

LICENSE AGREEMENT
(Hibbard Field)

THIS LICENSE AGREEMENT is entered into this 11 day of January, 2011, by and between the COUNTY OF SISKIYOU, hereinafter referred to as Licensor, and FRIENDS OF HIBBARD FIELD, hereinafter referred to as Licensee.

WHEREAS, Licensor is the owner of property commonly known as "Hibbard Field", more particularly described on Exhibit "A" attached hereto; and

WHEREAS, such property has historically been used for youth and high school baseball activities; and

WHEREAS, Licensee desires to continue using said property for such activities; and

WHEREAS, it is the public interest and benefit to the youth of the community to have access to such facilities,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Licensor hereby grants to Licensee the right to use the property commonly known as "Hibbard Field" (Field) more particularly described on Exhibit "A" for the conduct of a multipurpose sports and arts facility (i.e. baseball, soccer, performing arts activities, etc.). Any other use of the Field is prohibited unless approved by the Licensor.
2. The term of this License Agreement shall commence on the date of execution of this License Agreement and shall continue for a period not to exceed ten (10) years therefrom. Either party may terminate this License Agreement by giving written notice to the other at least sixty (60) days prior to the effective date of termination.
 - a. Licensee shall have an option to extend the term of this lease for two (2) five-year periods by giving written notice to Licensor not less than ninety (90) days prior to the expiration date of the original term of the lease or any renewal thereof.
3. In consideration for Licensor's granting this License Agreement, Licensee agrees to perform, or have performed on its behalf, the following:
 - a. Operation and maintenance of the field, including but not limited to:
 - i. Infield and foul lines, bleachers, backstop, dugout, restrooms, snack shack, storage buildings, sprinklers, time clocks, winterization of water system, litter clean up, fertilization; and
 - ii. Provide water and lawn maintenance; and

our original

- iii. Remove garbage cans as necessary; and
 - iiii. Schedule the facility for Licensor approved use by various organizations consistent with Section 1 of this Agreement; and
 - iiiii. Responsible for expenses that occur during the daily operations and maintenance of the facility.
- b. Furnish electricity to the site.
4. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the property is created or vested in Licensee by the grant of this License.
 5. Licensee shall indemnify and hold Licensor harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly, including all claims relating to the injury or death of any person or damage to any property.
 6. Licensee agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Licensee shall furnish evidence of liability insurance prior to commencing use of the Field pursuant to this License Agreement. The County of Siskiyou shall be named as an additional insured. By execution of this Agreement, Licensee acknowledges and agrees to the provisions of this Section.
 7. Licensee shall immediately notify the Licensor in the event that the Licensee ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of rights of creditors. Upon such notification, the Licensor may terminate this Agreement.
 8. All notices and correspondence herein provided to be given, or which may be given to either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

LICENSOR: County Administrator
County of Siskiyou
P.O. Box 750
Yreka, CA 96097

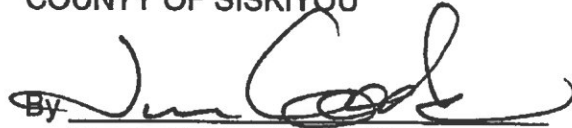
LICENSEE: Friends of Hibbard Field
P.O. Box 1705
Yreka, CA 96097

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

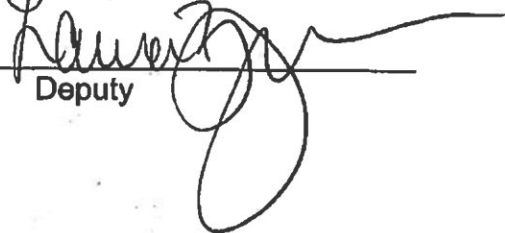
9. It is the intention of the parties to this License Agreement not to in any manner violate any grant agreement between the Licensors and the State of California, and for that reason said Grant Administration Guide for Grants Awarded through Proposition 84 (includes: the grant contract provisions, special requirements such as the labor compliance program, payment requirements, audit and accounting guidance and other administrative steps) is attached as Exhibit B to this Agreement.
10. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at anytime during regular business hours, upon oral or written request of the County.
11. This License Agreement constitutes the entire agreement between Licensors and Licensee relating to this License Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License Agreement are of no force and effect. Any amendment to this License Agreement shall be of no force and effect unless it is in writing and signed by Licensors and Licensee.
12. Upon termination of this license agreement, the Licensee will peacefully surrender to the Licensors the premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which Licensee has no control or which Licensors is responsible pursuant to this license agreement. It is agreed that Licensee shall remove all equipment placed on the leased premises upon the termination of this license agreement unless the parties mutually agree otherwise.

IN WITNESS WHEREOF, the parties have executed this License Agreement the date first above written.

