

LICENSE AND EASEMENT AGREEMENT

THIS TEMPORARY LICENSE AND EASEMENT AGREEMENT (hereinafter this "**Agreement II**") is made as of May 15, 2024, by and between Spencer Keng and Jean Keng, Trustees of Spencer and Jean Keng Family Trust, dated August 20, 1990, Chang T. and Meichu H. Lin, Trustees of the Lin's Family Trust and PEW Investments, a California limited partnership (collectively, "Licensor") and the City of Moreno Valley, a municipal corporation ("Licensee").

RECITALS

A. Licensor is the owner of that certain real property located in the City of Moreno Valley, County of Riverside, California, more particularly described on Exhibit "A" attached hereto (the "**Licensor Property**");

B. Licensee desired to enter onto a portion of the Licensor Property, that is more particularly described on Exhibit "A" attached hereto, the "**Licensed and Easement Area**" or "**LEA**" to be mutually agreed and depicted in Exhibit "B" and to perform certain activities as more particularly set forth on Exhibit "C" attached hereto and incorporated herein by reference, including the maintenance of and minor construction to an interim basin (the "Interim Basin") (the "**Permitted Activities**"). Licensor and Licensee entered into the Temporary Easement and License Agreement to use the LEA for the Permitted Activities dated November 20, 2016 (the, "**Agreement I**") for a term ending June 30, 2023 that both parties allowed to continue due to the Covid-19 pandemic and relevant government restrictions but which is hereby terminated;

C. Licensor and Licensee affirm that the prior agreement(s) including but not limited to the easement and license has expired and shall have no further effect on the Licensor Property; and

D. Licensee desires to enter into a new Temporary Easement and License Agreement to use the LEA for the Permitted Activities ("**Agreement II**") dated May 15, 2024 for a term ending June 30, 2028.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License to Enter and Use the LEA. Licensor hereby grants to Licensee a non-exclusive temporary license (the "License") and permission to only enter upon the LEA to conduct Permitted Activities during the Term, subject to Licensee's compliance with all of the terms of this Agreement; provided, however, that Licensee's use of the LEA shall not interfere with the reasonable use and enjoyment thereof by Licensor or any persons claiming by, through or under Licensor. Licensee shall provide Licensor with not less than twenty-four (24) hours written notice prior to any entry onto the LEA. Licensor shall have the right, in its sole discretion, to withhold approval of any activities not specifically listed as Permitted Activities, and approval of any such additional activities must be in writing. Licensor or its consultants shall have the right to be present and observe any on-site activities of Licensee. Licensee shall not permit any other party, except Licensee's duly authorized principals, employees, agents, contractors, affiliates, officers, representatives, and/or consultants (collectively, "Licensee's Representatives"), to enter or use the LEA or perform the Permitted Activities during the term set forth in this Agreement without Licensor's prior written consent.

(a) Maintenance. Licensee shall be exclusively responsible for the following activities relating to the Interim Basin and the LEA:

(i) repairing any damage done to any portion of the LEA or Licensor Property by Licensee or any of Licensee's Representatives;

(ii) repairing and maintaining all the improvements, including the Interim Basin, in first-class operating and safe condition at all times;

(b) Construction. Licensee shall be exclusively responsible for the following activities during the term of this Agreement:

(i) construction and improvements to the Interim Basin and appurtenances, as deemed necessary by Licensee, in order to facilitate a first-class operation and safe conditions at all times, which may include but not necessarily be limited to the construction, upsizing, or otherwise improving the Interim Basin;

- (ii) prior to termination of this Agreement, repairing and restoring every portion of the Licensor Property or LEA disturbed by Licensee to the same condition as existed prior to Licensee's entry onto, improvement and construction of the Interim Basin in the LEA, unless Licensor elects to have the Interim Basin and any other improvements and conditions of the LEA remain in place; provided, however, Licensee's obligations shall immediately cease upon termination, including but not limited to any maintenance obligations.

