

**Yolo County Agreement No. 23-\_\_\_\_\_**

**LICENSE AGREEMENT**

THIS AGREEMENT is dated June 27, 2023 ("Effective Date"), by and between the County of Yolo, a political subdivision of the State of California on behalf of the Wild Wings County Service Area ("County" or "Licensor"), and the Wild Wings Owners Association, a California nonprofit mutual benefit, common interest development corporation ("HOA" or "Licensee").

**RECITALS**

WHEREAS, the Wild Wings County Service Area is a special district of the County governed by the County's Board of Supervisors that provides, among other services, recreation/golf course services on the publicly owned Wild Wings Golf Course ("Course"), which has an address of 18540 Wild Wings Drive, Woodland, CA 95695 (the "Property");

WHEREAS, Licensee is the homeowners' association whose membership is comprised of the property owners of the Wild Wings subdivision;

WHEREAS, Licensee now seeks to install up to five benches of approximately five to six feet each that would be placed adjacent to Wild Wings Drive, which benches will be owned and maintained solely by Licensee ("the HOA Project"), but which will encroach onto portions of the Property in the areas shown on Exhibit "A," which is attached hereto and incorporated herein by reference (collectively, the "License Areas"); and

WHEREAS, County is willing to grant Licensee a license to use the License Areas for the HOA Project on the terms and conditions set forth herein.

**NOW, THEREFORE, the County and Licensee agree as follows:**

1. Permitted Uses. County hereby grants to Licensee, and to its agents and contractors a non-exclusive and non-assignable License to use the License Areas solely for the HOA Project, including the right of ingress and egress to and from the License Areas (the "License"). The License includes the right of Licensee to install and maintain the proposed park benches at the locations in the License Areas, depicted and identified in Exhibit A. This Agreement gives Licensee a temporary and non-possessory right to use the License Areas solely for the HOA Project and consistent with this Agreement and any other agreements between the County and Licensee related to the HOA Project. This License is not intended to grant any ownership, leasehold, easement or other property interest or estate whatsoever in the Property, the License Areas, or any portion thereof. The Licensee shall work cooperatively with the County and its Course manager to finalize the locations and design of the HOA Project.
2. Term; Revocability.
  - a. This License shall commence upon July 1, 2023 and shall expire on June 30, 2028 ("Term"), unless terminated earlier as provided herein. At the request of Licensee, the County's Director of Community Services or the Director's designee may approve

additional extensions of this License up to a maximum five-year extension that shall not extend beyond June 30, 2033, which extension shall not be unreasonably denied.

b. This License shall be revocable at the option of either County or Licensee for any reason, provided that the revoking party provides ninety (90) days' written notice of the revocation to the other party.

3. Conditions Applicable to License.

a. As is. Licensee accepts the License Areas in its "AS IS" condition, including, but not limited to, the physical condition and environmental aspects of the License Areas, with County having no duty, and Licensee having no right, to install or arrange for installation of the HOA Project, or any alteration of, the License Areas, and without representation or warranty of any kind by the County, its officers, agents or employees, including, without limitation, regarding the suitability, safety, or duration of availability of the License Areas or any facilities on the License Areas for Licensee's use. Without limiting the foregoing, the License is made subject to all applicable laws, rules and ordinances governing the use of the License Areas, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the License Areas, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Licensee's sole obligation to conduct an independent investigation of the License Areas as to all matters relating to its use of the License Areas hereunder, including, without limitation, the suitability of the License Areas for the HOA Project.

b. Access. Licensee shall be entitled to access the License Areas 24 hours per day/seven days per week for install and maintain the HOA Project but shall provide at least 10 calendar days' notice to the County related to installation and maintenance of the HOA Project and will coordinate with the County and the Course manager to ensure minimal disruption to Course operations.

