COUNTY OF SAN MATEO

Permit Agreement
(No. 5392)

MEDIANS AND PLAZAS IN EL GRANADA

PERMITTEE:

THE GRANADA COMMUNITY SERVICES DISTRICT

PERMIT AGREEMENT
No. 5392

MEDIANS AND PLAZAS IN EL GRANADA

1. **PARTIES**. This Permit Agreement ("Permit"), dated for reference purposes only as this 19th day of October, 2017, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), and the GRANADA COMMUNITY SERVICES DISTRICT ("GCSD"). County and GCSD agree as follows:

2. **MEDIANS AND PLAZAS**. In 1908, the County of San Mateo was granted an easement for certain streets, roads, highways, and public places within the platted property of Subdivision Nos. 2 and 3 of Granada (the "Medians and Plazas" which includes Balboa Circle and Portola Circle) as further shown in Exhibit A.

   GCSD is hereby granted permission to use specified rights vested to the County as conferred by the offer(s) set forth in order to make allowable Improvements in the Medians and Plazas as specified in Section 3.

   GCSD shall make no improvements until an inclusive and transparent public process is completed to ensure adjacent property owners and district residents are apprised of the proposed improvements and process to plan, permit, design, and construct the proposed improvements and afforded the opportunity to provide feedback.

3. **IMPROVEMENTS AND INSTALLATIONS**. Approved Improvements include benches, children's tree houses, children's nature play areas, fencing for safety, fitness/exercise-stations, horse shoes, picnic tables, pump tracks, softball pitch and catch, spider-web rope-net climbing equipment, swings and/or swing sets, tree maintenance and other landscaping, walking path improvements, water fountains, and youth basketball ½ court. BBQs and disc golf shall not be permitted. GCSD has discretion to install improvements after completing the public process described above and obtaining all necessary permits as required herein.

   In any instance where an Improvement accommodates or promotes the use of a ball, object, or device that could create a safety hazard for vehicles driving on adjacent roadways, the Improvement must be accompanied by a fence that will prevent such occasion from happening; however, the fence cannot interfere with County's ability to maintain any vegetation, including trees, that County is responsible for under this Permit. For example, a basketball court should have a fence behind and on the sides of the court to prevent loose balls from bouncing or rolling into the roadway. This shall be required to provide an extra level of safety for users of the Improvements and vehicular traffic on any adjacent roadway.

4. **USE**. GCSD may use and occupy the Medians and Plazas for the construction, maintenance, repair, and operation of Improvements permitted by the rights granted to the County and detailed in Section 3 (Improvements and Installations). Such use may be accomplished by GCSD utilizing contractors, volunteers, or other agents.

GCSD shall not use any portion of the Medians and Plazas to support its responsibility of providing sanitation services.

In its use or occupancy of any Median or Plaza, GCSD shall not do or permit anything to be done in or about the Medians and Plazas, nor bring or keep anything therein, which will in any way increase the existing rate of the County's insurance over its objection or otherwise affect any fire or other County insurance upon the Medians and Plazas, or cause cancellation of any County insurance policy covering the Medians and Plazas, or any part thereof or any of its contents. GCSD shall not use or allow the Medians and Plazas to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall GCSD cause, maintain or permit any nuisance in, on or about the Medians and Plazas. GCSD shall not commit or suffer to be committed any waste in or upon the Medians and Plazas. GCSD shall take all reasonable steps necessary to meet its obligations under this paragraph.