(b) Government Regulations and Other Obligations of Licensee. As a condition precedent to the license granted herein, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required by any and all governmental agencies for Licensee's use of the LEA pursuant to the terms of this Agreement. Licensee will furnish Licensor evidence of such permits and authorizations prior to its entry on the LEA. While on the LEA, Licensee will comply, and will cause all of Licensee's Representatives on the LEA to comply, with all applicable governmental laws and regulations. All persons who enter upon the LEA pursuant to this Agreement do so at their own risk, and shall comply with any and all instructions and directions of Licensor or Licensor's duly authorized principals, affiliates, officers, contractors, employees, agents, representatives, consultants, legal counsel, and/or accountants; provided such instructions and directions are consistent with applicable law and any terms of governmental regulations (collectively, "**Licensor's Representatives**").

(c) Liens. Licensee shall not suffer or permit to be enforced against the LEA, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement performed by Licensee or any of Licensee's Representatives, and Licensee shall pay or cause to be paid all of said liens and claims before any action is brought to enforce the same against the LEA. Licensee expressly agrees to indemnify and hold Licensor and the Property free and harmless from all liability for any and all such liens and claims including but not limited to other property owners, together with attorneys' fees and all costs and expenses in connection therewith, arising out of Licensor's actions. Notwithstanding anything to the contrary set forth above, Licensee shall use best efforts to contest the validity of any such lien or claim, and Licensee shall, at its expense, defend itself and Licensor and the Property against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the LEA, and Licensee shall procure and record or furnish to Licensor a surety bond or other acceptable security satisfactory to Licensor in its reasonable discretion in an amount at least equal to such contested lien or claim indemnifying Licensor against liability for the same, and holding the Property free from the effect of any lien or claim.

(d) Licensor Not Liable. As a material part of the consideration for this Agreement, Licensee hereby covenants to continuing to indemnify, defend and hold harmless Licensor from and against any, each and every loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to reasonable attorneys' fees) of any kind or character occurring to any person or property to the extent arising from or to the extent caused by (i) any use of the LEA by Licensee or any of Licensees Representatives during the term of this Agreement, (ii) any act or omission of Licensee or any of Licensee's Representatives in, on or about the LEA during the term of this Agreement, (iii) any bodily injury, property damage, accident, fire or other casualty on the LEA caused by any act or omission of Licensee or any of Licensee's Representatives during the term of this Agreement, (iv) any violation or alleged violation by Licensee or any of Licensee's Representatives of any law, ordinance, or regulation now or hereafter enacted during the term of this Agreement, (v) any loss or theft whatsoever of any property or anything placed or stored by Licensee or any of Licensee's Representatives on or about the LEA, (vi) cost, expense and liability arising from Hazardous Materials as defined by federal, state, county or municipal authority imported, placed, utilized, released by Licensee or any of Licensee's Representatives (vii) for any enforcement by Licensor of any provision of this Agreement and (viii) any costs of duly removing Licensee from the land or restoring the same as provided herein. Notwithstanding anything to the contrary herein, however, the foregoing indemnity shall not extend to any loss, claim cost or expense arising from any willful act of Licensor or Licensor's Representatives.

(e) Insurance. Licensee, prior to entry onto the Licensor's Property, shall deliver to Licensor a certificate or other reasonable proof evidencing that Licensee has a commercial general liability insurance policy written on an occurrence and not a claims made basis with liability for personal injury and property damage of not less than Two Million Dollars (\$2,000,000) per claim under which Licensor has been named as an co-insured by a company duly licensed by the Insurance Commissioner in the State of California.

Licensee acknowledges that it has carefully reviewed the foregoing provisions and discussed their import with its counsel, and that the provisions of the foregoing waivers and releases (including, but not limited to, the waiver of California Civil Code Section 1542) are a material part of this agreement. If Licensee breaches any of its obligations under this Agreement and fails to cure such breach within ten (10) days of a written notice from Licensor specifying the nature of such breach, Licensor shall have the right to terminate this Agreement by written notice to Licensee effective the date of receipt of such

notice.

