### REVOCABLE LICENSE AGREEMENT FOR USE OFCOUNTY FACILITIES

This Revocable License Agreement ("Agreement"), made and entered into on \_\_\_\_\_\_,2025 ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **JOSEPH P. CAMOZZI**, a sole proprietor ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

# <u>R E C I T A L S</u>

WHEREAS, County is the owner of land located at 403 Mecham Road, in the unincorporated area of Sonoma County and north of Petaluma, being further described as APN 024-080-020 ("County Property"); and

WHEREAS, Licensee desires the privilege of conducting grazing operations on a portion of the County Property; and

WHEREAS, it is in the best interest of soil conservation, fire protection, and consistent with the use of said property to graze certain portions thereof.

WHEREAS, in addition to the proposed use of the County Property for grazing operations by Licensee, County is in the process of developing the Property as a proposed mitigation bank and may perform environmental monitoring and/or studies, as well as undertake a range of restoration and enhancement activities- including but not limited to the creation of additional ponds, restoration of drainages, and other related improvements (the "Project").

NOW, THEREFORE, in consideration of the Premises (as defined below) and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

## <u>A G R E E M E N T</u>

1. <u>License</u>. The County hereby grants Licensee a non-exclusive license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in <u>Section 2</u> below.

- 2. Premises. Licensee is hereby permitted to use a portion of County's land commonly known as 403 Mecham Road being further described as APN 024-080-020, consisting of approximately 123 acres of land as depicted on Exhibit A, attached hereto and made a part hereof (the "Premises"). Notwithstanding the foregoing, Licensee hereby understands and acknowledges that the residential house, outbuildings, and cellular site, Excluded Area #1 (storm drainage channel), and Excluded Area #2 (future dedicated use), as depicted on Exhibit A are not part of the Premises. Licensee hereby understands and acknowledges that County may from time to time excavate portions of the Premises for purposes of obtaining daily soil materials to be used at the Central Disposal Site, and may also from time to time utilize portions of the Premises for purposes of environmental monitoring, studies and construction for the Project. County shall provide Licensee with at least ten (10) business days advance written notice of County's intention to excavate or conduct Project activities and exclude any portion of the Premises during the Term, as defined below. In the event any such excavation or Project activities by County causes the land to become entirely unusable by Licensee, it shall be Licensee's responsibility, at Licensee's sole cost and expense, to temporarily relocate the cattle from the Premises prior to the intended excavation or Project activity date. Licensee shall exclude cattle by means of installing removable temporary electric (solar or battery) fencing.
- 3. <u>Non-exclusive License</u>. The license herein granted is non-exclusive. Licensee's use of the access roads is also non-exclusive. County continues to control access to and use of the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses; provided, however, that any such leasing, subleasing, or licensing shall not materially interfere with Licensee's rights hereunder.
- Term. The initial term of this Agreement ("Initial Term") shall be three (3) years, commencing as of the Effective Date ("Commencement Date"), and expiring at midnight on\_\_\_\_\_, 2028, unless earlier terminated in accordance with <u>Section 24</u> below.

4.1 <u>Options to Extend Term</u>. Licensee shall be granted two (2) options to extend the Term ("Extension Option") for a period of one (1) year each ("Option Term"), by providing the County with ninety (90) days' written notice to the address(es) set forth under <u>Section 29</u> of this Agreement, prior to the expiration of the Initial Term or the Option Term, as the case may be. The Initial Term together with each any Option Term shall constitute the term ("Term") of this Agreement.

5. <u>Use</u>. Licensee's use shall be limited to grazing cattle. No other use shall be permitted. Licensee shall graze no more than sixty (60) cattle animal units. County reserves the right to inspect the Premises and, in its sole discretion, to reduce the number of animal units on the Premises.

No hunting, grading or earthwork, or tree cutting shall be permitted upon the Premises. Licensee shall not permit any agent, employee or independent contractor to come upon the Premises without the prior written consent of County.

Licensee shall exercise the privilege granted herein and conduct operations on the Premises consistent with good grazing practices including, without limitation, the maintenance of fire breaks, use of supplemental feed, rotation of supplemental feeding sites, the employment of erosion preventive measures, pasture rotation and cross grazing in order to encourage grazing on areas of high residual dry matter. Any weed or poisonous plant abatement mandated by a governmental agency shall be performed by Licensee, if directed by County, at Licensee's expense. Any use and administration of herbicides by Licensee shall be performed in a manner that creates no hazardous conditions, environmental damage, or toxicity upon the Premises.

Licensee shall at all times keep its cattle within the Premises and prevent cattle from entering Excluded Area #1, Excluded Area #2, or the areas immediately surrounding the residential house, outbuildings, and cellular site.

