

**LICENSE AGREEMENT
FOR INSTALLATION OF IMPROVEMENTS
AT THE WOODLAND OPERA HOUSE STATE HISTORIC PARK
BETWEEN THE CITY OF WOODLAND
AND THE WOODLAND ROTARY ENDOWMENT**

This License Agreement (this “**Agreement**”) is entered into this ____ day of _____, 2026 (the “**Effective Date**”), by and between the CITY OF WOODLAND, a municipal corporation of the State of California (the “**City**”) and the WOODLAND ROTARY ENDOWMENT (“**Rotary**”), a California non-profit public benefit corporation and foundation of the Rotary Club of Woodland, serving on behalf of the Rotary Club of Woodland, Woodland Sunrise Rotary Club and Woodland Luna Vista Rotary Club (collectively, “Woodland Rotary”) for the purpose of funding and administering Woodland Rotary’s Centennial. The City and Rotary are sometimes individually referred to as the “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the original Rotary Club of Woodland was founded in this community in April 1926, and subsequently expanded to include two additional Rotary Clubs – Woodland Sunrise and Woodland Luna Vista (all three clubs collectively “Woodland Rotary”);

WHEREAS, for the past one hundred years Woodland Rotary has provided numerous public facilities, equipment and services to its community, and continues to promote public service, common understanding and goodwill in the City;

WHEREAS, Woodland Rotary seeks to commemorate its Centennial year by creating a new public improvement benefitting the community utilizing funds raised exclusively by Woodland Rotary, and donate that completed improvement as a gift to the City for its operation and maintenance. In 2025, Woodland Rotary sought public input for potential improvements in the City and selected as its project, a proposal for the creation of an outdoor stage in the Intermission Garden of the Woodland Opera House State Historic Park, located at 340 Second Street, Woodland, CA 95695, Assessor’s Parcel Number APN: 005-212-037-000 (the “**Property**”);

WHEREAS, included in the proposal, Rotary received a conceptual plan for the outdoor stage (the “**Public Improvements**”) and subsequently approached the City to begin discussions about construction;

WHEREAS, the State of California (the “**State**”) owns the Property and the City develops, operates, controls, and maintains the Property through an operating agreement with the State;

WHEREAS, the City and Rotary have discussed with the State building the Public Improvements on the Property for the use and enjoyment of the community at large;

WHEREAS, the City and Rotary wish to enter into a limited license for Rotary to enter the Property to construct the Public Improvements pursuant to the terms of this Agreement; and

WHEREAS, the authorization to Rotary to install the Public Improvements is contingent upon State approval of the Public Improvements, State and City review of all plans and specifications, the issuance of all applicable permits, and Rotary’s performance of any and all conditions imposed or other land use approval.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and subject to the terms, conditions, and provisions hereof, the Parties hereto agree as follows:

TERMS

1. **Conditions Precedent.**

The Property is owned by the State and maintained by the City pursuant to an operating agreement with the State, a copy of which may be provided to Rotary at its request. The execution by the City of this Agreement and its delivery to Rotary is contingent on State approval of the Public Improvements, including but not limited to:

- a. Receipt of Rotary's plans and specifications for the Public Improvements;
- b. Confirmation by the State that the Public Improvements align with the State's mission, historic preservation requirements, and site guidelines;
- c. Coordination with the State in the approval process for the design and construction of the Public Improvements;
- d. Satisfaction of the State's environmental review process and identification of potential environmental impacts (if any); and
- e. Written approval by the State prior to the commencement of construction of the Public Improvements.

Collectively, these requirements are the "**Conditions Precedent**" to this Agreement. Rotary understands and agrees that any license the City grants to Rotary pursuant to this Agreement is subject to the Conditions Precedent. Failure on the part of the State to approve the Public Improvements, at any stage of the design or construction process, shall constitute failure to satisfy the Conditions Precedent and will lead to immediate termination of this Agreement.