(f) Inspection. Licensor and Licensor's Representatives shall be entitled to enter and inspect the LEA or any portion thereto.

(g) Indemnification. In consideration of being allowed this License to improve the LEA as provided hereinbefore as Permitted Activities, Licensee expressly agrees to indemnify and hold harmless Licensor and the Property from any and all liability for any and all such liens and claims including but not limited to other property owners, together with attorneys' fees and all costs and expenses arising out of this License attributable to the City.

(h) Release. In consideration of being permitted access to the LEA, Licensee hereby assumes all risks involved in the use of the LEA, and for itself, its successors and assigns and waives and releases any and all claims, demands or rights of action, in law or in equity, known or unknown, against Licensor, its officers, directors, agents, employees, consultants, partners, members, affiliates, successors, assigns and licensees (collectively "**Releasees**") arising from or by reason of any death or personal injury or loss or damage on or to the property arising out of or resulting from any use of, or activities upon, any portion of the Licensor Property by it or its employees, agents, contractors, subcontractors or licensees except and to the extent the same be attributable to the willful misconduct of Releasees.

Without limiting the foregoing, Licensee hereby waives any and all benefits of the provisions of California Civil Code Section 1542 with respect to the waiver and release in the preceding paragraph. Section 1542 of the California Civil Code states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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)

Licensee acknowledges that it has carefully reviewed the foregoing provisions and discussed their import with its counsel, and that the provisions of the foregoing waivers and releases (including but not limited to, the waiver of California Civil Code Section 1542) are a material part of this agreement.

2. Term. Subject to the provisions for earlier termination set forth hereinafter and in Section 3 below, the term of the right of entry granted pursuant to Section 1 above shall commence as of the date hereof and shall continue to June 30, 2028 except in the event of Licensor's development or sale of the Licensor Property. Licensor shall provide Licensee written notice of termination of the Temporary Easement and License Agreement II and its election to (a) have the Interim Basin and LEA restored as provided in Section 1(a) or (b) exercise its right to retain the Interim Basin for Licensor's development project as zoned, rezoned or permitted. Licensee may elect to terminate the license in the event Licensee has determined to locate an Interim or Permanent Basin at another location by giving Licensor notice of termination one hundred eighty (180) days prior to the termination of Agreement II.

3. Termination and Remedies. If Licensee breaches any of its obligations under this Agreement and fails to cure such breach within ten (10) days of a written notice from Licensor specifying the nature of such breach, Licensor shall have the right to terminate this Agreement by written notice to Licensee effective the date of receipt of such notice and Licensee shall immediately commence and complete its duty under Section 1(a) or 1(b), at Licensor's election; provided, however, in the event the breach cannot be cured within said cure period, Licensor shall diligently prosecute such work until cured. Additionally, the City may terminate this License upon 30 days written notice, and upon said notice Licensor shall notify City in writing whether Licensee desires the improvements to remain or the LEA to be returned to its previous condition. In the event Licensor does not provide said notice within 30 days receipt of notice of termination, Licensor shall be deemed to have irrevocably elected to leave the improvements in place without further obligation of the City. In the event the property is returned to prior condition in accordance with this Agreement, the City shall diligently prosecute until completion. This License is solely a license and Licensee has no rights as an owner, purchaser or tenant by virtue hereof. Upon termination of this License, Licensee shall promptly vacate the LEA. No termination or expiration of this License shall relieve Licensee of its obligation to perform any acts required to be performed under this License either prior to or after its termination.

4. Assignability. Licensor's rights under this Agreement shall inure to the benefit of, and be enforceable by, Licensor and its successors and assigns.

5. Cost of Enforcement. If Licensor employs an attorney or other person or commences an action to enforce

any of the provisions of this Agreement or to remove Licensee from the LEA, Licensee agrees to pay all costs of enforcement in connection therewith arising out of City's breach including, but not limited to, court costs and attorneys' fees. In any litigation, arbitration or other proceeding by which a party either seeks to enforce its rights under this Agreement or seeks declaration of any rights or obligations under this Agreement, the Licensor shall be awarded or reimbursed by Licensee for attorney fees, together with any costs and expenses, required to resolve the dispute and to enforce the final judgment.

