

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
LICENSE AGREEMENT**

This LICENSE AGREEMENT ("Agreement") is made and entered into as of January 29, 2020, by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity ("OCTA"), and WALSH CONSTRUCTION COMPANY II, LLC ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

**PART I. - BASIC LICENSE PROVISIONS**

1. Description of License Property: A portion of the OCTA railroad right of way along Bixby Avenue, East of Brookhurst Street in the city of Garden Grove, CA as shown on Exhibit "A" attached.  
  
Approximate area: 26,480 +/- square feet
2. Use of License Property: Storage of Building Materials only pertaining to the development of the Maintenance and Storage Facility for the Orange County Streetcar Project ("Project"), and no other uses.  
For purposes of this Agreement, "Building Materials" shall mean those building materials necessarily required for Licensee to carry out its contractual obligations to build the Maintenance and Storage Facility for the OCTA Streetcar Project, but shall specifically exclude any Hazardous Materials (as defined below) or vehicles.
3. Commencement Date: Effective as of the date all parties have signed this Agreement.
4. Term: Month-to-Month
5. License Fees:
  - A. Base License Fee: *Waived*
  - B. One-Time Only Fee: \$500.00
6. Insurance Requirements: Insurance requirements are detailed in Section 16, Insurance.
7. OCTA's Address:  
  
ORANGE COUNTY TRANSPORTATION AUTHORITY  
550 S. Main Street  
P. O. Box 14184  
Orange, CA 92863-1584  
Attn: Real Property Department
8. Licensee's Address:  
  
WALSH CONSTRUCTION COMPANY II, LLC  
1260 Corona Point Ct., Ste. 201  
Corona, CA 92879
9. Facility: Composite of dirt and crushed rock surface, perimeter chain link fencing for storage of Building Materials.



**PART II - GENERAL LICENSE PROVISIONS****1. License/Term.**

1.1 License. OCTA hereby grants to Licensee a non-exclusive license to use the real property owned by OCTA described on the attached Exhibit "A" and incorporated herein by reference, and described in Item 1 of the Basic License Provisions (the "License Property"), for the limited purpose of construction, installation, operation, alteration, maintenance, reconstruction, storage of Building Materials, and/or removal or usage of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto, for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this Agreement, Licensee, its officers, directors, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties"), subject to the provisions hereof, may have reasonable rights of entry and access onto the License Property. The License Property, adjoining real property (or any interest therein) of OCTA and personal property of OCTA located thereon shall hereinafter collectively be referred to as OCTA Property.

1.2 Term of Agreement. The term ("Term") of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. This Agreement shall continue in full force and effect on a Month-to-Month basis as provided in Item 4 of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. OCTA shall have the absolute right to terminate this Agreement prior to the date specified in Item 4 in its sole discretion by delivering thirty (30) days' prior written notice to Licensee.

1.3 Public Use. In addition to any and all other termination rights of OCTA described herein, Licensee hereby expressly recognizes and agrees that the Premises are located on OCTA property that may be developed for public projects and programs which may be implemented by OCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually "Public Use"); and that Licensee's use of the Premises under this License is a temporary, interim use as to which Licensee has no right to nor expectation of use for any particular length of time that may be terminated by OCTA by thirty (30) days written notice to Licensee as set forth in Section 1.2 above. Accordingly, as a condition to entering into this License, Licensee expressly acknowledges and agrees that:

- (a) OCTA may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of OCTA's Executive Director, or designee;
- (b) Licensee waives any objection to, opposition, or protest at any approval proceeding; nor file suit to prevent or delay any Public Use when planned or implemented on or adjacent to the Premises;
- (c) If OCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, Licensee shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by OCTA or any parties having operating rights over the Premises, at Licensee's sole cost and expense, within thirty (30) days after written notice from OCTA; and



- (d) In the event OCTA terminates this License and requires Licensee to vacate the Premises for any Public Use, Licensee shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:
- (i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq.; and
  - (ii) compensation under any eminent domain or inverse condemnation law.

1.4 Condition of Premises. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this license is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in a condition which is satisfactory to Licensee as of the Commencement Date.

2. Payments: As consideration for the rights given hereunder, Licensee agrees to pay to OCTA the one-time License Fee specified in Item 5 of the Basic License Provisions. The one-time License Fee is due and payable upon execution of this Agreement.

