

LICENSE AGREEMENT
FOR SHARED USE OF PARKING

This License Agreement for Shared Use of Parking (this "Agreement") is by and between the PLEASANTON UNIFIED SCHOOL DISTRICT, a California public school district, ("District") and VALLEY COMMUNITY CHURCH ("Church"). Church and District are collectively the "Parties," and each, individually, is a "Party."

RECITALS

A. Church is the owner of the property located at 4455 Del Valle Parkway in Pleasanton, California 94566, upon which it operates its church and includes a parking lot accessible from Del Valle Parkway.

B. District is the owner of the real property located at 1155 Santa Rita Road, in Pleasanton, California 94566, upon which it operates the Amador Valley High School ("High School"). An aerial depiction of the church and High School are shown on the attached **Exhibit A**, incorporated into this Agreement by this reference.

C. District has entered into contract with a company who will construct solar energy generating systems and battery energy storage systems ("Systems") at the High School, including at the parking lots.

D. Construction of the Systems at the High School will impact student parking and the Parties desire to enter into an agreement where Church will permit District to use specified parking spaces at the church, during the school day, during construction of the Systems at the High School.

E. Education Code section 35160 authorizes the governing board of any school district to "initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established." And, the District's governing board has determined that the transaction contemplated and set forth in this Agreement is not in conflict with or inconsistent with, or preempted by, any law and is not in conflict with the purposes for which the District was established.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **GRANT OF LICENSE**

Church hereby grants District a personal non-exclusive license to use up to thirty-two (32) parking spaces in the Church's parking lot accessible from Del Valle Parkway during school days from approximately 7:00 a.m. to 6:00 p.m. for the purpose of parking motor vehicles subject to the terms and conditions set forth in this Agreement. District may use the parking spaces in the east lot immediately adjacent to the parking garage in the Church's parking lot. No other parking spaces on the Church's property will be available for District's use. Church acknowledges that District may hire traffic control service to oversee the parking lot during District's use, and Church agrees to permit such traffic control service to access and remain onsite, as necessary.

2. TERMS OF AGREEMENT

The terms of this Agreement shall commence on August 8, 2019 and continue until the last day of construction of the Systems at the High School ("Term"), expected to be October 15, 2019. At the end of the Term, this Agreement and the Parties' rights and obligations shall immediately terminate.

3. NO PAYMENTS TO CHURCH

In consideration for the grant of license, the Church agreed to the District that no payments will be considered for the duration of the Term.

4. ENFORCEMENT; DEFAULT; REMEDIES.

An Event of Default under this Agreement shall occur if a Party fails to fulfill or perform any obligation required to be fulfilled or performed by such Party hereunder, and the failure of such Party to cure such default within one (1) week, or if the default cannot reasonably be cured within one (1) week, the failure to commence to cure such default and thereafter to proceed with due diligence to cure such default. Upon the occurrence of an Event of Default hereunder, either Party may pursue all remedies at law or in equity, expressly including the remedy of specific performance of this Agreement. The remedies afforded hereunder are cumulative. Failure to provide notice of any default shall not constitute a waiver of such default.

5. MISCELLANEOUS

a. No Joint Venture. No provision of this Agreement shall be deemed to constitute the Parties as partners, principal and agent, or joint ventures with one another. Each Party represents and warrants to the other that no brokers have been retained or consulted in connection with this transaction other than as disclosed in writing to the other party.

b. No Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

c. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below, or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section.

If to Church:

Valley Community Church
4455 Del Valle Parkway
Pleasanton, CA 94566
ATTN: Denise Garcia
Email: denise@vcchurch

If to District:

Pleasanton Unified School District
4665 Bernal Avenue
Pleasanton, CA 94566
ATTN: Dr. David Haglund,
Superintendent
Email: dhaglund@pleasantonusd.net

All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt, if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's

account, in which case notice is effective upon delivery, if delivery is confirmed by the delivery service.

d. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the appropriate court in Alameda County.

e. Severability. If any term, provision, covenant, or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall continue in full force and effect.

f. Attorneys' Fees. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

h. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the Parties and approved or ratified by the District's governing board.

i. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

j. Construction. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that, since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

k. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior negotiations, documents, and discussions with respect thereto are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

VALLEY COMMUNITY CHURCH

PLEASANTON UNIFIED SCHOOL DISTRICT

By: Debra A. Catron
Title: Executive Pastor
Date: 6/10/17

By: _____
Title: _____
Date: _____

Exhibit A

(Church and High School)