6. Other Licensee Obligations. Licensee shall use best efforts to perform the Permitted Activities (construction and maintenance of the Interim Basin) during the term of this agreement and in the event the Parties mutually agree that the Permitted Activities necessitate modification to an official survey of Licensor's property showing the LEA that shall be performed by a California licensed surveyor. Licensee shall cause such a survey to be completed with the cost and expense of the survey borne by the Licensee.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's prior written consent, which consent may be given or withheld in Licensor's sole and absolute discretion, and any attorneys' fees or other costs incurred in clearing this instrument, such short form memorandum or assignment from title to the LEA shall be Licensee's responsibility.

8. Counterparts: Telecopied or Emailed Signatures. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, telecopied or e-mailed signatures may be used in place of original signatures on this Agreement, and Licensor and Licensee intend to be bound by the signatures on the telecopied or e-mailed document.

(Signatures On A Separate Page)

IN WITNESS WHEREOF: the parties hereto have executed this instrument as of the date first above written.

"LICENSOR":

Chang T. & Meichu H. Lin
Lin's Family Trust

Name: _____
Chang T. Lin Co-Trustee

Name: _____
Meichu H. Lin Co-Trustee

"LICENSEE":

City of Moreno Valley

Name: _____

Title: _____

Spencer & Jean Keng Family Trust

Name: _____
Spencer Keng Co-Trustee

Name: _____
Jean Keng Co-Trustee

PEW INVESTMENTS, a California limited

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT "A"

LICENSOR PROPERTY

REAL PROPERTY IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19;

THENCE, NORTH 89° 30' 06" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER,
806.67 FEET TO A POINT 494.00 FEET WEST OF EAST LINE OF SAID FRACTIONAL WEST HALF;

THENCE NORTH 00° 37' 53" WEST PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL WEST
HALF, 521.78 FEET;

THENCE NORTH 45° 56' 28" WEST, 35.69 FEET TO A POINT 488.00 FEET SOUTHERLY OF THE SOUTH
LINE OF THE NORTH 9.00 ACRES PER DOCUMENT RECORDED JULY 17, 1989 AS INSTRUMENT NO. 89-
256843, OFFICIAL RECORDS;

THENCE SOUTH 89° 36' 34" WEST PARALLEL WITH SAID SOUTH LINE, 782.09 FEET TO THE WEST LINE
OF THE SOUTHWEST QUARTER OF SAID SECTION 19;

THENCE SOUTH 00° 42' 51" EAST ALONG SAID WEST LINE, 548.31 FEET TO THE POINT OF BEGINNING;

OR ALSO KNOWN AS APN 488-180-025.

EXHIBIT "B"

