

**APPENDIX “B”**

**CITY OF CORONA**

**PLUG-IN ELECTRIC VEHICLE CHARGING STATION**

**LICENSE AGREEMENT**

**WITH REXCO MAGNOLIA, LLC**

**(CORONA POINTE)**

RECORDED AT REQUEST OF  
AND WHEN RECORDED RETURN TO:

City of Corona  
400 S. Vicentia Ave  
Corona, California 92882  
Attn: City Clerk (DWP)

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MARLENE #397

FEE EXEMPT – GOVERNMENT CODE §27383

APN: 111-290-060

(SPACE ABOVE FOR RECORDER'S USE)

**CITY OF CORONA**

**PLUG-IN ELECTRIC VEHICLE CHARGING STATION  
LICENSE AGREEMENT  
WITH REXCO MAGNOLIA, LLC  
(1265 CORONA POINTE)**

**1. PARTIES AND DATE.**

This Plug-In Electric Vehicle Charging Station License Agreement (“License”) is made and entered into this 7th day of October, 2015, by and between the City of Corona (hereinafter referred to as “City”), a California municipal corporation and general law city with its principal place of business at 400 South Vicentia Avenue, Corona, CA 92882 and Rexco Magnolia, LLC, a California limited liability company (hereinafter referred to as “Licensor”), with its principal place of business at 2518 N. Santiago Blvd, Orange, CA 92867. City and Licensor are sometimes referred to individually as “Party” and collectively as the “Parties” throughout this License.

**2. RECITALS.**

**2.1 Licensor Property.** Licensor is the owner of real property located at 1265 Corona Pointe Ct., Corona, CA 92879, in the City of Corona, County of Riverside, State of California, designated as Assessor Parcel Number 111-290-060 and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“Licensor Property”).

**2.2 Licensed Land.** Licensor wishes to grant to City, and City wishes to accept from Licensor, a permanent and perpetual license and right to use the following portions of the Licensor Property, which are more particularly described and/or depicted in Exhibit “B” attached hereto and incorporated herein by reference: (1) approximately 8,200 square feet of area, including multiple parking stalls located at the north end of the Licensor Property and south of Montecito Drive; and (2) such other property as is reasonably necessary for access and utility easements (including space for conduits between the ground space and the nearest appropriate utility provider) (“Licensed Land”).

**2.3 Purpose of License.** Licensor desires to allow City to use the Licensed Land and City desires to use the Licensed Land in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set forth in this License. The purpose of this License is to allow City to construct, install, operate, maintain and repair on the Licensed Land a publically accessible plug-in electric vehicle charging station facility, as well as any ancillary equipment, including, without limitation, a point-of-sale credit card reader and necessary signage, as is more particularly depicted in Exhibit "C" attached hereto and incorporated herein by reference ("City Facilities").

### **3. TERMS.**

**3.1 Licensed Land.** Licensor hereby grants to City a permanent and perpetual license in, on, over, under, along and across the Licensed Land, on the terms hereinafter set forth, for the purpose of constructing, installing, operating, maintaining and repairing the City Facilities.

**3.2 Term.** The term of this License shall be deemed to have commenced on the date first hereinabove written, and shall remain in effect perpetually, unless earlier terminated as provided herein. As provided for in Section 3.11, this License shall run with the land.

### **3.3 City Facilities; Utilities; Access.**

**3.3.1 City Facilities.** City shall be permitted to construct, install, operate, maintain and repair the City Facilities, as depicted in Exhibit "C" attached hereto, on the Licensed Land. Subject to the provisions of this License, City has the right to construct, install, maintain, operate and repair on the Licensed Land any utility lines, transmission lines, electronic equipment, supporting equipment and structures thereto necessary for the operation of the City Facilities. In connection therewith, City has the right to do all work necessary to prepare, maintain and alter the Licensed Land for City's business operations and to install utility connections between the Licensed Land and the nearest appropriate utilities provider. All of City's construction, installation, operation, maintenance and repair work shall be performed at City's sole cost and expense, in a good and workmanlike manner and according to plans and specifications.

