgagee shall have the same period after delivery of notice of violation to the Licensee Mortgagee by Licensee to remedy the violation, or cause the same to be remedied, as is given to Licensee after delivery of notice of violation pursuant to Section 12 hereof. The Licensee Mortgagee shall have the absolute right to substitute itself for Licensee and perform the duties of Licensee hereunder for purposes of curing violations. Licenser expressly consents to such substitution, agrees to accept such performance, and authorizes the Licensee Mortgagee (or its employees, agents, representatives or contractors) to enter upon the License Area to complete such performance with all the rights, privileges and obligations of the original Licensee hereunder. Notwithstanding anything to the contrary contained herein, until such Licensee Mortgagee obtains the interests of Licensee in this Agreement (whether pursuant to foreclosure of the Licensee Mortgagee’s lien or otherwise), no Licensee Mortgagee shall have the obligation to cure any violation of Licensee and no Licensee Mortgagee shall be deemed an assignee or transferee of this Agreement so as to require that such Licensee Mortgagee assume the performance of any of the covenants or agreements on the part of Licensee to be performed hereunder (except as set forth in Section 15(d) below).
 - (b) During any period of possession of the License by a Licensee Mortgagee (or a receiver requested by such Licensee Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Licensee Mortgagee, the Licensee Mortgagee shall pay or cause to be paid all monetary charges payable by Licensee hereunder (all as set forth in Section 2 above) which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Licensee’s interest in the License or this Agreement by the Licensee Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Licensee Mortgagee or party acquiring title to Licensee’s interest shall, as promptly as reasonably possible, commence the cure of all violations hereunder and thereafter diligently process such cure to completion. In the case of termination of this Agreement as a result of any violation, foreclosure, or the termination, rejection or disaffirmance of this Agreement due to bankruptcy, insolvency or appointment of a receiver in bankruptcy for Licensee, Licenser may, upon written request of a Licensee Mortgagee, so long as made within forty-five (45) days from the date of termination, rejection, or disaffirmance, , enter into a new license agreement

with such Licensee Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new license agreement shall be effective as of the Effective Date, and upon substantially the same terms, covenants, conditions and agreements as contained in this Agreement. Coincident with the entry of a new license agreement as provided herein, Licensors shall reissue to such Licensee Mortgagee any licenses, licenses or other interests respecting the Property which any Licensor may have granted to Licensee in connection with this Agreement and the transactions contemplated thereby. Upon the execution of any such new license agreement, the Licensee Mortgagee shall (i) pay Licensor any amounts which are due to Licensor from Licensee, (ii) pay Licensor any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new license agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Licensee to the extent that Licensee failed to perform the same prior to the execution and delivery of the new license agreement. Licensor hereby agrees with and for the benefit of each Licensee Mortgagee that the provisions of this Section 15(e) shall survive termination, rejection or disaffirmation of this Agreement whether by violation or as a result of the bankruptcy or insolvency of Licensee and shall continue in full force and effect thereafter to the same extent as if this Section 15(b) were a separate and independent instrument.

- (c) If more than one Licensee Mortgagee makes a written request for a new license agreement pursuant hereto, the new license agreement shall be delivered to the Licensee Mortgagee requesting such new license agreement whose interest is prior in lien, and the written request of any other Licensee Mortgagee whose lien is subordinate shall be void and of no further force or effect. Licensor shall not be responsible for determining the relative priorities of Licensee Mortgagees' interests and shall not be liable for any damage caused to Licensee or any Licensee Mortgagee from entering into or refusing to enter into two or more new license agreements.
- (d) Licensor shall within ten (10) days of any request execute and deliver to Licensee or its Licensee Mortgagee such estoppel certificates (certifying as to such matters as Licensee or its Licensee Mortgagee may reasonably request, including without limitation that no violation then exists under this Agreement, if such be the case) , any assignee or Licensee Mortgagee may reasonably request from time to time. If an estoppel certificate is requested but not timely provided as required by this Section 15(g), all matters requested for certification in such estoppel certificate shall conclusively be deemed true and accurate for all purposes and may be conclusively relied upon by the requesting party (and, if applicable, such requesting party's lenders or potential assignees). The failure of Licensor to deliver such statement within such time shall be conclusive evidence upon Licensor that this Agreement is in full force and effect and has not been modified, and there are no uncured violations by Licensee under this Agreement.
- (e) No payment made to Licensor by a Licensee Mortgagee shall constitute an agreement that such payment was, in fact, properly due under the terms of this Agreement; and a Licensee Mortgagee, having made any payment to Licensor pursuant to Licensor's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