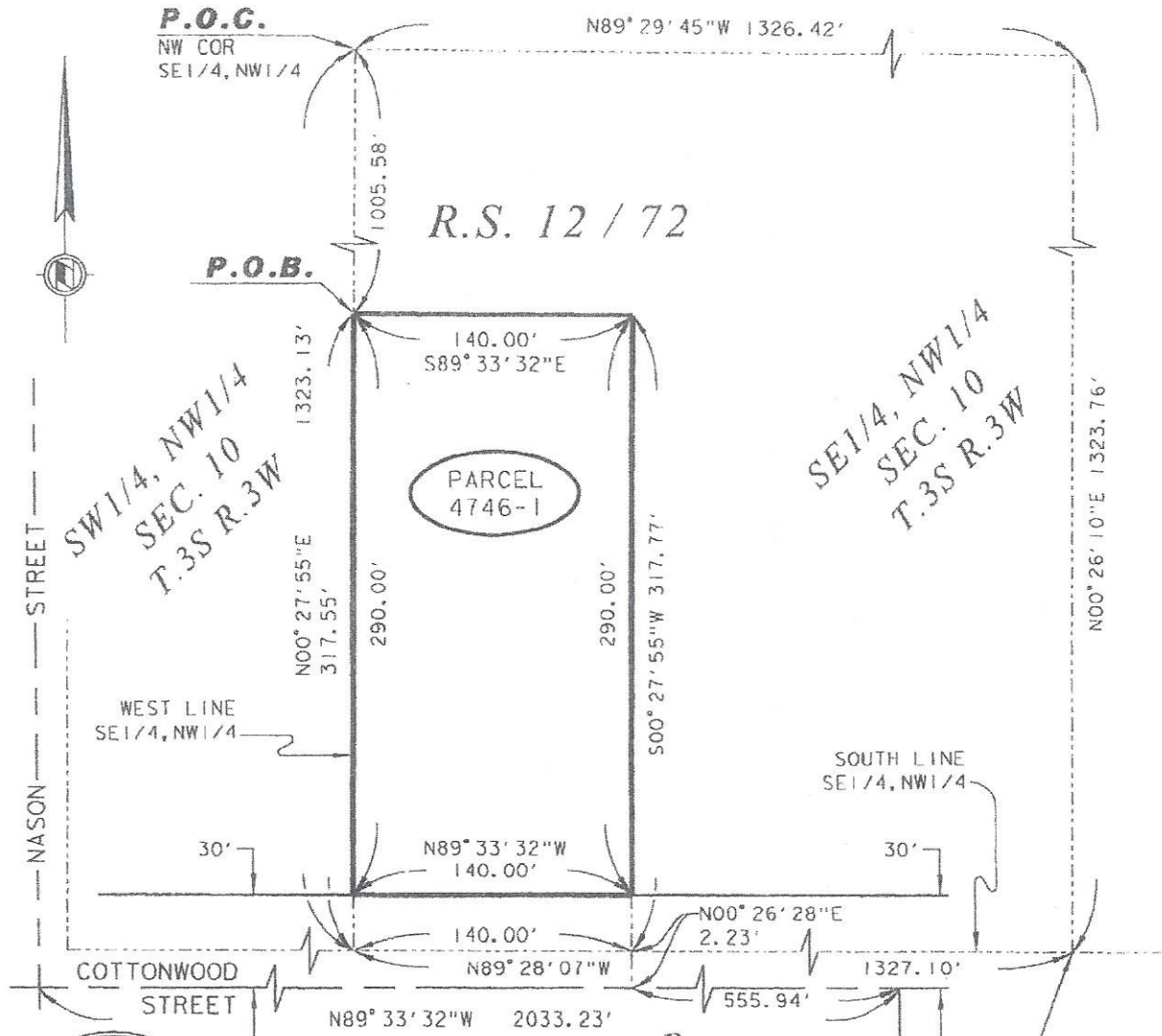
LICENSED AND EASEMENT AREA

Approximately 40,600 square feet area within the border of Licensor Property for an Interim Basin as depicted in attachments to Exhibit "B".

Licensor shall have a right to retain the Interim Basin and related improvements upon expiration or termination of the License and LEA for use as its retention facility.

Exhibit "B"

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN AS SHOWN ON RECORD OF SURVEY, BOOK 12, PAGE 72, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED WITHIN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



RIV. CO. MAP 722-B

[Signature]
DATE: 11-3-16

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: MORENO - COTTONWOOD INTERIM BASIN			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.	RCFC PARCEL NUMBER(S): PARCEL 4746-1	SCALE: NO SCALE	PREPARED BY: LAH
		NOV-03-2016	SHEET NO. 1 OF 1

**Moreno – Cottonwood Interim Basin
Parcel 4746-1**

Being a portion of the Southeast quarter of the northwest quarter of Section 10, Township 3 South, Range 3 West, San Bernardino Meridian, as shown on Record of Survey, Book 12, Page 72, records of Riverside County, State of California, located within the City of Moreno Valley, described as follows:

Commencing at the northwest corner of the southeast quarter of the northwest quarter of said Section 10;

Thence South $00^{\circ} 27' 55''$ West 1005.58 feet along the west line of said southeast quarter to the Point of Beginning;

Thence South $89^{\circ} 33' 32''$ East 140.00 feet;

Thence South $00^{\circ} 27' 55''$ West 317.77 feet to the south line of said southeast quarter;

Thence North $89^{\circ} 28' 07''$ West 140.00 feet along said south line to the aforementioned west line of said southeast quarter;

Thence North $00^{\circ} 27' 55''$ East 317.55 feet along said west line to the Point of Beginning.