GCSD ACKNOWLEDGES AND AGREES THAT THE MEDIANS AND PLAZAS ARE ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY, AND POSSESSION. GCSD REPRESENTS AND WARRANTS TO COUNTY THAT GCSD HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF GCSD'S OWN CHOOSING, THE CONDITION OF THE MEDIANS AND PLAZAS AND THE SUITABILITY OF THE MEDIANS AND PLAZAS FOR GCSD'S INTENDED USE. GCSD HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE MEDIANS AND PLAZAS MAY BE SUITABLE FOR GCSD'S INTENDED USE. GCSD ACKNOWLEDGES AND AGREES THAT NEITHER COUNTY NOR ANY OF ITS AGENTS HAVE MADE, AND COUNTY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE MEDIANS AND PLAZAS, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE MEDIANS AND PLAZAS OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE MEDIANS AND PLAZAS FOR GCSD'S USE, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE MEDIANS AND PLAZAS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. TERM. This Permit shall commence when dually executed and shall remain in effect for TWO HUNDRED AND FORTY MONTHS (240) plus any partial month, if any, or until terminated by either Party, under Section 7 (Termination), upon at least one-hundred and twenty (120) days' written notice to the other party, whichever occurs first. The term of this Permit may be extended by mutual written consent of the Parties.

6. PERMIT FEE.

BASE PERMIT FEE. Pursuant to the terms of this Permit, the Base Permit Fee shall be waived in its entirety for the term of the Permit and any options to extend such term.

7. TERMINATION.

A. BY GCSD: GCSD shall have the right to terminate this Permit without a requirement of good cause at any time upon one-hundred and twenty (120) days prior written notice to County. Should GCSD terminate the Permit, GCSD is responsible for returning Medians and Plazas to the County in the condition received, unless otherwise agreed to in writing by both Parties. Any Improvements requiring removal shall be removed in no more than one-hundred and twenty (120) days after GCSD receives written notice from County to do so.

BY COUNTY: County shall have the right to terminate this Permit without a requirement of good cause at any time upon one-hundred and twenty (120) days prior written notice to GCSD. Should County terminate the Permit, GCSD is responsible for returning Medians and Plazas to the County in the condition received, unless otherwise agreed to in writing by both Parties.

B. NOTICE. Upon termination as provided for under the terms of Section 7A (Termination), neither Party will owe the other Party any further obligation under the terms of this Permit, except as may otherwise be specifically provided herein and except for GCSD's responsibility to remove all of GCSD's Improvements from the Medians and Plazas and restore the Medians and Plazas to their original condition absent mutual written agreement to the contrary.

In the event of any damage to, destruction of or condemnation of all or any part of the Medians and Plazas which renders the Medians and Plazas unusable or inoperable, either Party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder, except the requirement for the GCSD to remove all Improvements, unless otherwise agreed to in writing by both Parties, by giving written notice to the other Party within thirty (30) days after such damage, destruction, or condemnation unless said damage was caused by the negligence or willful misconduct of the Party issuing such notice. GCSD acknowledges that it has no property interest in the Medians and Plazas and that County alone shall be entitled to any condemnation proceeds paid as a result of any condemnation, of the Medians and Plazas, except for any relocation payments owing to GCSD under California law. Upon the expiration or termination of this Permit for any reason, GCSD shall remove all Improvements and all personal property in accordance with Section 16 (Removal of Improvements) hereof.

8. HAZARDOUS MATERIALS ACTIVITY. GCSD shall not store, handle, or generate hazardous materials/waste/underground tanks on the Medians and Plazas, except for small amounts temporarily used for the construction of Improvements and authorized by local, regional, state, and federal laws, rules, ordinances, and guidelines. In the event that GCSD does store, handle, or generate hazardous materials on the Medians and Plazas, GCSD shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to County under law, and as provided herein including, but not limited to, termination of this Permit. Additionally, GCSD shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Medians and Plazas that may be required in the event that GCSD does store, handle, or generate hazardous materials on the Medians and Plazas, and shall relieve, indemnify, protect, and save harmless County against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any of such hazardous materials introduced to the Medians and Plazas by GCSD. Such obligation to relieve, indemnify, protect, and save harmless with respect to hazardous materials shall survive the termination or expiration of this Permit.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline, and compressed gases.