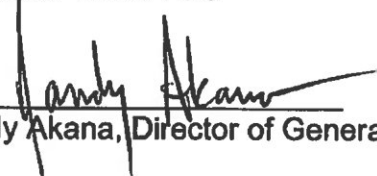
LICENSOR
COUNTY OF SISKIYOU

By 
Marcia H. Armstrong, Chair
Board of Supervisors

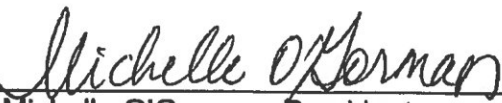
ATTEST:
COLLEEN SETZER, CLERK
Board of Supervisors

By 
Deputy

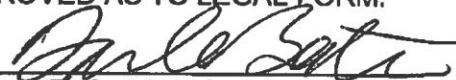
LICENSOR:
COUNTY OF SISKIYOU

By 
Randy Akana, Director of General Services

LICENSEE:
FRIENDS OF HIBBARD FIELD

By 
Michelle O'Gorman, President

APPROVED AS TO LEGAL FORM:


Thomas P. Guarino, County Counsel

APPROVED AS TO INSURANCE:


Rose Ann Herrick, Assistant County Administrator

g:\share\public works\draft use agreement hibbardfield 9_28_10 draft 1.doc

EXHIBIT "A"
LEASE DESCRIPTION

**LEASE DESCRIPTION
SISKIYOU COUNTY FAIRGROUNDS**

All that real property located in Section 34, Township 45 North, Range 7 West, M.D.M., County of Siskiyou, State of California, described as:

PARCEL "A"

BEGINNING at a point on the east line of Fairlane Road, as shown on that certain map filed in Record Survey Book 6, pages 125 and 126, Siskiyou County Records Office, and from which a 3/4 inch diameter iron pipe, tagged RE 2144, bears N. 86°37'54" E. 105.84 feet;

THENCE, N. 86°37'54" E., 571.54 feet;

THENCE, N. 47°25'54" E., 495.00 feet;

THENCE, N. 05°29'06" W., 449.53 feet;

THENCE, N. 26°01'24" E., 27.53 feet;

THENCE, N. 21°55'20" E., 67.24 feet;

THENCE, N. 0°00'46" E., 401.66 feet;

THENCE, S. 89°59'14" E., 161.54 feet;

THENCE, N. 21°55'20" E., 572.38 feet;

THENCE, N. 01°51'22" E., 65.45 feet;

THENCE, West, 427.99 feet;

THENCE, N. 29°28'44" W., 104.70 feet;

THENCE, N. 00°19'09" W., 413.31 feet;

THENCE, N. 83°11'17" W., 158.24 feet;

THENCE, N. 79°58'24" W., 283.36 feet;

THENCE, N. 89°52'44" W., 284.25 feet;

THENCE, N. 87°55'07" W., 211.36 feet;

THENCE, N. 85°21'49" W., 173.74 feet to an angle point, marked with a 6" x 6" concrete monument, per Record of Survey Book 4, page 13, Siskiyou County Records, on the east line of said Fairlane Road;

THENCE, southerly along the east line of said Fairlane Road to the point of **BEGINNING**.

EXCEPTING THEREFROM that certain parcel commonly known as the "Armory", which is described per deed recorded March 12, 1954, in Volume 327, page 250, Siskiyou County Official Records, and **SUBJECT** to the right of ingress and egress to said "Armory" parcel.

PARCEL "B"

All that portion of Lot 11, Section 34, Township 45 North, Range 7 West, M.D.M., described per deed recorded February 20, 1968, in Volume 554, page 287, Siskiyou County Official Records.

EXCEPTING THEREFROM that portion thereof lying westerly of the following described line:

BEGINNING at the Southeast corner of that certain parcel described per deed recorded September 27, 1946, in Volume 192, page 269, Siskiyou County Official Records, ;

THENCE, S. 25°34'26" E. along a prolongation of the East line thereof to a point on the North line of Rolling Hills Drive as shown per map filed in Town Map Book 4, page 38, Siskiyou County Records, said point being the terminus of said described line.

BASIS OF BEARING: Basis of bearings for this description is the East line of the Northeast quarter of Section 34, Township 45 North, Range 7 West, M.D.M., per Record Survey Book 4, Page 13, (ie. N. 0°17'14" E.)



HIBBARD FIELD LEASE DESCRIPTION

All that real property located in Section 34, Township 45 North, Range 7 West, M.D.M., County of Siskiyou, State of California, described as:

That portion of that certain 103.63 acre parcel identified as "Siskiyou County Fairgrounds" per map filed in Record Survey Book 4, page 13, Siskiyou County Recorder's Office, described as follows:

BEGINNING at a point, marked with a 6" x 6" concrete monument, on the east line of Fairlane Road and south line of Sharps Lane;

THENCE, S. 85°21'49" E. 173.74 feet; THENCE, S. 87°55'07" E. 211.36 feet; THENCE, S. 89°52'44" E. 284.25 feet; THENCE, S. 79°58'24" E. 283.36 feet; THENCE, S. 83°11'17" E. 158.24 feet to the **TRUE POINT OF BEGINNING**;

THENCE, S. 83°11'17" E., 306.17 feet;

THENCE, S. 77°32'55" E., 3.06 feet;

THENCE, S. 09°19'15" W., 41.51 feet;

THENCE, S. 52°16'38" E., 159.83 feet;

THENCE, S. 27°22'40" E., 91.90 feet;

THENCE, S. 18°01'11" E., 61.32 feet;

THENCE, S. 01°51'22" W., 188.90 feet;

THENCE, West, 427.99 feet;

THENCE, N. 29°28'44" W., 104.70 feet;

THENCE, N. 0°19'09" W. 413.31 feet to the **TRUE POINT OF BEGINNING**.

BASIS OF BEARINGS: Basis of Bearings for this description is the East line of the Northeast quarter of Section 34, Township 45 North, Range 7 West, M.D.M., as shown per Record Survey Book 4, page 13, (ie., N. 0°17'14" E.)