Licensee hereby understands and acknowledges that County shall have uninterrupted access to the water storage tank and valve located on the Premises in order to provide domestic water to the residence. Licensee hereby agrees to conduct its operations in a manner that will not interfere with the quiet enjoyment of the residence, outbuildings and cellular site by County or third parties. Licensee agrees to abide by the Rules and Regulations stated in **Exhibit B** at all times during the Term of this Agreement.

6. <u>Disclaimer</u>. County disclaims any liability for toxicity or hazardous materials in, on, about or around the Premises. Licensee assumes all risk associated with utilizing the Premises for grazing activities. County does not warrant that the Premises are suitable for grazing. Any animal loss for any reason, including but not limited to predation, ingestion of poisonous or toxic plants, material or water, the lack of water, or disease, is the sole responsibility of Licensee.

Licensee represents that it has inspected the Premises and is familiar with the conditions existing on the Premises. Licensee assumes all risk of injury or other

damages in connection with its use of the Premises. County shall not be liable to Licensee or third parties for any damages caused by, or related to, Licensee's grazing operations.

- 7. <u>Consideration</u>. As consideration for the license granted by this Agreement, Licensee shall provide vegetation management services through grazing animals or other means (noting limited areas of fence lines may need to be maintained with weed whackers), which serves a public benefit by reducing the need for contracting for these services. This method effectively controls invasive plant species, reduces fire hazards, and maintains ecological balance at no additional expense to the County. Utilizing grazing animals also supports soil health, minimizes the use of mechanical or chemical alternatives, and aligns with environmentally responsible land management practices. By permitting grazing, the County optimizes public resources while promoting a cost-effective and ecologically beneficial solution. Licensee shall keep the Premises well maintained and free of grass, weeds, and debris throughout the term of this Agreement. No monetary consideration shall be due by Licensee.
- 8. <u>Water Rights; Water Quality</u>. County neither guarantees nor warrants availability or potability of water at the Premises. Licensee understands and acknowledges that water for the Premises is supplied solely by rain collected in the stock pond located on the Premises. County will allow access by Licensee to a single water line hose bib at the fence on the east side of the residence. Availability of water at the hose bib is not guaranteed.
- 9. <u>Certification of No Disease</u>. Prior to commencement of this Agreement, Licensee shall provide proof of brucellosis vaccination with respect to each animal unit permitted to graze upon the Premises. Licensee shall not permit any disease-afflicted [e.g., Brucellosis, Bovine spongiform encephalopathy (BSE), etc.] animal on the Premises.
- 10. <u>Duty to Repair and Maintain</u>. Prior to allowing any cattle on the Premises, Licensee shall: (a) repair any damaged portions of the exterior perimeter and interior perimeter fences, and (b) install or repair such gates as are necessary to ensure that animals are kept on the Premises. Licensee shall properly maintain the Premises, and all fences located thereon, in a first-class manner during the term of this Agreement. If the fences are not properly maintained and timely repaired as lawful fences in accordance with Section 17121 of the California Food and Agricultural Code, County shall have the right, but not the obligation, to repair the fences at Licensee's sole cost and expense. Licensee shall reimburse County for such expense within ten (10) days of receiving an invoice from County.

10.1 <u>Cattle Lane</u>. Pursuant to <u>Section 36</u> of that certain Revocable License Agreement, dated May 1, 2006, by and between the County and the Sonoma County Wildlife Rescue ("Center"), Center installed, at Center's sole cost and expense, a cattle lane on the Premises, as shown on <u>Exhibit A-1</u>, attached hereto and by this reference made a part hereof. Maintenance of said cattle lane, including the provision of adequate rock fill and proper material for the cattle lane, prevention of soil erosion and degradation of the Premises adjacent to the cattle lane, shall be the responsibility of Licensee during the term of this Agreement.

- 11. <u>Improvements and Equipment</u>. Licensee shall not make any improvements to the Premises without the prior written approval of County. Throughout the Term, Licensee shall provide County with a written schedule of all equipment placed on the Premises.
- 12. <u>Taxes</u>. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
- 13. <u>Possessory Interest</u>. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
- 13. <u>Compliance with Laws</u>. Licensee represents to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
- 14. <u>Waste; Nuisance</u>. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
- 15. Entry and <u>Inspection</u>. County and its agents shall be permitted to enter and inspect the Premises at any and all times. County reserves its authority to make any changes or alterations or repairs which County considers necessary for the

protection, improvement or preservation of the Premises or the Project, or to post any notice provided for by law, or otherwise to protect any and all rights to County. Nothing herein contained shall be construed to obligate County to make any changes, alterations or repairs to said Premises.