3. Taxes. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility and its operations the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith, or (b) as a result of the Licensee's Parties' use of the License Property, or the Facility.

4. Construction. All construction work performed or caused to be performed by Licensee on the Facility or the License Property after the initial construction shall be performed in accordance with and any and all applicable laws, rules and regulations (including the OCTA's rules and regulations), and in a manner which (i) meets or exceeds the then applicable standards of the industry for such construction work, and (ii) is satisfactory to OCTA. Prior to commencement of any construction, maintenance, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to OCTA for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by OCTA. In addition, Licensee shall provide OCTA and all holders of underground utility facilities located within the License Property with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify OCTA's representative personally or by phone prior to commencing any Work. Unless otherwise requested by OCTA, upon completion of any Work, Licensee shall restore the OCTA Property to its condition immediately preceding the commencement of such Work, reasonable wear and tear excepted.

5. Contractors - Approval and Insurance. OCTA acknowledges and agrees that the primary purpose of Licensee's use of the Facility shall be to store Building Materials necessary for the Orange County Streetcar Construction project ("Project") and OCTA approves of the entry, usage, storage and occupancy by Licensee and Licensee's contractors. Any contractors of Licensee performing Work on the Facility or the License Property, other than the placement, storage and removal of materials, shall first be approved in writing by OCTA. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect, throughout the term of such Work, insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as described Section 16. Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (a) be involved with such Work, or (b) may, for any reason, need to enter onto the License Property, to obtain and



maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by OCTA, in the amounts and coverages specified on, and issued by insurance companies as described in Section 16. OCTA reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement on the Work to be performed on the License Property; provided OCTA provide to Licensee prior written notice of such change.

6. Reimbursement. Licensee agrees to reimburse OCTA for all reasonable costs and expenses incurred by OCTA in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by OCTA in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along OCTA's tracks, furnishing of watchmen, flagmen and inspectors as OCTA deems necessary and such other items or acts as OCTA in its sole discretion deems necessary to monitor or aid in compliance with this Agreement. OCTA and Licensee agree that review of the Licensee's Work plans and inspections will not be necessary provided Licensee's usage of the Facility or License Property is limited to that of placement, storage and removal of Building Materials for the Project's Maintenance and Storage Facility.

7. Liens. Licensee will fully and promptly pay for all materials joined or affixed to Facility or the Licensed Property, and fully and promptly pay all persons who perform labor upon said Facility or the Licensed Property. Licensee shall not suffer or permit to be filed or enforced against the Licensed Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by OCTA with respect thereto and directly relating to Licensee's Work or occupancy of the Facility of License Property, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend OCTA from all obligations and claims made against OCTA for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of OCTA. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to OCTA in compliance with applicable California law. If Licensee does not discharge any mechanic's liens or stop notice for works performed for Licensee, OCTA shall have the right to discharge same (including by paying the claimant), and Licensee shall reimburse OCTA for the cost of such discharge within ten (10) business days after billing. OCTA reserves the right at any time to post and maintain on the OCTA Property and on the Licensed Property such notices as may be necessary to protect OCTA against liability for all such liens and claims. The provisions of this Section shall survive the termination of this Agreement.

8. Maintenance and Repair. Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a condition satisfactory to OCTA and in accordance with Exhibit B during the Term and shall be responsible for all clean up and maintenance of the OCTA Property directly resulting from Licensee's use thereof under this License. Licensee shall be responsible for any citations issued by any agency having jurisdiction as a result of Licensee's failure to comply with local codes. If any portion of the OCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use thereof by Licensee or Licensee's Parties, including but not limited to damage arising from any test or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the OCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by an excavation by Licensee or Licensee's Parties.



9. Landscaping/Protective Fencing. OCTA acknowledges and agrees that the current fencing surrounding the Facility perimeter is sufficient, to shield the railroad track area from public access and/or the Facility from public view.

10. Use. The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or the Facility without OCTA's prior written approval.

11. Abandonment. Should Licensee at any time abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, OCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement. OCTA, at its option, may remove any improvements remaining on the abandoned property, at Licensee's expense.

12. Breach. Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, OCTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to OCTA upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee or any other person occupying the License Property, by any lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the rights and remedies that OCTA may have under this Agreement, at law or in equity by reason of Licensee's default or of such termination.

