

11.8-C SPECIMEN REVOCABLE LICENSE FOR DOCKS

CITY OF BELVEDERE

REVOCABLE LICENSE NO. 90-

ASSESSOR'S PARCEL NO.:
ADDRESS:
OWNER'S NAME:
DATE ISSUED:

The City of Belvedere, California, a municipal corporation (hereinafter referred to as "City"), hereby authorizes and licenses the owner of the land described above and in Exhibit "A" (hereinafter referred to as "Licensee"), at his own cost and expense, to encroach upon the adjoining land owned by the City of Belvedere (hereinafter referred to as "Premises") for the following purposes:

Licensee shall use the Premises, and any dock thereon, solely for private recreational purposes and said dock may contain only facilities constructed for docking and mooring of boats owned by Licensee. Licensee may not use the dock for any commercial or residential purpose and may not rent storage space or mooring right to others. The occupancy of any vessel anchored, moored, or berthed in connection with the recreational use of said dock for a period of more than forty-eight hours shall be subject to such ordinances, rules, and regulations as may from time to time be adopted by the City of Belvedere and/or the Richardson Bay Regional Agency. Licensee shall not use or maintain the Premises in any way so as to impede the use of surrounding City property by the public for public park and recreation purposes.

This revocable license is granted subject to the following terms and conditions:

2. Rent.

(a) Base Rental. The base rental during said term shall be _____, which said sum shall be paid annually in advance, and shall be due and payable on the first day of July each year. Said base rental is determined on the basis of the following schedule:

(b) COST OF LIVING INCREASES. The base rental shall be adjusted every five years during the term of the Lease, commencing July 1, 1994, by an amount, determined in advance at the beginning of such five-year-term, which bears the same relationship to the sum of _____ as the Consumer Price Index of the U.S. Bureau of Labor Statistics for All Urban Consumers (1967-100) for the San Francisco-Oakland Area for all items for the month next preceding the commencement of such five-year period bears to the aforesaid Consumer Price Index for the corresponding month in 1989, but in no event shall the annual rent during such five-year period be less than the annual rent during the preceding five-year period. For example only, the annual rental for a dock larger than Fifty (50) square feet for the year commencing July 1, 1994, and for each subsequent year of the five-year period July 1, 1994 through June 30, 1999, will be an amount equal to that shown in the following formula, but not less than \$200:

$$\text{Rental} = \frac{\text{June 1994 Index}}{\text{June 1989 Index}} \times \$200$$

In the event the aforesaid Consumer Price Index shall be discontinued, then the most nearly comparable successor index shall be used.

3. Indemnity. Licensee covenants to indemnify and hold City, its officers, agents, representatives and/or employees harmless against any and all claims, demand, damages, or injuries arising from the conduct or management of, or from any work or thing whatsoever done in or about the Licensed Premises or any building or structure appurtenant thereto or equipment thereof during the term of this License, or arising from any act or negligence of Licensee, his agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation or corporations, occurring during such term on, in or about the Licensed Premises or any structure appurtenant thereto and from and against all costs, attorneys' fees, expenses, and liabilities incurred in connection with any such claim, or any action or proceeding brought thereon.

This provision shall not apply to any claim, demand, damages, or injuries occasioned by the negligent acts of City, its officers, agents, representatives and/or employees. Licensee shall, at Licensee's expense, maintain a policy of public liability and property insurance with minimum coverage of One Million Dollars, combined single limit of bodily injury and property damage. Licensee shall provide City with a Certificate of Insurance evidencing such. To the maximum extent permitted by insurance policies which may be owned by the Licensee, Licensee, for the benefit of the City only, waives any and all rights of subrogation which might otherwise exist.

Nothing in this paragraph is intended to or shall be construed to create in any third party, not a party to this License, any right of action or remedy against Licensee, City or City's officers, agents, representatives, and employees, other than those, if any, which would, under applicable laws, be available to said third party in the absence of this paragraph. Revocable License 90-
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4. Repairs, Restoration, and Maintenance.