**3.3.2 Utilities.** City shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. City shall draw electricity and other utilities from a separate meter than Licensor's and from any utility company that will provide service to the Licensed Land. Licensor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Licensed Land, including the grant to City or to the servicing utility company at no cost to City of an easement in, on, over, under, along, across or through the Licensor's Property and Licensed Land as required by such location acceptable to Licensor and the servicing utility company.

**3.3.3 City Access.** City, City's employees, agents, contractors, subcontractors and invitees shall have access to the Licensed Land twenty-four (24) hours a day, seven (7) days a week, at no charge and without prior notice. Licensor grants to City, and its agents, employees,

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contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Licensor Property from a public right-of-way to the Licensed Land.

3.3.4 Public Access. The public shall have access to the City Facilities and Licensed Land, twenty-four (24) hours a day, seven (7) days a week, at no charge and without prior notice.

**3.4 Use.** Subject to the provisions of this License, the Licensed Land may be used for any activity directly connected with the provision of electric vehicle charging services and the operation thereof, provided that City shall not construct or operate any facilities or structures in addition to those depicted or listed in Exhibit "C" without Licensor's consent. City's use of the Licensed Land shall comply with all applicable laws, ordinances and regulations.

**3.5 Consideration.** Licensor is voluntarily granting to City, and City is voluntarily accepting, the License over the Licensed Land being conveyed herein in consideration of the mutual benefit that the installation and operation of the City Facilities will have on Licensor's Property, any business or other operations of Licensor on the Licensor's Property, the environment and the community in general. The Parties understand, acknowledge and agree that full consideration and just compensation is hereby being provided by City to Licensor.

**3.6 Termination.** City may terminate this License at any time, for any or no reason. The City shall give Licensor at least thirty (30) calendar days advance written notice of its intent to terminate this License. Licensor shall have no right to terminate this License.

**3.7 Vacating the Property.** At the termination of this License, City shall quit and surrender possession of the Licensed Land to Licensor in as good order and condition as the date they were first delivered to City under this License, reasonable wear and tear and damage by the elements excepted.

**3.8 Title to City Facilities.** Upon completion of the installation and construction of the City Facilities, City shall be the sole owner of such City Facilities. The City Facilities shall remain the City's personal property and are not fixtures.

**3.9 Protection of Utilities.** City agrees during the term of this License to protect all utilities, including, but not limited to, water, sewer, electrical, propane or cable, if any, within the Licensed Land. If any such utilities on the Licensed Land are damaged as a result of the City's actions, the City agrees to either repair the damage or reasonably compensate Licensor for the cost to repair the damage.

**3.10 No Other Licenses or Easements.** Licensor shall not grant any additional licenses or easements over, under, along, or across the Licensed Land without obtaining the prior written consent of the City.

**3.11 License Running with Land; Recordation.** The Parties understand, acknowledge and agree that the License shall run with the land until the License is terminated, as against Licensor and its personal representatives, heirs, successors and assigns, including, but not

limited to, any future owners of the Licensor Property. The City is expressly authorized to record this License against the Licensor Property in the Official Records of the County of Riverside.

**3.12 Mutual Indemnification.** The Licensor and the City each agree to mutually defend, indemnify and hold the other and its officers, officials, agents and employees free and harmless from and against any and all claims, losses, liability, demands, causes of action, damages, costs and expenses, including attorney's fees, property damage, bodily injuries, personal injury or death, in law or in equity, of every kind and nature, to the extent that the same arise out of or are the result of the performance of this License or the use, operation or maintenance of the Licensor Property or Licensed Land by the indemnifying Party or any of its officers, officials, agents or employees, or any other person acting under the indemnifying Party's direction, responsibility or control in performing under this License; provided, however, that it is expressly understood and agreed that no persons or other parties who use the City Facilities shall be deemed to be acting under the direction, responsibility or control of the City or any of its officers, officials, agents or employees.

**3.13 Notices.** Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

City  
 City of Corona  
 400 S. Vicentia Ave.  
 Corona, CA 92882  
 Attn: Jonathan Daly

Licensor  
 Rexco Magnolia, LLC  
 2518 N. Santiago Blvd.  
 Orange, CA 92867  
 Attn: Patrick Tritz

Notices may also be sent to such other address as either Party from time to time shall designate by written notice to the other.