Excepting therefrom any portion within the north 30 foot half width right of way of Cottonwood Avenue as shown on Riverside County Surveyor Map 722-B.

Containing 40,600 square feet.

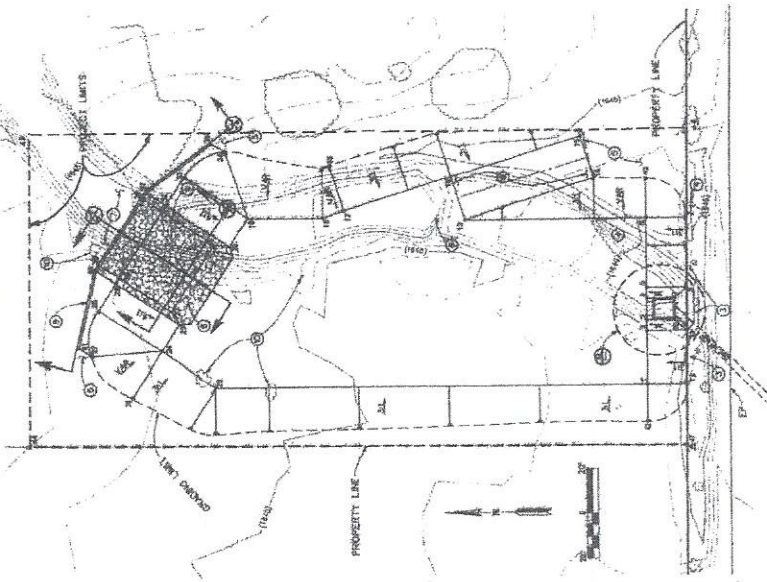



JAMES R. McNEILL

Land Surveyor No. 7752
Signed on Behalf of:
Riverside County Flood Control
and Water Conservation District

Date: 11-3-16

TO BE MAINTAINED BY THE CITY OF MORENO VALLEY

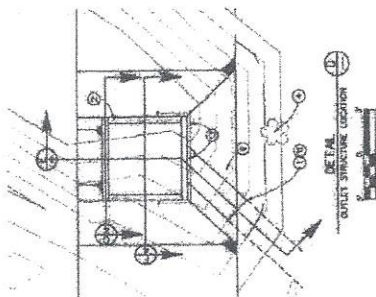


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- NOTES:**
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	CITY OF MORENO VALLEY APPROVALS APPROVED BY: _____ DATE: _____	PROJECT NO. _____ SHEET NO. _____
	CITY OF MORENO VALLEY APPROVALS APPROVED BY: _____ DATE: _____	PROJECT NO. _____ SHEET NO. _____
CITY OF MORENO VALLEY APPROVALS APPROVED BY: _____ DATE: _____	PROJECT NO. _____ SHEET NO. _____	PROJECT NO. _____ SHEET NO. _____

EXHIBIT "C" PERMITTED ACTIVITIES

Permitted activities include maintenance of the Interim Basin and supporting area, located on the real property owned by Licensor, APN 488-180-025, north of Cottonwood Avenue Property and depicted in Exhibit "B" including boundary walls, road improvements including bike paths walkways, and landscaping and perform any testing, grading, staking, and inspection relating to existing improvements on Licensor' s property. Permitted activities also may include construction, alteration, demolition, installation, repair, or maintenance to the Interim Basin and appurtenances, as deemed necessary by Licensee or any agencies having competent jurisdiction over the regulation and/or permitting of the Interim Basin and appurtenances, in order to facilitate first-class operation and safe conditions at all times, which may include but not necessarily limited to the construction, upsizing, or otherwise improving the Interim Basin.