- 16. <u>Extent of Grant of License</u>. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.
- 17. <u>Deposit Refund</u>. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.
- 18. <u>Bankruptcy</u>. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
- 19. <u>Non-liability of County</u>. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.
- 20. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in <u>Sections 20.1, 20.2, 20.3, 20.4, and 20.5</u>, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of

whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

- 20.1 <u>Use of Premises</u>. Use of the Premises in any manner by Licensee, its agents, employees, invitees, sublicensees, licensees and contractors, and the agents, employees, patrons, contractors and invitees of sublicensees, including any use of the Premises not allowed under this Agreement.
- 20.2 <u>Breach by Licensee</u>. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 20.3 <u>Maintenance and Operation</u>. The maintenance or operation of the Premises or improvements.
- 20.4 <u>Approval of Agreement</u>. The approval of this Agreement by County.
- 20.5 <u>Other Activities</u>. Any other activities of Licensee, its agents, employees and sublicensees.
- 21. <u>Insurance</u>. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in <u>Exhibit C</u> attached hereto and by this reference made a part hereof.
- 22. <u>Liability for Loss or Damage to County Property</u>. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
- 23. <u>Nondiscrimination</u>. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
- 24. <u>Termination</u>. Either party may terminate this Agreement for any reason whatsoever upon sixty (60) days' prior written notice to the non-terminating party.

- 25. <u>License is Personal</u>. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
- 26. <u>Provisions are Conditions of Use/Occupancy</u>. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
- 27. <u>Licensee to Act in Independent Capacity</u>. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
- 28. <u>License Not a Lease</u>. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in <u>Section 2</u> of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
- 29. <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: County of Sonoma Sonoma County Public Infrastructure Department Facilities Development & Management Division Attn: Real Estate Manager 400 Aviation Boulevard, Suite 100 Santa Rosa, CA 95403

With copy to:	County of Sonoma
	Sonoma County Public Infrastructure Department
	Attn: Integrated Waste Division
	400 Aviation Boulevard, Suite 100
	Santa Rosa, CA 95403

If to Licensee:	Joseph P. Camozzi
	388 Mecham Road
	Petaluma, CA 94952.

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this <u>Section</u> <u>29</u>.

- 30. <u>No Continuing Waiver</u>. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
- 31. <u>Surrender</u>. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its animals and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

### 32. <u>Hazardous Materials</u>

32.1 Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Licensee, its agents employees, contractors or invitees, without the prior written consent of County, which County shall not unreasonably withhold as long as Licensee demonstrates to County's satisfaction that such Hazardous Materials: (1) are necessary or useful to Licensee's business and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous Materials ("Hazardous Materials Laws") and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, substantially increase the risk of fire or other casualty to the Premises.

- 32.2 To the extent any Hazardous Materials are used, kept, or are present in or on the Premises after the commencement of this Agreement, Licensee shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.
- 32.3 If Licensee breaches the obligations stated in this Section 32 or if the presence of Hazardous Materials on or about the Premises after the commencement of this Agreement results in contamination of the Premises, then Licensee shall indemnify, defend (with Counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses which arise during or after the term of this Agreement as a result of such breach or contamination. This indemnification of County by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials in, on or under the Premises. Without limiting the foregoing, if a release or discharge of Hazardous Materials occurs on or about the Premises after the commencement of this Agreement, Licensee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing before such release or discharge of Hazardous Materials, provided that County's approval of such actions shall first be obtained. Upon termination of this Agreement, Licensee shall surrender the Premises to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials Laws. This indemnification shall survive the termination or expiration of this Agreement.
- 32.4 As used herein, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C §9601 et seq. ), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health and Safety Code, Section 25316 of the California Health and Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local

environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

### 33. <u>General Provisions</u>.

- 33.1 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
- 33.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.
- 33.3 <u>Binding Effect; Choice of Law</u>. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 33.4 <u>Amount Due Payable in U.S. Money</u>. All sums payable under this Agreement must be paid in lawful money of the United States of America.
- 33.5 <u>No Third Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 33.6 <u>Construction of Agreement; Severability</u>. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the

other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 33.7 <u>Relationship</u>. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 33.8 <u>Captions</u>. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"LICENSEE":

JOSEPH P. CAMOZZI, a sole proprietor

By: Joseph P. Comon

"COUNTY":

**COUNTY OF SONOMA**, a political subdivision of the State of California

By:

Johannes J. Hoevertsz, Director Sonoma County Public Infrastructure

The SPI Director, or his Deputy, is authorized to execute this Agreement, pursuant to the Board of Supervisors' Action dated \_\_\_\_\_\_, 2025.