2. **Grant of License**

The City hereby grants to Rotary and its agents, employees and contractors the temporary non-exclusive right to enter onto the Property (ingress and egress) solely for the purpose of constructing the Public Improvements, which are described in **Exhibit A "Scope of Public Improvements"** on the Property; provided, however, that:

- a. The Conditions Precedent must be satisfied;
- b. Rotary's use of the Property permitted hereunder shall not interfere with the reasonable use and enjoyment thereof by the City; and
- c. All persons who enter upon the Property pursuant to this Agreement do so at their own risk and shall comply with any and all instructions and directions of the City.

3. **Term**

The term of this Agreement shall commence on the Effective Date and continue through July 31, 2027, unless otherwise terminated according to the termination provisions of this Agreement.

4. Termination

This Agreement shall terminate when:

- a. The Conditions Precedent are not met; or
- b. The Public Improvements have been completed pursuant to Section 12 of this Agreement; or
- c. By 30 days calendar notice provided by either Party, with or without cause; or
- d. Immediately by the City if the City determines that the actions of Rotary are in breach of this Agreement, illegal, unsafe, or a liability to the City; or
- e. Immediately by the City under emergency conditions.

5. Consideration

As consideration for the license granted under this Agreement for the temporary entry and construction right on the Property, Rotary shall construct the Public Improvements at the sole cost, responsibility, and liability of Rotary. The Public Improvements shall be installed, constructed, or otherwise built in strict compliance with the plans, specifications, and drawings approved by the City and the State and only upon the granting of all applicable permits and permissions. Strict compliance includes necessarily the approval by the City and the State of the location for the Public Improvements. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Agreement.

6. Naming of Public Improvements / Signs

The design of any signs proposed to be placed on or around the Public Improvements must be approved by the City and the State prior to installation and shall comply with all applicable City codes and regulations governing signs. Any signs or other features installed without the prior approval of the City and/or the State shall be removed at the sole cost of Rotary.

7. Project Footprint

The license granted herein does not extend to the entire Property. Rather, this license grants Rotary rights to enter and occupy and construct the Public Improvements on only the limited footprint necessary and convenient for the sole purposes of ingress, egress, and construction of the Public Improvements (the “**Footprint**”). This Footprint is described and depicted in **Exhibit B “License Footprint”**. This Agreement expressly limits the use of the Property by Rotary only to the lands described in Exhibit A.

8. Condition of Property

Rotary accepts the Property in its “**AS IS**” condition, with all faults. Rotary acknowledges and agrees that Rotary is entering the Property under this agreement based on Rotary's own investigations and knowledge of the Property and that, except as otherwise specifically stated in this Agreement, neither the City nor any agent of the City, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of the Property or the suitability of the Property for any particular purpose or use, including, without limitation, any representations or warranties regarding the applicability or non-applicability of any laws, the soil or subsoil, surface or subsurface conditions, topography, possible

hazardous substances contamination, fill, drainage, access to public roads, availability of utilities, existence of underground storage tanks, applicability of or compliance with any environmental laws or any other matter of any nature whatsoever. The City is not responsible for damage to or loss by theft of Rotary's property located in or on the Property.

9. Construction of the Public Improvements

A. Installation at Rotary's Expense. Rotary shall be solely responsible for designing, constructing, installing, obtaining permits, and providing for any required inspections of the Public Improvements. Rotary shall be solely responsible for all costs for purchase and installation of the Public Improvements.

B. Plans and Specifications. Rotary shall cause plans and specifications for the Public Improvements to be prepared and shall submit them to City for approval by the City. Such plans and specifications shall include all plans and specifications for the Public Improvements. Rotary may begin installation only after City has approved the submitted plans, specifications, and design documents.

C. City and State Approval. The City and the State shall approve the final design documents for the Public Improvements before Rotary begin any pre-installation or installation activities on the Property.

