

LICENSE AGREEMENT BETWEEN CITY OF TEMECULA AND STEVE Y. KIM AND HWA SEEL LEE, CO-TRUSTEES OF THE STEVE Y. KIM LIVING TRUST, FOR THE USE OF PROPERTY FOR PUBLIC PARKING PURPOSES (APNs 922-072-010, -011, -013, -016, -018, -021, and -023)

This License Agreement Between the City of Temecula and Steve Y. Kim and Hwa Seel Lee, Co-Trustees of the Steve Y. Kim Living Trust dated January 12, 1988 for the use of Property for Public Parking Purposes (APNs 922-072-010, -011, -013, -016, -018, -021, and -023) ("Agreement") is entered into between the City of Temecula, a municipal corporation ("City") and Steve Y. Kim and Hwa Seel Lee, Co-Trustees of the Steve Y. Kim Living Trust dated January 12, 1988 (collectively "Owner") as of _____, 2021 ("Effective Date"). The City and Owner are referred to below collectively as the "Parties". In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and for the following purposes, which each of the Parties hereto acknowledge as true and correct:

A. Steve Y. Kim and Hwa Seel Lee, Co-Trustees of the Steve Y. Kim Living Trust is the record owner of seven vacant parcels generally located northeasterly of the intersection of Front Street and First Street in the City of Temecula described more particularly below and referred to in this Agreement collectively as "Subject Properties". The Subject Properties are described below and roughly depicted on Exhibit "A" attached hereto and incorporated herein by this reference:

- (i) An approximate .1592-acre parcel identified as Riverside County Tax Assessor's Parcel Number ("APN") 922-072-010;
- (ii) An approximate .1673-acre parcel identified as APN 922-072-011;
- (iii) An approximate .1622-acre parcel identified as APN 922-072-013;
- (iv) An approximate .1680-acre parcel identified as APN 922-072-016;
- (v) An approximate .3376-acre parcel identified as APN 922-072-018;
- (vi) An approximate .1306-acre parcel identified as APN 922-072-021; and
- (vii) An approximate .1633-acre parcel identified as APN 922-072-023.

B. Owner represents and warrants that Owner is the record fee owner of the Subject Properties and no other person or entity has the right to possession or use of the Subject Properties.

C. Owner desires to authorize the City to use the Subject Properties for public use and the City desires to use the Subject Properties for public use, namely public parking purposes and all uses necessary or convenient thereto, subject to the terms and conditions set forth in this Agreement.

D. The City and Owner desire to enter into this Agreement to provide the terms and conditions upon which the City will use of the Subject Properties for public parking purposes.

2. **Right to Use Subject Properties for Public Parking Purposes.** Owner hereby grants to City a license to possess and use the Subject Properties described above in Section 1.A. and depicted roughly on Exhibit "A" hereto for public parking purposes in accordance with and subject to the terms and conditions of this Agreement. Owner agrees and acknowledges that Owner has reviewed and approved the draft concept plan for the public parking proposed for the Subject Properties attached hereto as Exhibit "B" and incorporated herein by this reference.

3. **No Rent.** In consideration of the benefits to the public of using the Subject Properties for public parking until such time as Owner determines to use the Subject Properties for another use, City will not pay any rent to Owner for use of the Subject Properties in accordance with the terms of this Agreement.

4. **Term of this License.**

A. **Duration.** The term of this Agreement will commence on the Effective Date and end on December 31, 2022 ("Termination Date"), subject to the early termination provisions set forth in Sections 4.C and D. hereto.

B. **Extension of term of License.** The original term of the Agreement set forth in Section 4.A. can be extended by mutual written agreement of the City Manager and Owner.

C. **Right to Terminate Agreement.** Either party may terminate this Agreement for any reason, with or without cause, by providing sixty (60) days prior written notice of termination to the other party ("Early Termination Date").

D. **Owner may Terminate Agreement upon issuance of Grading Permit.** Owner may terminate this agreement upon issuance of Grading Permit for the Subject Properties by providing thirty (30) days prior written notice of termination to City. Owner may elect to accept Subject Properties in as-is conditions or request the Subject Properties be returned to as close to the conditions of Subject Properties on Effective Date of this Agreement, according to Section 5.G.

5. **Responsibilities of City.**

A. City and the public are authorized to use the Subject Properties for public parking purposes ("Permitted Uses") consistent with the draft concept plan attached as Exhibit "B" hereto.