County represents and warrants to GCSD that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Property or Medians and Plazas, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Property. County further represents and warrants, to the best of County's knowledge, that there are no Hazardous Materials present in, on, under or around the Property and/or Medians and Plazas in violation of any applicable law.

9. NATURE OF PERMIT. This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property interests. GCSD's interest in the Medians and Plazas are exclusively described herein.

10. CLAIMS/INDEMNIFICATION. GCSD shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description ("claims") arising out of: (1) activities by or on behalf of the GCSD pursuant to this Permit, (2) the performance of any work or services by or on behalf of the GCSD in the construction, operation, and maintenance of the Improvements described in Paragraph 3 of this Permit, or (3) any other act or omission by or on behalf of GCSD resulting from use of the Medians and Plazas pursuant to this Permit. The duty of GCSD to indemnify and save harmless as set forth by this

Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

11. DAMAGE TO OR DESTRUCTION OF MEDIANS AND PLAZAS. In the event of damage to or destruction of the Medians and Plazas or any portion thereof, by reason of the negligence or willful misconduct of GCSD, its agents, officers, employees or invitees, GCSD shall, within ninety (90) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of Medians and Plazas necessary to permit full use and occupancy of the Medians and Plazas at GCSD's sole cost.

12. PERMITS. GCSD shall obtain all necessary governmental approvals and permits, including from the San Mateo County Planning and Building Department and local fire prevention agency, prior to commencing any Improvements, and shall provide County with ten (10) days written notice prior to the start of construction. All contractors and subcontractors of GCSD for work performed at the Medians and Plazas shall be duly licensed by the State of California, and all work shall be performed in a good, safe, and workmanlike manner.

Prior to the installation of Improvements, GCSD must obtain any and all licenses required in order to operate the site for the permitted use. Copies of said license(s) shall be provided by GCSD to County upon receipt by GCSD.

The County is issuing this Permit solely in its capacity as the holder of easement rights and not a regulatory agency.

13. AMERICAN'S WITH DISABILITIES ACT. GCSD shall cause all Improvements to be constructed, operated, and maintained in a manner compliant with the American's With Disabilities Act ("ADA"). GCSD agrees to indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from any ADA barriers to use or access of Improvements installed or constructed by or on behalf of GCSD present on Medians and Plazas .

14. MAINTENANCE. GCSD expressly agrees to maintain all Improvements at GCSD's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of County and in compliance with all laws, rules, and regulations applicable to Permittee's specific use thereof. Permittee shall be responsible for the maintenance of any vegetation, including trees, located in Medians and Plazas in which Improvements have been constructed. If GCSD has only constructed Improvements on a portion of the Medians and Plazas, GCSD shall only be responsible for the vegetation, including trees, located within the boundaries of the Improvements. Should GCSD only construct Improvements on a portion of Medians and Plazas, County and GCSD shall agree in writing as to the boundaries of GCSD's maintenance responsibility.

Should County determine in County's sole and absolute discretion that a tree or any part of a tree presents a danger to those using the roadway or the Medians or Plazas, County may take necessary action to resolve the threat without a requirement to notify

GCSD. Any Improvement or fence to support the use of an Improvement shall not interfere with County's ability to perform necessary maintenance.

GCSD shall not allow any offensive or refuse matter, nor any substance or Improvements constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Medians and Plazas. It is expressly understood that County shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to or related to GCSD's Improvements in the Medians and Plazas.

15. UTILITIES. County shall have no responsibility to supply any utilities including, but not limited to, electricity, water, or waste collection and disposal, for Medians and Plazas containing Improvements. Any utility improvements made by GCSD shall be in accordance with all applicable laws, regulations, and permits.

GCSD shall contact Underground Service Alert to locate and identify all existing utilities in all Medians and Plazas in which Improvements will be constructed. The location and identification of utilities shall be completed during the design of the proposed Improvement and used during the design of Improvements to ensure no utilities are bent, broken, punctured, or damaged during construction of the utility.

16. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION. Upon the expiration or termination of this Permit for any reason, including but not limited to bankruptcy, GCSD shall immediately (and in no event later than one hundred and twenty (120) days after termination) remove from the Medians and Plazas the Improvements and any other property placed on the Medians and Plazas by GCSD or any of GCSD's Agents unless otherwise agreed to in writing by both Parties. If GCSD has installed Improvements on more than four Plazas or Medians, for every additional Plaza or Median containing Improvements the time for GCSD to complete removal shall be extended by thirty (30) days. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Medians and Plazas by County and others. GCSD shall, at GCSD's sole expense, repair any damage to the Medians and Plazas, or any facilities or equipment on the Medians and Plazas, caused by such removal. Upon any failure of GCSD to remove the Improvements and any other possessions of GCSD pursuant to this Section, County shall have the option, but not the obligation, to remove the Improvements from the Medians and Plazas. Any damages to the Improvements occasioned by such removal are expressly waived by GCSD as against County or the County's contractor. Nothing in this section shall waive GCSD's responsibility to reimburse County for costs incurred for the removal of such Improvements.

17. FIXTURES. County covenants and agrees that no part of the Improvements constructed, erected, or placed by GCSD on the Medians and Plazas or other real property owned by GCSD shall be or become, or be considered as being, affixed to, or a part of County's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of County to covenant and agree that all Improvements of every kind and nature constructed, erected, or placed by GCSD on the Medians and Plazas or other real property owned by County shall be

and remain the property of the GCSD except as provided in Section 16 herein (Removal of Improvements) of this Permit. GCSD has the right to remove all GCSD's Improvements at its sole expense on or before the expiration or termination of this Permit.

18. DEFAULT; REMEDIES

A. EVENTS OF DEFAULT. Any of the following shall constitute an event of default (the "Event of Default") by GCSD hereunder:

1. A failure to comply with any covenant, condition or representation made under this Permit and should such failure continue for fifteen (15) days after the date of written notice by non-defaulting party, provided that if it is not feasible to cure such default within such 15-day period, defaulting party shall have a reasonable period to complete such cure if defaulting party promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from non-defaulting party or within a period agreed to by non-defaulting party. Non-defaulting party shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by defaulting party during such 12-month period shall constitute an Event of Default hereunder;

B. REMEDIES. Upon the occurrence of an Event of Default County shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

i. County may terminate GCSD's right to use of the Medians and Plazas at any time by written notice to GCSD. Upon such termination in writing of GCSD's right to use of the Medians and Plazas, this Permit shall terminate and County shall be entitled to recover damages from GCSD as provided by law.

ii. County may continue this Permit in full force and effect and may enforce all of its rights and remedies under this Permit.

iii. County may require GCSD to remove any and all Improvements from the Medians and Plazas or, if GCSD fails to do so within sixty (60) days after County's written request, County may do so at GCSD's expense.

19. LIABILITY; VANDALISM. GCSD agrees that County shall not be responsible for any damage to GCSD's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

20. INSURANCE.

A. GCSD shall obtain at its sole expense, and furnish evidence to County prior to the effective date of this Permit of a combined general liability and property damage insurance policy in the amount of at least One Million Dollars ($1,000,000) per

occurrence and Two Million Dollars ($2,000,000) aggregate, to be kept in full force during the term of this Permit and any extension thereof.

County, its officers, agents and employees shall be named as additional insured on the liability insurance policy require hereinabove, which shall also contain a provision that the insurance afforded thereby to County shall be the primary insurance to the full limits of liability of the policy. If County has other insurance coverage against a loss covered by the coverage that GCSD is required to have, such other insurance coverage of County shall be excess insurance only.

Upon ninety (90) days written notice, County may require GCSD, at GCSD's sole cost, to increase insurance coverage to an amount deemed appropriate for operating Improvements in the sole discretion of County's Risk Manager.