**3.14 Effect of Representations and Warranties.** The Parties understand, acknowledge and agree that each representation and warranty of a Party in this License: (1) is material and is being relied upon by the other Party; (2) is true to the best of the Party's knowledge and belief as of the date of this Agreement; and (3) shall survive expiration or termination of this Agreement.

**3.15 Venue.** The interpretation and performance of this License shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

**3.16 Counterparts.** This License may be executed in counterparts, all of which, taken together, shall be deemed one original.

**3.17 Attorneys' Fees.** If any legal action, arbitration or other proceeding is brought for the enforcement of this License, or because of any alleged dispute, breach, default or misrepresentation in connection with this License, the prevailing party shall be entitled to

recover its reasonable attorney fees and other costs it incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**3.18 Entire License; Amendments; Severability.** This License sets forth the entire understanding and agreement of the Parties with respect to the grant of the Licensed Land, and supersedes all prior discussions, negotiations, understandings or agreements relating to the grant of the Licensed Land, all of which are merged herein. This License may not be modified or altered except in a writing signed by all Parties hereto. The unenforceability, invalidity or illegality of any provision(s) of this License shall not render the other provisions unenforceable, invalid or illegal.

**3.19 Successors and Assigns.** This License shall be binding upon and inure to the benefit of the Parties hereto, and to their respective personal representatives, heirs, successors and assigns.

**3.20 Captions.** The captions in this License have been inserted solely for convenience of reference, and are not a part of this License and shall have no effect upon its construction or interpretation.

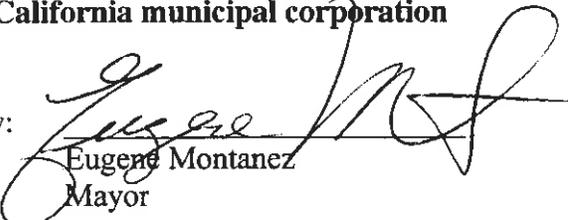
**3.21 Authority.** Each signatory below represents that he or she has the authority to bind the Party to this License on whose behalf the signatory is executing this License.

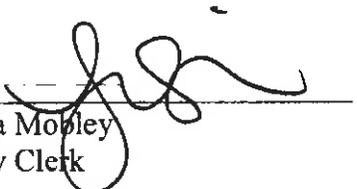
**[SIGNATURES ON THE FOLLOWING TWO PAGES]**

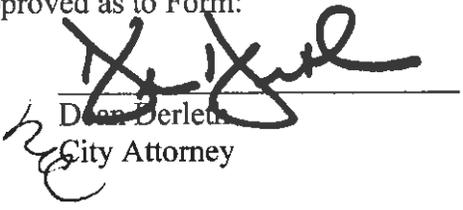
**CITY'S SIGNATURE PAGE FOR  
CITY OF CORONA  
PLUG-IN ELECTRIC VEHICLE STATION  
LICENSE AGREEMENT  
WITH REXCO MAGNOLIA, LLC  
(1265 CORONA POINTE COURT)**

IN WITNESS WHEREOF, the Parties have entered into this License as of the 7th day of October, 2015.

**CITY OF CORONA,  
a California municipal corporation**

By:   
Eugene Montanez  
Mayor

Attest:   
Lisa Mopley  
City Clerk

Approved as to Form:   
Dean Berlet  
City Attorney

**LICENSOR'S SIGNATURE PAGE FOR  
CITY OF CORONA  
PLUG-IN ELECTRIC VEHICLE STATION  
LICENSE AGREEMENT  
WITH REXCO MAGNOLIA, LLC  
(1265 CORONA POINTE COURT)**

**REXCO MAGNOLIA, LLC  
a CALIFORNIA LIMITED LIABILITY COMPANY**

By:

  
\_\_\_\_\_  
Signature

*Larry R. Hays*  
\_\_\_\_\_  
Name (Print)

*General Manager*  
\_\_\_\_\_  
Title

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LICENSOR PROPERTY**

Real property in the County of Riverside, State of California, described as follows: Lot 19 of Parcel Map 30675 as recorded on file in book 203 of maps, pages 43 through 48, of the official record of Riverside County.