13. Surrender. Upon termination of this Agreement, unless otherwise requested in writing by OCTA to leave all, or any portion of, the Facility in place on OCTA Property prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the OCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, OCTA may at its option (a) perform the same at Licensee's expense, which costs Licensee agrees to pay to OCTA on demand, or (b) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the OCTA Property is restored.

14. Indemnification. Except for OCTA's negligence or willful misconduct, Licensee shall indemnify, defend and hold harmless OCTA, its officers, directors, employees and agents (Indemnitees) from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by Licensee or Licensee's Parties in connection with or arising out of the performance of this Agreement.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused by the negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any



other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of OCTA, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including, without limitation, the Facility, the License Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the OCTA Property, accident, fire or other casualty on the OCTA Property, or electrical discharge, noise or vibration resulting from OCTA's transit operations on or near the OCTA Property. The term "OCTA" as used in this section shall include: (a) any transit or rail-related company validly operating upon or over OCTA's tracks or other property, and (b) any other persons or companies employed, retained or engaged by OCTA. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against OCTA for any such loss, damage or injury of Licensee and/or its Personnel. **In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:**

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party**

Licensee accepts the risk that the facts or the law may later turn out to be different than Licensee understands them to be at this time and acknowledges that this assumption of risk and waiver will not be affected by such different state of facts or law. The provisions of this Section shall survive the termination of this Agreement.

16. Insurance.

A. Licensee shall procure and maintain insurance coverage or evidence of self-insurance during the entire term of this Agreement. Licensee shall provide the following coverage:

1. Commercial General Liability [CGL], to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum of \$1,000,000.00 of coverage, with:

1. Removal of the CGL exclusion for pollution liability, or
2. A Pollution Liability policy with minimum limits of \$1,000,000.00; and
3. Automobile Liability Insurance with combined single limits of a minimum of \$1,000,000.00
4. Workers' Compensation with limits as required by the State of California; with a waiver of subrogation rights;
5. Employers' Liability with limits of a minimum of \$1,000,000.00; and

B. Subject to prior approval by OCTA, Licensee may meet the requirements through (i) self-insurance, (ii) coverage through a joint powers insurance authority (JPIA) which is duly formed under the



laws of the State of California, or (iii) utilize a combination of self-insurance and JPIA coverage, or (iiii) commercial insurance policies.

C. OCTA, its officers, directors, employees and agents must be designated as additional insured on the Licensee's Comprehensive General and Automobile Liability Insurance policies. Licensee shall furnish OCTA with insurance endorsements and certificates, evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder.

D. The coverage shall be primary and any insurance or self-insurance maintained by OCTA shall be excess of the Licensee's insurance and shall not contribute to it.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits, except only after thirty (30) days prior written notice has been given to OCTA. In the event OCTA learns that Licensee's insurance coverage is terminated and Licensee fails to provide adequate assurances that continuous coverage is being provided, OCTA, at its sole discretion, may obtain such coverage at Licensee's expense.

F. OCTA retains the right to increase the amounts of coverage required by this Agreement as it determines are reasonably necessary to protect itself against potential liability caused by entering into this Agreement. OCTA shall give licensee 60 days' notice of the need for it to increase its coverage. By the end of the 60 days, Licensee shall provide proof of such coverage in the manner set forth in this section.

17. Tests and Inspection. OCTA shall have the right at any time to inspect the License Property and the Facility so as to monitor compliance with the terms of this Agreement. OCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary in its sole judgment or useful to evaluate the condition of the License Property. Licensee shall cooperate with OCTA and its agents in any tests or inspections deemed necessary by OCTA. Licensee shall pay or reimburse OCTA and appropriate regulatory agencies, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. Hazardous/Toxic Materials Use and Indemnity. Licensee shall operate and maintain the License Property in compliance with all applicable federal, state and local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Licensee shall not cause or permit or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the brought upon, stored, used, generated, treated or disposed of on the License Property or the OCTA Property. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to OCTA) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this Section or (b) any release of Hazardous Materials upon or from the Facility or the OCTA Property or contamination of the OCTA Property (i) which occurs due to the use and occupancy of the Facility or the Licensed Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.



The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused by the negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the OCTA Property and/or any adjacent property, whether or not owned by OCTA, Licensee, at its sole expense, shall promptly take all actions necessary to clean up all such affected property and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

Upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, clean up and remove all Hazardous Materials in, on, under and/or about the OCTA Property, which Licensee or Licensee's Parties caused or permitted to be brought upon the OCTA Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of OCTA and any governmental authorities having jurisdiction thereover.