B. City will grade the Subject Properties and place a decomposed granite (DG) base or similar material and stripe the parking stalls in a manner similar to the parking lots located in front of the City of Temecula City Hall. The City may also add some asphalt concrete (AC) paving to accommodate ADA parking spaces and temporary solar powered lights on poles.

C. City shall be responsible for the costs of utilities, if any, in connection with the City's use of the Subject Properties for the Permitted Uses during the term of this Agreement.

D. City shall maintain the Subject Properties in a clean and neat condition, clean and clear of refuse and obstructions, and will dispose of all garbage, trash, and rubbish.

E. City shall not dump, place or store hazardous materials or toxic waste on the Subject Properties.

F. If City damages the Subject Properties, City shall be responsible for restoring the Subject Properties to as close to the condition of said Subject Properties on the Effective Date of this Agreement.

G. Within thirty (30) days of the Termination Date or Early Termination Date, the City shall return the Subject Properties to as close to the condition of said Subject Properties on the Effective Date of this Agreement, subject to reasonable wear and tear unless Owner informs City in writing that it wishes to maintain the surface improvements constructed by City on the Subject Properties. In said case, the Subject Properties will be left in the condition in which they existed on the Termination Date or Early Termination Date.

6. **Indemnification.** City agrees to defend, indemnify, protect and hold harmless Owner from and against any and all claims, demands, losses, defense costs or expenses, including reasonable attorney fees, or liability of any kind or nature which Owner may sustain or incur or which may be imposed upon Owner for injury to or death of persons, or damage to the Subject Properties arising out of City's negligent or wrongful acts or omissions arising out of or in any way related to City's use or occupancy of the Subject Properties for the Permitted Uses in accordance with this Agreement.

7. **Owner's Reservation of Right of Entry.** Owner shall have the right to enter the Subject Properties at all times during the period covered by this Agreement in order to ensure compliance with the terms of this Agreement.

8. **Acknowledgements; Disclaimer of Warranties.**

A. City acknowledges that City has had the opportunity to inspect the Subject Properties and is accepting the use and possession of the Subject Properties "AS-IS" under the terms of this Agreement for the Permitted Uses.

B. In executing and delivering this Agreement, except for Owner's representation to City that Owner is the record Owner of the Subject Properties and no other person or entity has the right to possession or use of the Subject Properties, City has not relied on any representation or warranty of Owner with respect to the condition or fitness of the Subject Properties for the City's Permitted Uses under the terms of this Agreement.

9. **Liens.** City shall not directly or indirectly create or permit to be created or to remain on the Subject Properties any mortgage, lien, or encumbrance in connection with the City's use of the Subject Properties for the Permitted Uses. City shall defend, indemnify and hold Owner harmless, pursuant to Section 7 (Indemnification) from any liens that may attach to the Subject Properties from the City's use of the Subject Properties for the Permitted Uses under the terms of this Agreement.

10. **Notice of Transfer or Sale.** If Owner determines to sell or transfer its interest in any portion of the Subject Properties during the term of this License Agreement, Owner agrees to provide written notice to any potential purchaser of the existence of this Agreement and to provide written notice to City of the sale or transfer of any portion of the Subject Properties.

11. **Notice.** Any notices that either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, FedEx, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

City: CITY OF TEMECULA
41000 Main Street
Temecula, California 92590
Attention: City Manager

With a copy to: Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Attention: Peter M. Thorson, City Attorney

Owner: Steve Y. Kim and Hwa Seel Lee, Co-Trustees of the Steve
Y. Kim Living Trust

12. **Interpretation.** Each of the Parties had the full opportunity to participate in the drafting of this Agreement and, therefore, the Agreement shall not be interpreted against any party on the ground that the party drafted the Agreement or caused it to be prepared.

13. **Governing Law.** The Parties understand and agree that the laws of the State of California will govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and the interpretation of this Agreement. Any litigation concerning this Agreement shall be filed in the Riverside County Superior Court.

14. **Entire Agreement.** This Agreement is the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and this Agreement supersedes any representations, or previous agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. Any modifications of or amendments to this Agreement will be effective only if said modification or amendment is in writing and signed by the Parties hereto.

15. **Authority to Execute Agreement.** The person executing this Agreement on behalf of Owner warrants and represents to the City that this Agreement has been duly approved by Owner

and that all applicable notices and procedures were complied with and that the party signing on behalf of Owner is duly authorized by the Owner to execute this Agreement on behalf of the Owner and has been duly authorized to do so and that the consent of any other party is not required.