16. **WAIVER.** The waiver by VCTC of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.
17. **DEFAULT; REMEDIES.** If a Party (the “Defaulting Party”) fails to perform an obligation under this Agreement (an “Event of Default”), such Defaulting Party shall not be in default of the terms of this Agreement if, (a) in the case of the failure to pay when due any amounts payable under this Agreement (a “Monetary Default”), the Defaulting Party pays the past due amount within fifteen (15) days after receiving written notice of the Event of Default (a “Notice of Default”) from the other Party (the “Non-Defaulting Party”), or (b) in the case of an Event of Default other than a Monetary Default (a “Non-Monetary Default”), the Event of Default is cured within thirty (30) days after receiving a Notice of Default; provided, that if the nature of the Non-Monetary Default requires, in the exercise of commercially reasonable diligence, more than thirty (30) days to cure then the Defaulting Party shall not be in default as long as it commences performance of the cure within thirty (30) days and thereafter continuously pursues such cure with commercially reasonable diligence. Should an Event of Default remain uncured by the Defaulting Party, the Non-Defaulting Party shall have and shall be entitled at its option and without further notice, but subject to the limitations set forth in Section 15, to exercise any remedy available at law or equity, including, without limitation, termination of this Agreement, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Facilities); provided, however, that damages shall in all cases exclude punitive, consequential, special, exemplary, speculative or indirect damages.
18. **NOTICES.**
- (a) Every notice, approval, consent, or other communication desired or required under this License shall be effective only upon receipt and only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to VCTC:

Ventura County Transportation Commission
Attn: Martin Erickson, Executive Director
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

If to Licensee:

[INSERT LICENSEE CONTACT INFORMATION]

- (b) Notwithstanding anything to the contrary set forth above, in the event VCTC is unable to locate Licensee, such notices may be posted at or near the License Area.
19. **ENTIRE AGREEMENT.** The entire agreement between VCTC and Licensee pertaining to the License Area is set forth in this License and there are no understandings, agreements, or representations of any kind between the Parties, verbal or otherwise other than as set forth in this License. No change or modification of any of the terms, obligations or provisions hereof shall be valid unless in writing and signed by the Parties hereto.
20. **PARTIAL INVALIDITY.** If any term, obligation or condition of this License or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this License or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this License shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this License is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provision of this License unless expressly so provided.
21. **GOVERNING LAW.** This License and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of California with venue in the County of Ventura.
22. **EXHIBITS AND ADDENDA.** The Recitals hereto and each of the exhibits and addenda hereto are incorporated herein as if set forth in the body of this Agreement.
23. **HEADINGS.** Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
24. **TERMINOLOGY.** As used in this License, the terms "VCTC," "Licensee," "Licensor," and "Party" shall include the respective subsidiaries and affiliates of VCTC and Licensee and the directors, officers, agents and employees of VCTC and Licensee.

[Signatures on the following page]

IN WITNESS THEREOF, the said Parties hereto have caused this License to be duly executed and delivered as of the day and year first above written.

VCTC:

LICENSEE:

Ventura County Transportation Commission

[INSERT NAME OF LICENSEE]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: Authorized Signatory

Approved as to form:

By: _____
Name: _____
Its: General Counsel

SAMPLE TEMPLATE ONLY

Exhibit A

License Area

[INSERT MAP AND DESCRIPTION OF LICENSE AREA]

SAMPLE TEMPLATE ONLY