19. Underground Storage Tanks. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY.

20. Subordinate Rights. This Agreement is subject and subordinate to the prior and continuing right and/or obligation of OCTA, and its successors and assigns, to use the OCTA Property in the exercise of its powers and in the performance of its duties, or for any other purpose including but not limited to those as a public transportation body. Accordingly, there is reserved and retained unto OCTA, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the OCTA Property, and to otherwise use the OCTA Property, and in connection therewith the right of OCTA, its successors and assigns, to grant and convey to others, rights to and interests in the OCTA Property on the License Property and in the vicinity of the Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("Title Exceptions") which may affect the OCTA Property now or hereafter, and no provision of this Agreement shall be construed as a covenant or warranty against the existence of any such present or future Title Exceptions, whether or not arising out of the actions of OCTA, its successors or assigns. OCTA represents and warrants that OCTA has title to the License Property and is duly authorized to enter into this License Agreement.

21. Compliance with Laws. Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the License Property. OCTA may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. Condemnation. In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) from the Condemnor only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to OCTA. Licensee shall have no rights under California law or federal law to the receipt of any damages arising out of any use or proposed use of the License Property by OCTA or its respective agents, officers, contractors or employees and in entering into this Agreement expressly waives any such rights.



23. Markers. Omitted N/A

24. General Provisions.

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by certified mail, return receipt requested, postage prepaid, or by nationally recognized carrier, signature receipt required, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective on the date of return receipt from U.S. Postal Service or the date signed for by nationally recognized carrier.

24.2 Non-Exclusive License. The license granted hereunder is not exclusive and OCTA specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to OCTA which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due OCTA as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement. Interest shall not be payable on late charges incurred by Licensee.

24.6 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the License Property and the Facility.

24.7 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.8 Amendment. This Agreement may be amended at any time by the written agreement of OCTA and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties, so long as the same shall be in writing and executed by the parties hereto.

24.9 Assignment. This Agreement and the license granted hereunder are personal to the Licensee and Licensee's Parties. Licensee shall not assign or transfer (whether voluntarily or involuntarily) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges granted hereunder, without the prior consent of OCTA, which will not be unreasonably withheld, and any attempted act in violation of the foregoing shall be void and without effect and grant OCTA the right to immediately terminate this Agreement.

24.10 Attorney's Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.



24.11 Nondiscrimination. Licensee certifies and agrees that all persons employed and any contractors retained, by either Licensee or Licensee's affiliates, subsidiaries, or holding companies, with respect to the License Property, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, disability or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.12 Further Acts. At OCTA's sole discretion but at the sole expense of Licensee and without a Licensee claim for reimbursement, Licensee agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement, including the relocation of the Facility and the license granted hereunder.

24.13 Acknowledgement of No Right to Claim Relocation Benefits Against OCTA. Licensee hereby acknowledges that if OCTA asks Licensee to vacate the property, then Licensee is not entitled to any relocation benefits under this agreement or by virtue of state or federal law.

24.14 Time of Essence. Time is of the essence in the performance of this Agreement.

24.15 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereunder.

24.16 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted hereunder is revocable by OCTA in accordance with the terms of this Agreement.

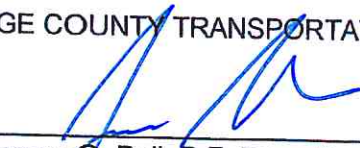
24.17 Entire Agreement. This Agreement and Exhibits "A" and "B" hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

24.18 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.

24.19 Additional Provisions. Those additional provisions set forth in Exhibit "B", if any, are hereby incorporated by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By:   
James G. Beil, P.E., Executive Director,  
Capital Programs

Date:  3/4/2020



APPROVED AS TO FORM:

By:   
James M. Donich  
General Counsel

LICENSEE

WALSH CONSTRUCTION COMPANY II, LLC

By:   
TONY AMES

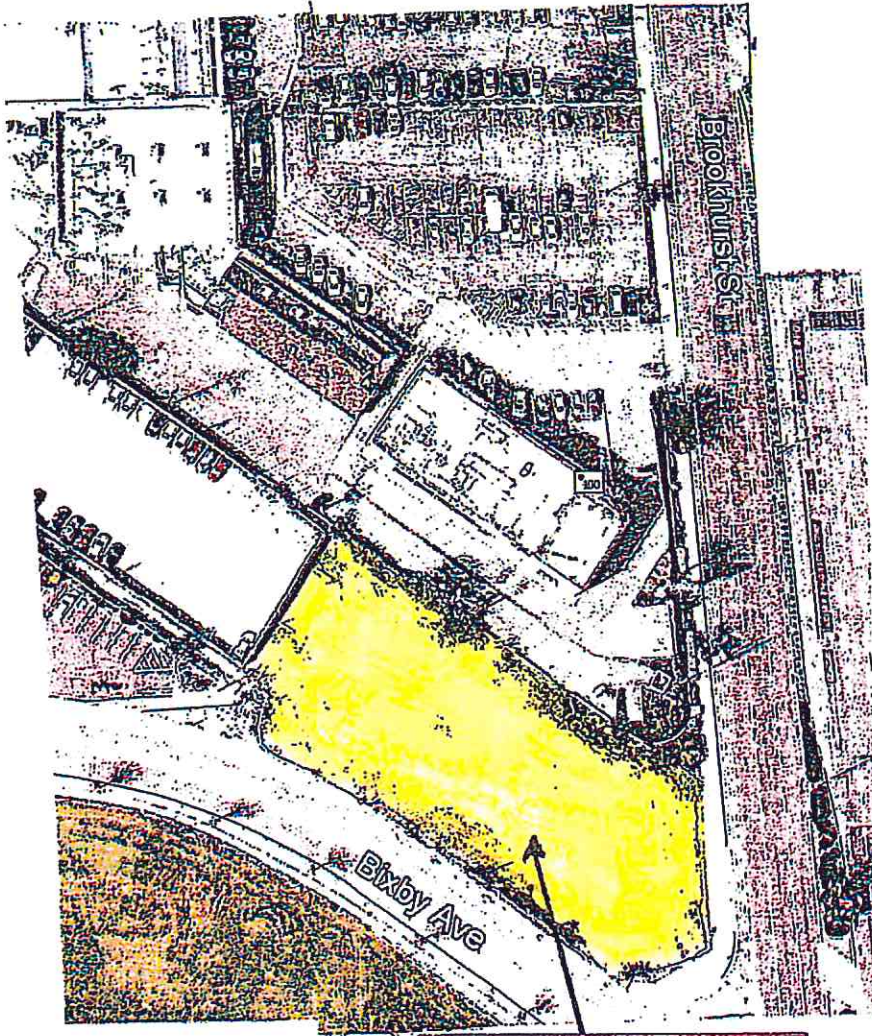
Date: 3/2/20




**EXHIBIT "A"**  
**(To be Attached)**



# EXHIBIT "A"



**LICENSED AREA**

LINE/BRANCH:  PE	COUNTY:  ORANGE	MILE POST  N/A		WALSH CONSTRUCTION COMPANY II, LLC	
LOCATION:  CITY OF GARDEN GROVE	LICENSE AREA [IN SQUARE FEET]:  26,480 +/- SQ. FT.				
NEAREST CROSS STREETS:  BROOKHURST STREET			ORANGE COUNTY TRANSPORTATION AUTHORITY  P.O. BOX 14184 550 SOUTH MAIN STREET ORANGE, CA 92863-1584  TEL. NO. (714) 560-6282	CONTRACT NO.:  PE01-202	
USE: STORAGE OF BUILDING MATERIALS PERTAINING TO THE MSF FACILITY FOR THE OCTA STREETCAR PROJECT				SCALE:  N-T-S	DATE:  1/29/20

This sketch is not a representation or warranty of the extent of, or boundaries of OCTA property right



**EXHIBIT "B"**

This License is subject to the following additional terms and conditions:

1. Licensee will keep the License Property free of all weeds and trash.
2. Licensee will not encroach into non-licensed OCTA property.
3. Licensee will obtain all City and other governmental permits, if any, required for the use.
4. On or before thirty days after the commencement date Licensee will keep the License Property adequately fenced and will maintain the fence in good functional repair.
5. Licensee shall maintain License Property drainage so that drainage will not intrude into non-licensed OCTA property and shall be maintained in a condition satisfactory to OCTA and in accordance with applicable city codes.
6. The Licensee and/or Licensee's contractor(s) shall be responsible for the location and protection of any and all surface, sub-surface, and overhead structures.
7. Licensee will restore the property to its pre-existing condition at the termination of the Agreement , reasonable wear and tear excepted.