D. Notification to City. Rotary shall notify City of Rotary's intention to commence installation at least ten (10) days before commencement of any such work or delivery of any materials to the Property. City shall have the right to post and maintain on the Property any notices of non-responsibility provided for under applicable law, and to inspect the Property in relation to the installation at all reasonable times.

E. Prevailing Wages. Rotary understands and agrees that in the event that any public funds are used in the installation or construction of the Public Improvements, then the Public Improvements will be a "public works" for purposes of Labor Code Section 1720 et seq. Rotary has represented and warranted to City that no public funds will be used in the installation or construction of the Public Improvements, however, if public funds are used, Rotary's contractor shall comply with Section 1720 et seq. of the Labor Code regarding payment of prevailing wages and associated requirements.

F. Use of Volunteers. Rotary understand and agree that they shall comply with Labor Code Section 1720.4, as it reads at the time of Agreement execution and as it may be amended, with respect to the use of volunteer labor and paid labor.

G. Schedule. Rotary or Rotary's contractor shall prepare and submit a schedule of work for the Public Improvements in a form reasonably acceptable to City.

H. Agreement with Contractors. Rotary shall include the following provision in any agreement with a contractor, if one is used: "To the fullest extent permitted by law, Contractor shall, with respect to all work related to installation of the Public Improvements, defend (by counsel reasonably acceptable to City of Woodland ('City') and to Rotary), indemnify and hold the City, Rotary and their respective elected and appointed officials, directors, officers, employees, and volunteers harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees, consultants' fees, expenses, awards, fines, penalties, or judgments, arising by reason of the death, sickness or bodily injury to persons, personal injury and damage, injury to property, design defects (if the design was implemented by or originated with the Contractor), or other loss, damage, or

expense, including any of the same resulting from the alleged or actual negligent act or omission of City or Rotary and without regard to Contractor's negligence or fault, or any act or omission for which liability is imposed under applicable statutory or common law without regard to fault, excluding only claims arising from the sole or active negligence or willful misconduct of the City or Rotary. The foregoing indemnity is in addition to and does not negate, abridge or reduce any other right to indemnity provided by operation of law. The foregoing indemnity shall survive the termination of this agreement."

I. Care of Property: At all times, Rotary shall keep the Footprint clear of all hazards, trash, and other debris from the time Rotary submits its notification to the City of Rotary's intention to commence installation of the Public Improvements (or if Rotary fails to provide such notice, upon commencement of any installation, construction or demolition work by Rotary in furtherance of the Public Improvements). Rotary also agrees to secure the site and all project equipment and supplies stored on the site with temporary fencing for the duration of our installation. Prior to such notice or commencement of work by Rotary, the City will continue its normal maintenance for the Footprint as part of its customary maintenance of the Property. Rotary shall have a duty of care with respect to the Property for the term of this Agreement and treat the Property as if it were its own. Rotary shall at no time allow any activity on the Footprint become a nuisance.

10. Commencement of Installation and Inspection

A. Authorization from City. Rotary and its contractors or subcontractors, if used, shall not commence installation of the Public Improvements until the Rotary has received written authorization from City to proceed. Such authorization from City shall not be unreasonably withheld or delayed, but is contingent on satisfaction of the Conditions Precedent. All work performed on the Property shall be done in strict compliance with City- and State-approved plans, specifications and contract documents and in a good and workmanlike manner. All work performed by Rotary, their contractor(s) or agent(s) to install the Public Improvements shall be subject to inspection by City on the same basis as other similar installation work within the City's jurisdiction. All fees and costs to install the Public Improvements shall be borne solely by Rotary. Inspection by City shall not relieve Rotary of their liability for design defects or improper or inadequate materials workmanship.

