

## Access License and Indemnity Agreement

This Access License and Indemnity Agreement (“Agreement”) dated \_\_\_\_\_ 20\_\_, is entered into by and between the City of Fontana, a California municipal corporation (“Grantor”), and Narra Hills Community Association, a California nonprofit mutual benefit corporation (“Association” or “Grantee”) with respect to the following facts:

### RECITALS

- A. Grantor is the owner of that certain real property located in Fontana, California in the County of San Bernardino, and as more particularly set forth in **Exhibit “A”** attached hereto and incorporated herein (“Grantor’s Property” or the “Property”).
- B. Grantee is the governing body responsible for management, maintenance and administration of a residential master planned development (the “Project”) in the City of Fontana, California, under the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (“CC&Rs”) recorded August 10, 2023 as Document No. 2023-0196670 in the Official Records of the County of San Bernardino, and is the owner of certain easement rights as more particularly described in the Tract Map and subject to the terms and conditions of the CC&Rs.
- C. Grantee also owns the property immediately adjacent to Grantor’s Property located in Fontana, San Bernardino County, California, as more specifically described in Grantee’s CC&Rs (“Association Property”), which specifically includes Community Walls with access gates that serve as barriers and points of controlled access to Grantor’s Property.
- D. Grantee now requires use of Grantor’s Property for fire and emergency ingress and egress purposes.
- E. Grantor has resolved to grant Grantee and Grantee’s employees, contractors, agents, representatives, members, tenants, invitees, and guests (together “Authorized Persons”) a license to utilize Grantor’s Property solely for the purposes of fire and emergency evacuation subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Grant of License and Right of Entry. Grantor hereby grants to Grantee and its Authorized Persons a license to enter on the Property for fire and emergency evacuation purposes only (“License”). The License herein is non-exclusive, and Grantor shall retain the right of entry and access to the Property.

2. Unpermitted Access to Property. Grantee and its Authorized Persons are expressly prohibited from entering or accessing the Property for purposes not explicitly authorized under this License. Any access beyond the scope of this Agreement shall constitute a material breach of this License.

3. Repair of Damage. If there is any damage to the Property caused by Grantee or its Authorized Persons, Grantee shall be obligated to restore the Property to the same condition existing before Grantee or its Authorized Persons caused said damage(s).

4. Release, Waiver and Indemnity. Grantee hereby waives, releases, indemnifies against, discharges and holds Grantor and Grantor's officers, employees, agents, attorneys and assigns harmless from and against any and all claims, demands, liabilities, judgments, penalties, losses, costs, damages, and expenses (including attorney fees) relating to or arising from Grantee's acts, omissions, or entry upon or onto Grantor's Property, or the acts, omissions, or entry upon or onto Grantor's Property by Grantee's Authorized Persons. Grantee agrees not to sue Grantor or Grantor's agents for any claims, damages, costs, attorney's fees, or causes of action which they have or may have in the future, or which third parties have or may have in the future, as a result of damages, injuries, including death, sustained or incurred by Grantee or Grantee's acts, omissions, or entry upon or onto entry onto Grantor's Property, including but not limited to the negligence, breach of contract or wrongful conduct of the parties. Grantee shall further defend, indemnify and hold harmless at their own expense, including attorney's fees, the Grantor and Grantor's agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct, however such actions or proceedings may arise.

Grantor agrees to indemnify, defend and hold Grantee, its officers, agents, and employees, harmless from any and all claims, demands, lawsuits, judgments, damages, losses, injuries or liability of any nature whether brought by Grantor, Grantor's elected officials, officers, agents, employees or volunteers, Grantor's contractors or subcontractors or by third party, which damages, losses, injuries or liability occur as a result of any defects in the Grantor's title to the Property, Grantor's intentional and physical obstruction of Grantee's access to the Property, or caused by Grantor's failure to comply with any of its obligations under this Agreement. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

5. Revocation. Except as set forth in Section 6 of this Agreement, this License may not be revoked except by the mutual written agreement of both parties. Neither party shall have the unilateral right to revoke or alter the terms of this License.

6. Termination for Cause. Notwithstanding Section 5 of this Agreement, either Party (the Non-Breaching Party") shall have the right to terminate this Agreement for cause if the other Party (the "Breaching Party") commits a material breach of any of its fundamental obligations under this Agreement.

To effect such termination, the Non-Breaching Party shall first provide the Breaching Party with written notice, specifying the material breach in reasonable detail. The Breaching Party will then have a period of sixty (60) days from the receipt of such notice to cure the identified breach.

If the nature of the material breach is such that it cannot be cured within the initial sixty (60) day period, the cure period may be extended for an additional sixty (60) days, provided that the Breaching Party commences and diligently pursues a cure of the material breach within the initial period. Should the Breaching Party fail to cure the material breach within the time periods permitted herein, the Non-Breaching Party may terminate this Agreement by providing a second written notice, which shall constitute the notice of termination. Such termination shall be effective immediately upon the Breaching Party's receipt of this second notice.

7. Manner of Giving Notice. Except as otherwise provided herein, all notices and demands that either party is required or desires to give to the other will be given in writing by personal delivery, express courier service, certified mail, return receipt requested, or by facsimile followed by next-day delivery of a hard copy to the address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name, address, or facsimile number, notices to that party will thereafter be given as demanded in that notice. All notices and demands so given will be effective upon receipt by the party to whom notice, or a demand is being given.