APPROVED AS TO FORM FOR COUNTY:

By:

Deputy County Counsel

### **RECOMMENDED FOR APPROVAL FOR COUNTY:**

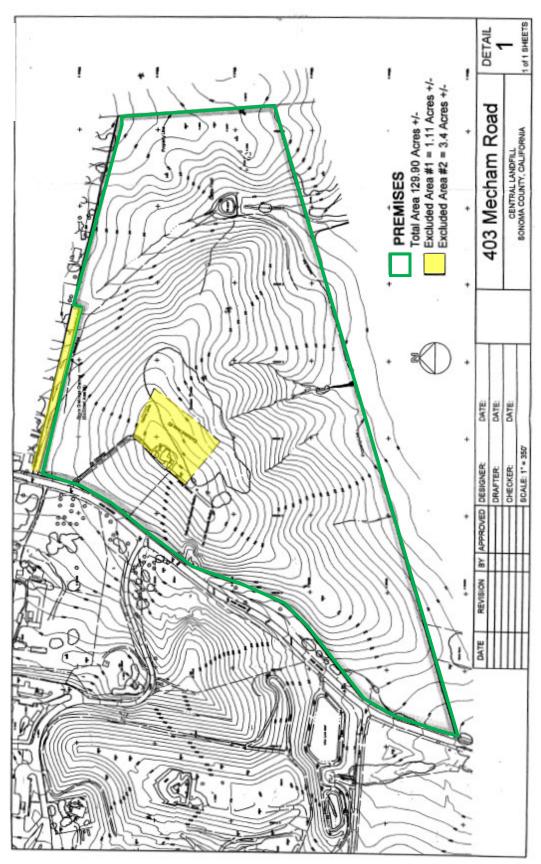
By:\_\_\_\_\_ SPI-Integrated Waste

By:\_\_\_\_\_ C. Warren Sattler, Real Estate Manager Sonoma County Public Infrastructure

Certificate of Insurance on File with Department:

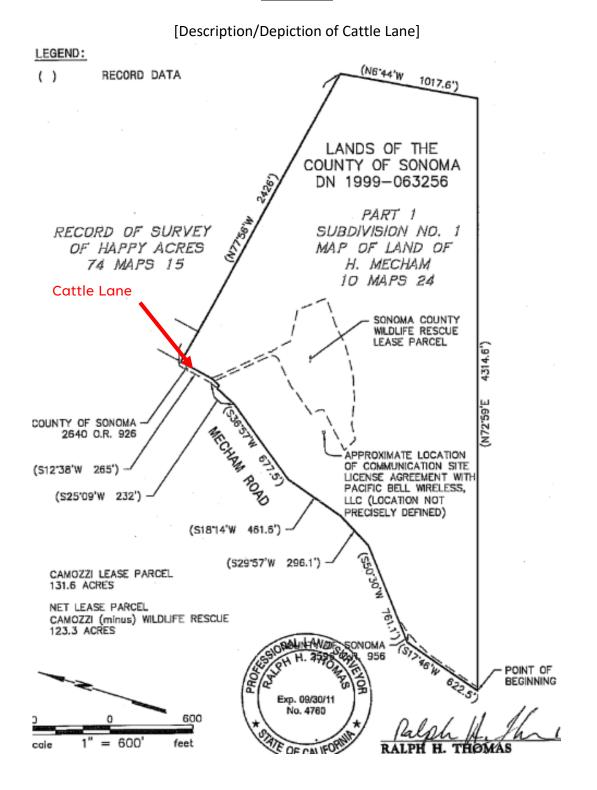
Reviewed by:\_\_\_\_\_

**Exhibit A** [Depiction/Description of Premises]



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#### Exhibit A-1



# Exhibit A-1 - continued

# [Description/Depiction of Cattle Lane]



## <u>Exhibit B</u>

### **RULES AND REGULATIONS**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the Premises without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

- 2. The sidewalks, passages, exits, and entrances shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
- 3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any fences or gates of the Premises.
- 4. No furniture, freight or equipment of any kind shall be brought onto the Premises without the prior written notice to County, and all moving of the same onto or out of the Premises shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all heavy equipment brought onto the Premises and also the times and manner of moving the same onto and out of the Premises. County shall not be responsible for loss of or damage to any such property from any cause, and all damage done to the Premises by moving or maintaining any such property shall be repaired at the expense of Licensee.
- 5. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance on the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the Premises and/or County Property by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought on or kept on or about the Premises, except as provided in this Agreement. Disability assistance animals shall, however, be permitted on the Premises.
- 6. No cooking shall be done or permitted on the Premises by Licensee, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

- 7. Licensee shall not use or keep on the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
- 8. Intentionally deleted.
- 9. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
- 10. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
- 11. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the Premises.
- 12. Licensee shall not disturb, solicit or canvass any other occupant of the Premises or the County Property and shall cooperate to prevent same.
- 13. Without the written consent of County, Licensee shall not use the name of the Premises or County Property in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
- 14. County shall have the right to control and operate the public portions of the Premises and County Property, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.
- 15. All entrance gates shall be left locked when the Premises are not in use, and all entrance gates opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

# <u>Exhibit C</u>

[Insurance Requirements]

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