c. Installation and Maintenance – Licensee's Obligations. The HOA Project is the sole responsibility of the Licensee and shall be designed, installed, and maintained at Licensee's sole expense. Licensee shall keep the License Area clean and in good repair at its sole cost and expense. Except as otherwise expressly set forth in this License, Licensee shall be responsible for all costs relating to the operation and maintenance of the HOA Project and the License Areas, including (but not limited to) maintenance and repair of the park benches and the concrete pads or areas around the benches within the License Areas and removal of graffiti. Licensee shall further ensure that the installation and maintenance of the HOA Project complies with all applicable federal, State, and local laws, ordinances, and regulations, including (but not limited to) the California Building Code and the Americans with Disabilities Act.

d. Lawful Use Only. Licensee shall not use the License Areas or permit anything to be done in or about the License Areas that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement now in

force relating to or effecting the consideration, use or occupancy of the License Areas. Licensee shall not allow the License Areas to be used for any unlawful purpose, nor shall Licensee cause, maintain or permit any nuisance in, on or about the License Areas. All activities carried out by Licensee on the License Areas shall comply with this Agreement, the Service Agreement, and all applicable federal, state, and local laws and regulations.

4. Compensation. In recognition of the limited encroachment and benefit the HOA Project may provide to the Wild Wings CSA community and Licensee's ongoing maintenance obligations, Licensee shall not be required to pay an additional compensation to the County for the grant of the License.

5. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.

6. Permits. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, State or local agencies for the HOA Project.

7. Licensee Alterations or Improvements. No structures, improvements, or facilities shall be installed, constructed, erected, altered, placed or made within the License Areas without the prior written consent of the Director of the County's Community Services Department and subject to any conditions imposed by the County relating to the manner, method, design, and construction of any such alterations or improvements.

8. Repair and Restoration.

- a. Licensee shall exercise reasonable care in the conduct of the HOA Project and its activities in License Areas. Upon the expiration of this License, Licensee shall remove all personal property of Licensee and Licensee's Representatives, remove all debris and waste material from the License Areas, and repair and restore the License Areas as nearly as possible to the condition that existed prior to commencement of this Agreement. County and Licensee will do a walk-through inspection of the License Areas to document the condition of the License Areas upon the termination of the License.
- b. If Licensee, its agents or contractors cause any damage to the License Areas, infrastructure or other property and improvements in connection with the exercise of this License, Licensee shall repair and restore such damaged property to their original condition prior to the expiration of this License. In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations herein shall continue until repair and restoration is completed to County's reasonable satisfaction.
- c. If Licensee fails to repair or restore the License Areas upon termination of this License, County may do so, at Licensee's expense, and Licensee shall reimburse County for County's cost of such removal and restoration within forty-five (45) days of receipt of an invoice for such services.

9. County Reservation of Rights. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed by the Licensee that the County's primary obligation and purpose is the efficient and safe undertaking of the Course in accordance with applicable laws, and that the rights granted to the Licensee hereunder are secondary to such Course operations and the related requirements of the County under applicable laws. The installation and maintenance of the HOA Project shall not materially interfere with the operational requirements of the County with respect to the Course. Subject to the preceding sentences, the County agrees to use good faith efforts to cooperate with the Licensee with respect to Licensee requests (in writing and upon reasonable notice) regarding reasonable accommodations necessary for planned installation and maintenance activities; provided, however, that it is the responsibility of the Licensee to use reasonable efforts to schedule and perform installation and maintenance activities of the HOA Project in a manner which will not materially interfere with the ability of the County to operate the Course. Licensee further acknowledges that County and its successors and assigns have all rights necessary with regard to the License Areas to assure proper maintenance and operation of the County's facilities, if any, that may be located within the License Areas, including any actions which the County deems necessary or desirable to maintain, repair, improve, modify or reconstruct said facilities located within the License Areas or to conduct such operations, which shall be exercised by the County at the County's sole discretion.