In concurrence and witness whereof, the Parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMECULA, a municipal
corporation**

**OWNER
Steve Y. Kim and Hwa Seel Lee, Co-
Trustees of the Steve Y. Kim Living
Trust dated January 12, 1988**

Aaron Adams
City Manager

Attest:

By:



Steve Y. Kim, Co-Trustee of the
Steve Y. Kim Living Trust dated
January 12, 1988

Randi Johl, City Clerk

Approved as to form:

By:



Hwa Seel Lee, Co-Trustees of the
Steve Y. Kim Living Trust dated
January 12, 1988

Peter M. Thorson
City Attorney

Exhibit "A"
Depiction of Subject Properties

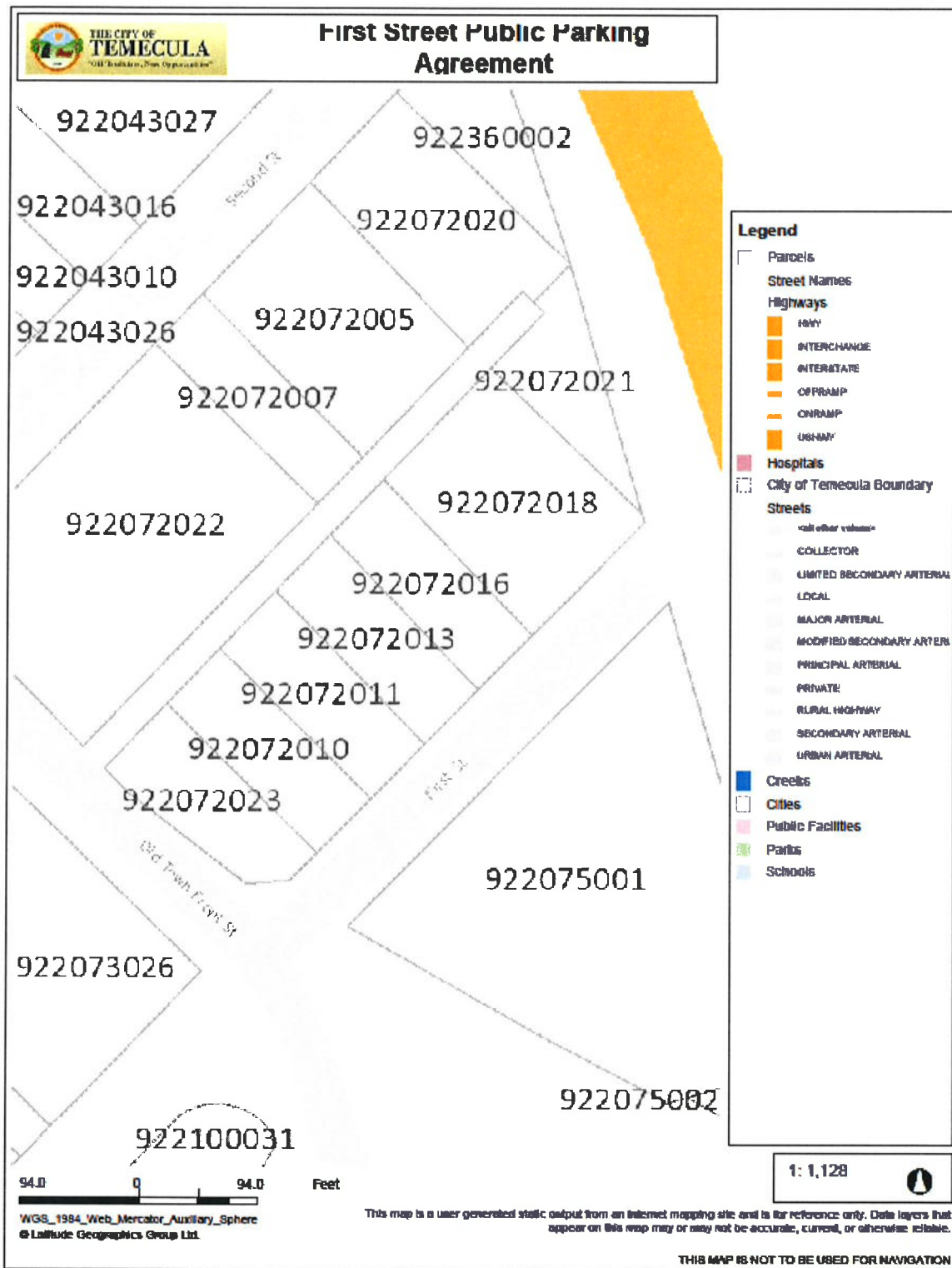


Exhibit "B"
Draft Concept Plan of Proposed Parking Improvements