24.1 **GCSD'S PERSONAL PROPERTY**. GCSD shall be responsible, at no cost to the County, for GCSD's Personal Property.

24.2 **COUNTY'S SELF INSURANCE**. GCSD acknowledges that County self-insures against casualty, property damage and public liability risks and agrees that County may at its sole election, but shall not be required to, carry any third party insurance with respect to the Property, the Medians and Plazas, or otherwise.

21. ENTRY BY COUNTY/GCSD.

A. BY GCSD. Subject to the provisions of this Permit, GCSD has the right to enter the Medians and Plazas at any time without prior notice being given to County for the construction, maintenance, operation, repair, modification, or addition of GCSD's Improvements and the operation of parks and/or recreation services on said Medians and Plazas consistent with this Permit.

B. BY COUNTY. County reserves and shall have the right to enter the Medians and Plazas at any and all reasonable times, to inspect same, to post notices of non-responsibility, to alter, improve, repair or restore the Medians and Plazas, and to maintain any trees located on Plazas or Medians that may interfere with County's responsibility to maintain the roadway system as County may deem necessary or desirable, so long as County does not unreasonably interfere with GCSD's Improvements or operations. For each of the aforesaid purposes, County shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Medians and Plazas. County's right to enter the Medians and Plazas is subject to: (a) County having given not less than twenty-four (24) hours prior notice to GCSD, and (b) an employee or agent of GCSD being given an opportunity to be present during each and any entry to the Medians and Plazas which consent shall not be reasonably withheld.

C. EMERGENCY - BY COUNTY. Other provisions of this Section notwithstanding, in the event of an emergency, County shall have the right to use

any and all means which County may deem proper to gain entry to the Medians and Plazas without liability to County except for any failure to exercise due care for GCSD's Improvements and other property. Any entry to the Medians and Plazas obtained by County by any said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Medians and Plazas, or an eviction of GCSD from the Medians and Plazas or any portion thereof.

22. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO. The County Manager, or the designee of the County Manager, shall be the only authorized agent of the County of San Mateo for purposes of giving any notices (including, but not limited to, termination under the terms hereof), enforcing any provision, or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit.

23. NOTICE. All notices or demands are deemed to have been given or made when delivered (1) in person;(2) delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail; or (3) email with acknowledged receipt and addressed to the respective Parties as follows:

County:	GCSD:
County of San Mateo	Granada Community Services District
County Manager's Office	P.O Box 335
Real Property Services Division	El Granada, CA 94018
555 County Center, 4th Floor	Phone: (650) 726-7093
Redwood City, CA 94063	granada@granada.ca.gov
Phone: (650) 363-4047	

The address to which any notice or demand may be given to either Party may be changed by thirty (30) day prior written notice utilizing one or more of the methods authorized above.

24. ASSIGNMENT BY GCSD. GCSD shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of GCSD's interest in this Permit or in the Medians and Plazas without County's prior written consent. Any assignment or encumbrance without County's consent shall be voidable and, at County's election, shall constitute a default. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section.

25. ENTIRE AGREEMENT AND BINDING EFFECT. This Permit and any attached exhibits, as signed by the Parties hereto, constitute the entire agreement between County and GCSD regarding the Medians and Plazas; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by both of the Parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors,

administrators, successors, and assigns of said County and GCSD. This Permit shall not be effective or binding on any Party until fully executed by both Parties hereto. The effective date of the Permit shall be the date of signature on behalf of the Party last signing after the approval by the Governing Boards of both of the Parties hereto.

26. RESERVATIONS. This Permit shall at all times be subject to such rights-of-way for such sewers, pipe lines, conduits, roadway and for such telephone, telegraph, light, heat, or power lines, as shall have been duly established or as may from time to time be reasonably determined to be necessary by County.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases, or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. GCSD covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest, or privilege in and to the Medians and Plazas and that the use of the Medians and Plazas by GCSD shall at all times be conducted with proper regard for such rights, titles, interests, and privileges.