10. Amendments in Writing. This Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No amendment or variation of this Agreement shall be valid unless made in writing and signed by County and Licensee.

11. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows, or to such other address as a party may indicate in a written notice to the other:

Licensor/County:

Yolo County Community Services Department  
292 W. Beamer Street  
Woodland, CA 95695  
Attention: Director and CSA Manager  
[Kimberly.Villa@yolocounty.org](mailto:Kimberly.Villa@yolocounty.org); [Kimberly.Hood@yolocounty.org](mailto:Kimberly.Hood@yolocounty.org)

Licensee:

Wild Wings Owners Association  
160 Blue Ravine Road, Suite C  
P.O. Box 1459  
Folsom, CA 95630  
[greg.vorster@managementtrust.com](mailto:greg.vorster@managementtrust.com); [bepstein@grimelaw.com](mailto:bepstein@grimelaw.com)

All notices and communications given under this Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with

Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Section 11. Courtesy copies of notices shall be emailed to the email addresses provided above or as may be updated by the parties.

12. Indemnification.

a. To the extent allowed by law, Licensee shall indemnify, defend and hold harmless the County and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") that arise from or are connected with Licensee's activities, or the entry on, occupancy or use of, the License Areas or the Property by Licensee or Licensee's representatives under this Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of County or Licensee; (ii) injury to County property; and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by Licensee or Licensee's representatives, except to the extent caused by the sole negligence or willful misconduct of the County. The provisions of this Section shall not be construed or interpreted as in any way restricting, limiting or modifying Licensee's insurance obligations under this Agreement and are independent of such obligations.

b. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

13. Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep and maintain in full force and effect all liability and other insurance policies with coverage limits reasonably acceptable to Licensor and naming Licensor as an additional insured.

14. Exemption of Licensor from Liability. Licensee, as a material part of the consideration to the County, hereby assumes all risk of damage to its personal property, including, without limitation the HOA Project, Licensee's equipment and furniture, or injury to persons in, upon or about the License Areas or the Property, arising from any cause; and Licensee hereby expressly releases the County and waives all claims in respect thereof against the County, except only such claims as are caused by County's sole negligence or willful misconduct.

15. Taxes. Licensee is notified that the property interest acquired by Licensee in the License Areas may be subject to taxation as a possessory interest in real property pursuant to Revenue & Taxation Code section 107, and Licensee may be subject to the payments of property taxes levied on that interest. Licensee shall pay all taxes, if any that may be assessed on such possessory interest.

16. Lien Free Condition. Licensee shall not cause or permit any liens or encumbrances to be placed against the License Areas or the Property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed.

17. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California, with venue for any legal action or proceeding arising from or related to the enforcement or construction of this Agreement or the License to be in the Superior Court of the State of California, County of Yolo.

18. Entire Agreement; Amendments. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

19. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

20. No Waiver. Any waiver with respect to any provision of this Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Agreement.

21. Counterparts. This Agreement may be executed in identical counterpart copies, and with electronic copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**LICENSOR:**  
County of Yolo

**LICENSEE:**  
Wild Wing Owners Association

By: \_\_\_\_\_  
Tonia Murphy, Procurement Manager


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

By: \_\_\_\_\_  
Leslie Lindbo, Director  
Yolo County Community Services Department

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

APPROVED AS TO FORM:  
Philip J. Pogledich, County Counsel

APPROVED AS TO FORM:

By:  Kimberly E. Hood  
\_\_\_\_\_  
Kimberly Hood, Assistant County Counsel

Digitally signed by Kimberly E. Hood  
DN: cn=Kimberly E. Hood, o=County of Yolo, ou=Office of  
the County Counsel, Ass. County Counsel,  
email=kimberly.hood@yolocounty.org, c=US  
Date: 2023.06.13 10:43:23 -0700

By: \_\_\_\_\_  
Bradley J. Epstein, Grime Law

# EXHIBIT A

Park Bench License Locations Marked with an "x"