B. Damage to Public Improvements During Term. Until the Public Improvements are complete and accepted by the City, Rotary, at all times, shall be solely responsible for all damage to the Public Improvements and damages to the Property or third parties, due to Rotary's acts and omissions, or due to the acts and omissions of Rotary's contractors and agents. If an event occurs that is completely outside of Rotary's (or its contractors and agents') control, Rotary shall communicate the event, as well as a plan to address the consequences of the event, to the City. To the extent feasible, the Parties shall collaborate to address the event. However, if collaboration is not possible, the City reserves the right to terminate this Agreement and require Rotary to remove any incomplete Public Improvements

11. Installation in Compliance with Laws

A. Compliance with Applicable Laws. Rotary shall insure that all work performed on the Public Improvements complies with all applicable federal, state, county and City laws, regulations and rules, as these rules and regulations may be modified or changed from time to time. Rotary shall require all contractors to pay wages as required by law and give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority, including those laws, ordinances, rules, regulations and lawful orders relating to safety, hazardous materials and equal employment opportunities; pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social

Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to their employees. All required building and other permits in connection with the installation of the Public Improvements shall be obtained and paid for by Rotary. All contractors engaged by Rotary shall have a contractor's bond, be licensed in California and possess good labor relations.

B. No Liens. Rotary shall keep the Property free from any kind of liens arising out of the work performed or materials furnished in connection with the Property and shall promptly pay when due all contractors and material suppliers used by Rotary. If any lien affecting the Property is recorded based on Rotary's performance of this Agreement, Rotary shall bond against or discharge the same within thirty (30) days of filing. Rotary shall indemnify, defend, protect and hold the City and the Property and every part thereof, free and harmless from and against any and all liability, damage, claim, demand, suit, action or expense (including reasonable attorneys' fees) arising out of any work done on or about the Property by Rotary or at Rotary's direction, including Rotary's contractors, subcontractors, materialmen, suppliers, representatives or agents.

12. Completion of Public Improvements

A. Diligent Completion. Once the work has commenced, Rotary shall, with reasonable diligence, prosecute installation of the Public Improvements to completion. Installation required by this Agreement shall be completed by Rotary, and the Public Improvements shall be ready for use, within 60 days after commencement of installation. All work shall be performed in a good and workmanlike manner, shall be done in compliance with plans and specifications approved by the City and the State, and shall comply with all applicable governmental permits, laws, ordinances and regulations. If necessary, Rotary may request to extend the completion of the Public Improvements; extension shall be effective when the City provides written approval of the extension to Rotary.

B. Completion Notice. Upon completion of the Public Improvements, Rotary shall file or cause to be filed a Notice of Completion. Rotary hereby appoints City as Rotary's attorney in fact to file the Notice of Completion on Rotary's failure to do so after the Public Improvements have been substantially completed. Rotary shall notify City of substantial completion of the Public Improvements and a representative of City shall review the Public Improvements to confirm that the Public Improvements were completed in accordance with this Agreement. Approval and inspection by the City shall not replace any inspections required by any laws or permits.

C. Ownership at Completion. Upon City's determination that the Public Improvements have been completed, the Public Improvements shall, without further compensation to Rotary, then become the City's sole and absolute property free and clear of all claims against title of or by Rotary or any third person under the control of the Rotary, as a gift from Woodland Rotary which the City intends to reasonably maintain and repair as necessary for the expected life and usefulness of the Public Improvements. Rotary shall defend and indemnify the City against all liability and loss arising from such claims or from the City's exercise of rights conferred by this paragraph.

D. Warranty. Upon substantial completion of the Public Improvements, Rotary shall assign to City, in writing and in form reasonably satisfactory to City, all assignable warranties of contractors, and of material and equipment suppliers made in favor of Rotary pursuant to any and all installation contracts, materials or equipment purchase or supply contracts obtained by Rotary in connection with installation of the Public Improvements. This Section 12 D shall survive the termination of this Agreement.