(a) No Responsibility of City. City shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs of any type or nature in, on, or about the Premises, or any part thereof, during the term of this License.

(b) Licensee's Duty to Maintain Premises. At all times during the term and renewal of this License, Licensee shall, at its cost and expense, keep and maintain the Premises and all improvements thereon and all facilities appurtenant thereto in good order and repair and safe condition, and the whole of the Premises and improvements in a clean, sanitary, and orderly condition. Licensee shall comply with all public laws, ordinances, and regulations from time to time applicable to the Premises; and Licensee shall indemnify and save harmless City against all actions, claims, and damages by reason of Licensee's failure to comply with and perform the provisions of this Section.

5. Restoration and Repair of Improvements. Licensee may make repairs to or restore the improvements existing on the Premises, and any and all recreational pier facilities and other improvements shall be repaired or installed by Licensee in conformance with all applicable local, regional, state, and federal laws, ordinances, rules, and regulations. Notwithstanding the foregoing, Licensee shall have the right to replace or repair existing improvements without the City's prior written consent when such work replaces or repairs in kind and is valued at less than \$500. If at any time the improvements to the Premises should fall into a state of disrepair or otherwise become an environmental or aesthetic degradation, as reasonably determined by the City, then upon written notice by City, Licensee shall have ninety (90) days to repair and correct the conditions cited by City.

In the case of a repair which cannot, with due diligence, be completed within a period of ninety (90) days, Licensee shall proceed promptly after the service of such notice and with all due diligence to repair the same and thereafter to proceed with said completion of such repair with all due diligence. In such case, and upon compliance by Licensee with the above conditions, the time of Licensee within which to cure the same shall be extended for such periods as may be necessary to complete the same with all due diligence.

6. Taxes. In addition to the License fee specified hereunder, Licensee agrees to pay all taxes and assessments levied upon the Premises and the improvements thereon. Licensee recognizes, understands, and acknowledges that Licensee's interest in this License and/or in the Premises may be subject to a possible Possessory Interest Tax or other similar tax that may be imposed by a local, state, or Federal taxing authority, that such tax payment shall not reduce any fees due to City hereunder and that any such tax shall be the sole obligation and liability of and be paid by Licensee. In the event Licensee shall fail to pay before the delinquent date any assessment or tax payable by Licensee hereunder, City may pay the same or any part thereof, and such amount, together with the amount of any taxes on the Premises for which Licensee has not reimbursed City shall be treated as additional License fees due with

interest at the then prevailing prime rate of interest charged by Wells Fargo Bank in San Francisco from the date of payment by City until payment by Licensee. Upon request of City, Licensee shall furnish satisfactory evidence of payment of taxes or assessments for which Licensee is liable hereunder.

7. Revocation. Anything herein to the contrary notwithstanding, this License shall be revocable at the pleasure of the City Council of the City of Belvedere. The election to revoke this License may be exercised at any time by mailing or delivering to Licensee at the address hereinabove stated a notice of revocation and termination. City shall, prior to revocation, provide Licensee any opportunity to be heard and to register any objection to revocation of this License. Within the time specified in said notice, Licensee shall, at his own cost and expense, remove from the Premises the encroachment and all structures and facilities placed thereon and therein by Licensee.

Upon the failure of Licensee to comply with any of the agreements contained herein, City may declare said improvements to be a public nuisance, and may take such action as may be authorized by law to abate said nuisance. The City shall be entitled to recover from Licensee costs of suit and reasonable attorney's fees, to be determined by the court. The remedy of City as contained in this paragraph shall not be exclusive.

8. This License may be assigned by Licensee to a successor in interest to fee title to Licensee's property described in Exhibit "A"; provided, however, that the agreements contained herein shall be binding upon any such assignee. Licensee shall deliver this License to any successor in interest to the property described in Exhibit "A".