To Grantor:	City of Fontana Attn: Engineering Department 8353 Sierra Avenue Fontana, CA 92335
Copy to:	Best Best & Krieger Attn: City of Fontana, City Attorney 2855 E. Guasti Road Ontario, CA 91761
To Grantee:	Narra Hills Community Association C/O First Service Residential 15241 Laguna Canyon Rd Irvine CA, 92618

8. No Creation of Property Interest. This License does not create, transfer or convey any ownership interest, easement, possessory, leasehold or other property interest in favor of the Grantee or any other party. The rights under this License are limited to those expressly set forth herein and are subject to revocation at the reasonable discretion of the Grantor.

9. No Public Right of Way. This License does not create or establish any public right of way or public access to the Property. All access and use under this agreement is limited to the terms expressly provided in this License.

10. Professional Fees. If either Grantor or Grantee commences any action, suit, or proceeding, including arbitration, against the other party arising out of or in connection with this Agreement, each party shall be solely responsible for its own attorneys' fees and costs.

11. Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may neither be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Nothing in this Agreement is intended to modify any of the rights, duties or obligations described in Grantee's CC&Rs.

12. Governing Law and Venue. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue shall be in the County of San Bernardino.

13. Authority. Each person executing this Agreement represents and warrants that he or she has the power and authority to execute and deliver this Agreement on behalf of the party for which such execution and delivery is being made.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument.

15. Amendment. This Agreement may be amended only by a written instrument signed by duly authorized representatives of both parties.

Licensee:

Narra Hills Community Association,  
a California nonprofit mutual benefit  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Licensor :

City of Fontana,  
a California municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST**

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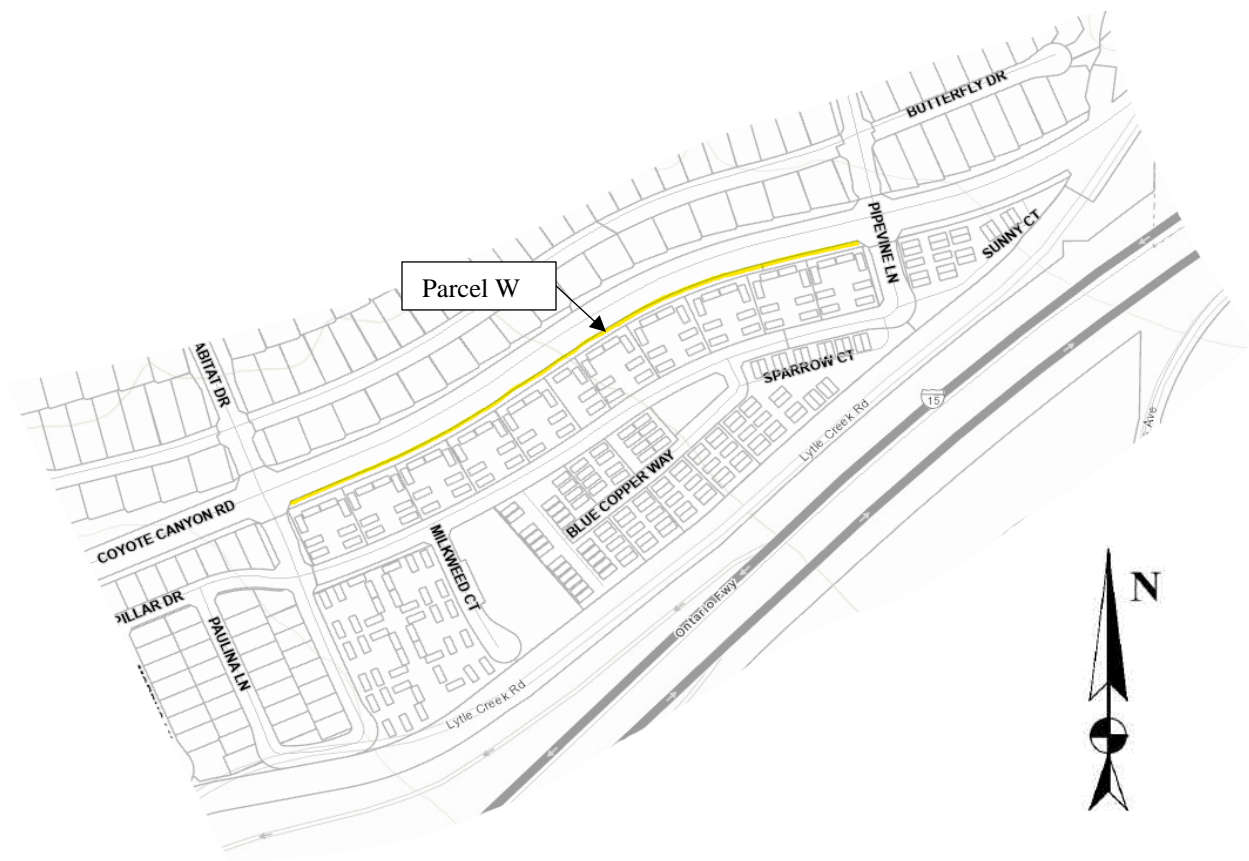
Germaine Key  
City Clerk

**EXHIBIT "A"**  
**PROPERTY (LICENSE AREA)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA,  
IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS  
DESCRIBED AS FOLLOWS (FIGURE 1):

PARCEL W:

TRACT 20010 LOT W BOOK 365 PAGE 8 FOR LANDSCAPE PURPOSES AS DESCRIBED  
IN TRACT 20010



**Figure 1**