13. Indemnification

To the fullest extent permitted by law, Rotary, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns (collectively, the “**Rotary Parties**”) shall, and hereby does, agree to indemnify, defend, and hold harmless the City; and its elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the “**City Parties**”), from and against all damages, claims, liabilities, settlements, penalties, fines, costs, expenses, losses, or attorney and consultant fees and costs (collectively “**Damages**”) incurred by the City to the extent that the same arise or result from or are caused by the acts or omissions of the Rotary Parties in connection with their use of this Property or the construction of the Public Improvements and/or in connection with the exercise of any other rights granted by this Agreement with respect to the Property or any part thereof; provided, however, that Rotary shall not be obligated to indemnify, defend, or hold harmless the Rotary Parties from and against any Damages to the extent that such Damages are caused by the sole negligence or willful misconduct of the City Parties. Rotary’s indemnification obligation herein shall include, without limitation, the following: (1) any and all claims under workers’ compensation acts and other employee benefit acts with respect to Rotary’s employees or Rotary’s consultant’s employees arising out of the project, (2) liability for damages for death or bodily injury to person, (3) injury to, loss or theft of property; (4) any failure or alleged failure to comply with any provision of law; and (5) the disposal, treatment, transportation, manufacture, or use of any hazardous substances on, in, under, or about the Property. Rotary’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Rotary, the City, its officials, officers, employees, agents, or volunteers. This indemnification provision shall survive the termination of this Agreement, provided, however, that following acceptance of the Public Improvements this indemnification provision shall only apply to Damages incurred by the City to the extent that the same arise or result from or are caused by the negligent acts or omissions of the Rotary parties in connection with their use of this Property or the construction of the Public Improvements and/or in connection with the exercise of any other rights granted by this Agreement with respect to the Property or any part thereof. Rotary shall include in their contracts with their contractors similar obligations to indemnify, defend, and hold harmless the City.

14. Insurance Requirements

During the term of this Agreement, Rotary shall at all times maintain (i) a commercial general liability on an occurrence basis with a minimum limit of \$2,000,000 for bodily injury and property damage, which must include product liability insurance with a minimum limit of \$2,000,000 (an Umbrella Liability policy may be used with the general liability and automobile liability policy (specified below) to satisfy the minimum limit requirement), (ii) an automobile liability insurance policy with a minimum limit of \$2,000,000 for each accident (which shall include physical damage insurance for vehicles, fixtures, furnishings, equipment and all other items of personal property) and (iii) any and all other insurance policies required by law including worker’s comp. The general liability policy shall designate the City and all other parties in interest designated by the City as an additional insured and each policy shall contain a waiver of the insurer’s right of subrogation against the City. The certificate of insurance shall state that the general liability insurance is primary and non-contributory with respect to any insurance policies carried by the City, but only as respects the operations of Rotary. Rotary shall provide the City with a certificate of insurance with respect to all required insurance policies prior to entering onto the Property for the purpose of the construction of the Public Improvements. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the City by certified or registered mail, postage prepaid. Rotary shall require all contractors, subcontractors, or other hired entities to hold at all times while engaged for the purposes of this Agreement at least the above required minimum insurance standards. The policies shall apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to the City. The City, its officers, officials, employees and agents make no representation that the types or limits of insurance specified to be carried

by Rotary pursuant to this Agreement are adequate to protect Rotary. If Rotary believes that any required insurance coverage is inadequate, it shall obtain such additional insurance coverage, as it deems adequate, at its sole expense.

15. Rotary Separate Entity from the City

The legal relationship between the Parties hereto is that of independent and separate entities, and nothing herein shall be deemed to make Rotary, its officials, officers, employees, agents, volunteers, or contractors an employee of the City. During the performance of this Agreement, Rotary and its officers, employees, agents, volunteers and contractors shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the services under this Agreement on behalf of Rotary shall at all times be under the Rotary's exclusive direction and control. The City shall have no voice in the selection, discharge, supervision or control of the Rotary's officers, employees, agents, volunteers or contractors, or in fixing their compensation, if applicable, or hours of service.