APN: 111-290-060

**EXHIBIT "B"**  
**DEPICTION OF LICENSED LAND**

**[SEE ATTACHED 1 PAGE MAP TITLED "ELECTRIC VEHICLE CHARGING STATIONS LICENSE AGREEMENT FOR 1265 CORONA POINT COURT"]**

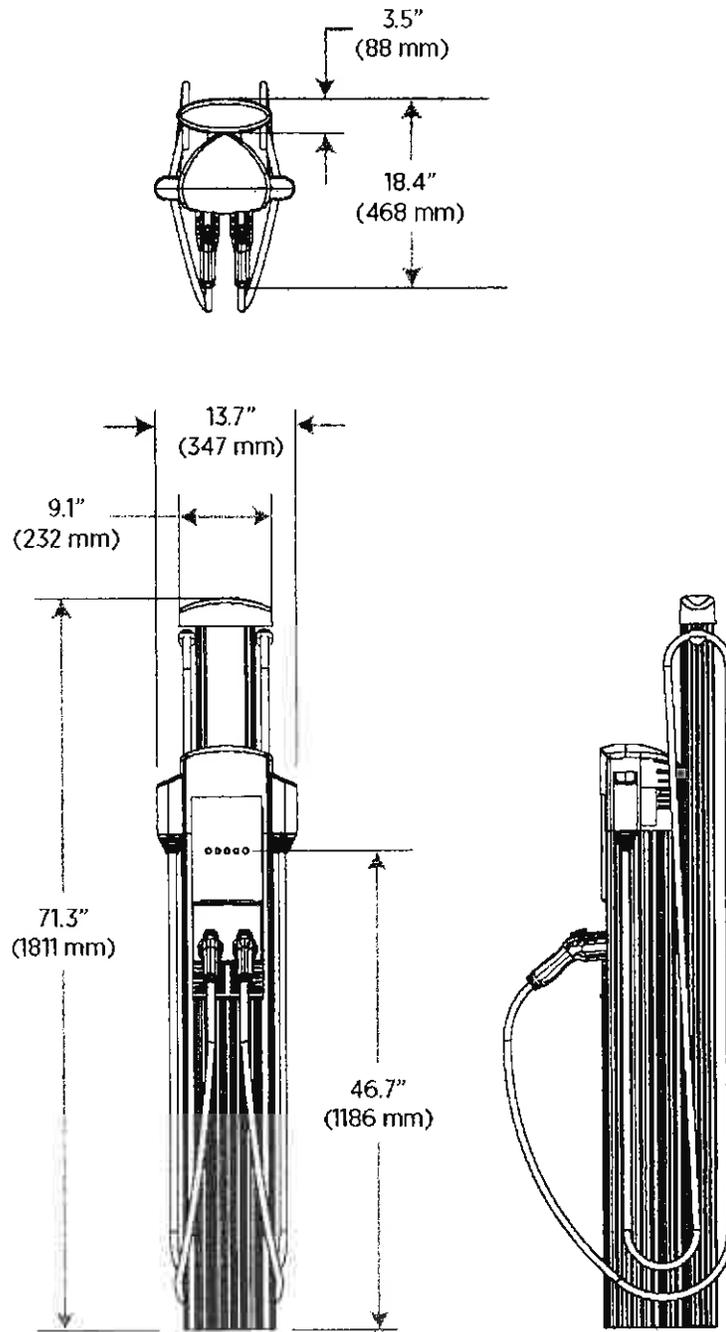


City of Corona

Electric Vehicle Charging Stations  
License Agreement for  
1265 Corona Pointe Court



**EXHIBIT "C"**  
**("CITY FACILITIES")**



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On September 29, 2015 before me, Judy A Beil, Notary Public  
(insert name and title of the officer)

personally appeared Larry R Haupert  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Judy A Beil (Seal)