27. LIENS.

A. GCSD shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of GCSD.

B. If any lien is filed against the Property as a result of the acts or omissions of GCSD, or GCSD's employees, agents, or contractors, GCSD must discharge the lien or bond the lien off in a manner reasonably satisfactory to County within thirty (30) days after GCSD receives written notice from any Party that the lien has been filed.

C. If GCSD fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of County, County may, at County's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to County provided that such methods are specified in writing by County to GCSD.

D. GCSD must pay on demand any amount paid by County for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of County incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

28. NON-DISCRIMINATION

A. GCSD shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. No person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,

sexual orientation, or military and veteran's status, or political affiliation be denied any benefits or subject to discrimination under this Permit.

C. GCSD shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. GCSD's equal employment policies shall be made available to County upon request.

D. With respect to the provision of employee benefits, GCSD shall comply with the County Ordinance that prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

29. GENERAL PROVISIONS.

A. COMPLIANCE WITH LAW. GCSD shall not use the Medians and Plazas or permit anything to be done in or about the Medians and Plazas which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. GCSD shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Medians and Plazas. A final judgment under the laws of the State of California or the admission of GCSD in any action against GCSD, whether County be a Party thereto or not, that GCSD has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between County and GCSD.

B. AUTHORITY OF PARTIES. Each Party executing this Permit on behalf of the public entity which is a Party hereto, represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said public entity, in accordance with a duly adopted resolution of the governing board of the public entity or in accordance with the by-laws of the public entity, and that this Permit is binding upon the public entity in accordance with its terms.

C. WAIVER. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

D. JOINT OBLIGATION. "Party" shall mean County or GCSD; and if there be more than one GCSD or County, the obligations hereunder imposed upon GCSDs or County shall be joint and several.

E. TIME. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

F. NEGATION OF PARTNERSHIP. County shall not become or be deemed a partner or a joint venturer with GCSD by reasons of the provisions of this Permit.

G. SEVERABILITY. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

H. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

I. SIGNS AND AUCTIONS. Permittee shall not place any sign upon the Medians and Plazas or conduct any auction thereon without Permittor's prior written consent.

J. PROVISIONS, COVENANTS AND CONDITIONS. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

K. CAPTIONS, TABLE OF CONTENTS. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

L. SINGULAR AND PLURAL. When required by the context of this Permit, the singular shall include the plural.

M. CHOICE OF LAW. This Permit shall be construed, interpreted, and governed in accordance with the laws of the State of California.

N. VENUE. The venue for any court action to interpret or enforce this Agreement or to litigate any claim arising out of this Agreement shall be held in State Court of the County of San Mateo.

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IN WITNESS WHEREOF, County and GCSD have executed this Permit as of the date and year first above written.

GCSD:

GRANADA COMMUNITY SERVICES DISTRICT

By: _____
Chuck Duffy, District General Manager

Approved as to form:

By: _____
Jonathan Wittwer, District General Counsel

COUNTY:

COUNTY OF SAN MATEO

Resolution No. 075701

By_____

Approved as to form:

By: _____
John Beiers, County Counsel, San Mateo County

EXHIBIT A

Map of Medians and Plazas

1.
2.
AVENUE GRANADA
CARMEL
SONORA
VALENCIA
VALLEJO
COLUMBUS
AVENUE ALHAMBRA
PALMA
8.
7.
AVENUE BALBOA
6.
5.
3.
THE ALAMEDA
4a.
4.
CORONADO
9.
FERDINAND
THE ALAMEDA
10.
13.
12.
AVENUE PORTOLA
11
AVENUE ALHAMBRA
14.
District Office
OBISPO ROAD
ISABELLA
THE ALAMEDA
15.
PALMA
FRANCISCO
COLUMBUS
AVENUE CABRILLO
16.
16a.
17.
18.
19.
20.
21.
THE ALAMEDA
22.
HARBOR