16. Compliance with Laws/Permits

Rotary shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, volunteers, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, the Rotary, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities the Rotary desires to conduct or have conducted pursuant to this Agreement.

17. Inspection

The City and/or the State and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Rotary's compliance with the terms and conditions of this Agreement.

18. Not Real Property Interest

The Parties expressly understand and agree that this Agreement is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to the Rotary in any way whatsoever.

19. Restoration of the Property

Upon the termination or revocation of this Agreement, Rotary shall, at its sole cost and expense, restore, to the satisfaction of the City, the Property to the same condition in which it was prior to Rotary's entry. In case Rotary shall fail to restore the Property to its prior condition within ten (10) business days after the effective date of the termination, the City may proceed with such work at the expense of Rotary. This restoration obligation shall survive the termination of this Agreement.

20. Waiver/Severability

Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the Parties. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall

remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the Parties, in which case this Agreement shall be immediately terminated.

21. Successors and Assigns

The terms, conditions, and provisions of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and permitted assigns of all parties hereto. This Agreement may not be assigned by any Party without the prior written consent of all other Parties; any such purported assignment without such prior consent shall be void.

22. Captions / Interpretation

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

23. Further Assurances

Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties. Time is of the essence of this Agreement.

24. Notice

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement shall be sent to the parties at the following addresses:

TO THE CITY:	City of Woodland 300 First Street Woodland, California 95695 Attn: City Manager Telephone: 530-661-5800
TO ROTARY:	Woodland Rotary Endowment P.O. Box 31 Woodland, CA 95776 Attn: President, Board of Directors

25. Costs and Attorneys' Fees

If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses and attorneys' fees.

26. Governing Law and Choice of Forum

This Agreement shall be construed in accordance with and governed by the laws of the State of California as if written by all Parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yolo County.

27. Authorized Signatory

The persons signing this Agreement on behalf of the Parties affirmatively represents that they have the requisite legal authority to enter into this Agreement on behalf of the Parties and to bind each respective Party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Rotary understand that City is relying on this representation in entering into this Agreement. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one and the same instrument.

28. Agreement Contains All Understandings/Amendments

The recitals set forth above, including the introductory paragraph, and the attachments and exhibits to this Agreement are incorporated herein and are made an operable part of the terms of this Agreement. This Agreement, and any plans and specifications for the Public Improvements that already have been, or will in the future be, approved by City, represents the entire and integrated agreement between City and Rotary regarding the installation of the Public Improvements and supersedes all prior negotiations, representations or agreements, either written or oral. However, this Agreement may be amended, but only by a written instrument signed by the City and Rotary.

29. Representation by Counsel

The Parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO:
LICENSE AGREEMENT
FOR INSTALLATION OF IMPROVEMENTS
AT THE WOODLAND OPERA HOUSE STATE HISTORIC PARK
BETWEEN THE CITY OF WOODLAND
AND THE WOODLAND ROTARY ENDOWMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

CITY:

The City of Woodland, a municipal corporation of
the State of California

By: _____
Ken Hiatt, City Manager

ATTEST:

Approved as to form:

By: _____
Marissa Kersey, City Clerk

By: _____
Ethan Walsh, City Attorney

ROTARY:

Woodland Rotary Endowment

By: _____
Kris Kristensen, President

EXHIBIT A

SCOPE OF PUBLIC IMPROVEMENTS

The Rotary Stage at the Woodland Opera House State Historic Park's Intermission Garden will transform an underutilized but high-traffic space in the heart of downtown Woodland into a vibrant venue for community gathering, live performance, and everyday enjoyment and will create new opportunities for arts, education, and community connection for generations to come. The conceptual plans are attached behind this cover page, and detailed plans shall be approved by the City prior to commencement of work.

EXHIBIT B
LICENSE FOOTPRINT

