

Project: La Pita Place Drainage & Erosion Control Project

LICENSE AGREEMENT

between

BUELLTON RANCH L.P. and

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT

BUELLTON RANCH L.P., (hereinafter referred to as "OWNER") of all that real property in the unincorporated area of the County of Santa Barbara, State of California, and more particularly described as Santa Barbara County Assessor's Parcel Number 099-400-069 (hereinafter referred to as "Property"), hereby grants to SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, its authorized agents, contractors, officers and employees (hereinafter referred to as "DISTRICT" and "LICENSEE"), a license for ingress and egress, and maintenance of drainage improvements and infrastructure for flood control purposes across, in and upon lands of the OWNER, as identified in Exhibit A (hereinafter referred to as "Premises"), attached hereto and made a part hereof. OWNER and DISTRICT are each a "Party" and together the "Parties" to this Agreement.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of Ten (10) YEARS, beginning on the date of execution by both parties but revocable at will by the OWNER. The term may be extended on a yearly basis as agreed to in writing by the Parties.

2. CONSIDERATION

The mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

3. NOTICES

Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first-class mail to the following:

OWNER: Buellton Ranch L.P.
834 22nd St.
Santa Monica, CA 90403

DISTRICT: Santa Barbara County

Project: La Pita Place Drainage & Erosion Control Project

Flood Control and Water
Conservation District
130 E. Victoria St. Suite 200
Santa Barbara, CA 93101

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, "OWNER" shall include their duly authorized representatives. Any reference to "DISTRICT" shall include any duly authorized representatives.

5. APPLICABLE LAWS AND REGULATIONS

The DISTRICT shall comply with all applicable Federal, state, county, and municipal laws, ordinances, and regulations wherein the premises are located.

6. CONDITIONAL USE BY DISTRICT

The exercise of the privileges herein granted shall be:

- a. Without cost or expense to the OWNER;
- b. Subject to the right of the OWNER to improve, use, or maintain the Premises;
- c. Subject to other easements, licenses, or permits of the OWNER on the Premises; and
- d. Personal to the DISTRICT, and this License, or any interest therein, may not be transferred or assigned.

7. CONDITION OF PREMISES

The DISTRICT acknowledges that it has inspected the drainage improvements and infrastructure located on the Premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation of the part of the OWNER.

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8. PROTECTION OF PROPERTY

Any acts of the DISTRICT within the Premises shall keep the drainage improvements and infrastructure in good order and in a clean, safe condition by and at the expense of the DISTRICT. The DISTRICT shall be responsible for any damage that may be caused to property of the OWNER by the activities of the DISTRICT under this License, and shall exercise due diligence in the protection of all property located on the Premises. Any property of the OWNER damaged or destroyed by the DISTRICT incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the DISTRICT.

9. RELINQUISHMENT

This license may be relinquished by the DISTRICT at any time by giving the OWNER at least ten (10) days notice in writing.

10. ENTIRE AGREEMENT

This License constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this License. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means.

11. AUTHORITY

Each person executing this License on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this License on said Party's behalf.

12. GOVERNING LAW AND VENUE

This License shall be governed by the laws of the State of California. Any litigation regarding this License or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

13. EXECUTION OF COUNTERPARTS

This License may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

14. PARAGRAPH HEADINGS

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The headings of the various paragraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this License.

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this License by the respective authorized officers as set forth below to be effective as of the date executed by the OWNER.



Buellton Ranch L.P.
N & G Investments LLC, Norman L. Williams, Manager
County of Santa Barbara

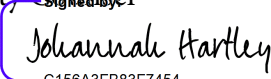
Date: Jan 27, 2026

Chris Sneddon, Director
Public Works Department
Santa Barbara County Flood Control
And Water Conservation District

Date: _____

District's signature page continued:

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

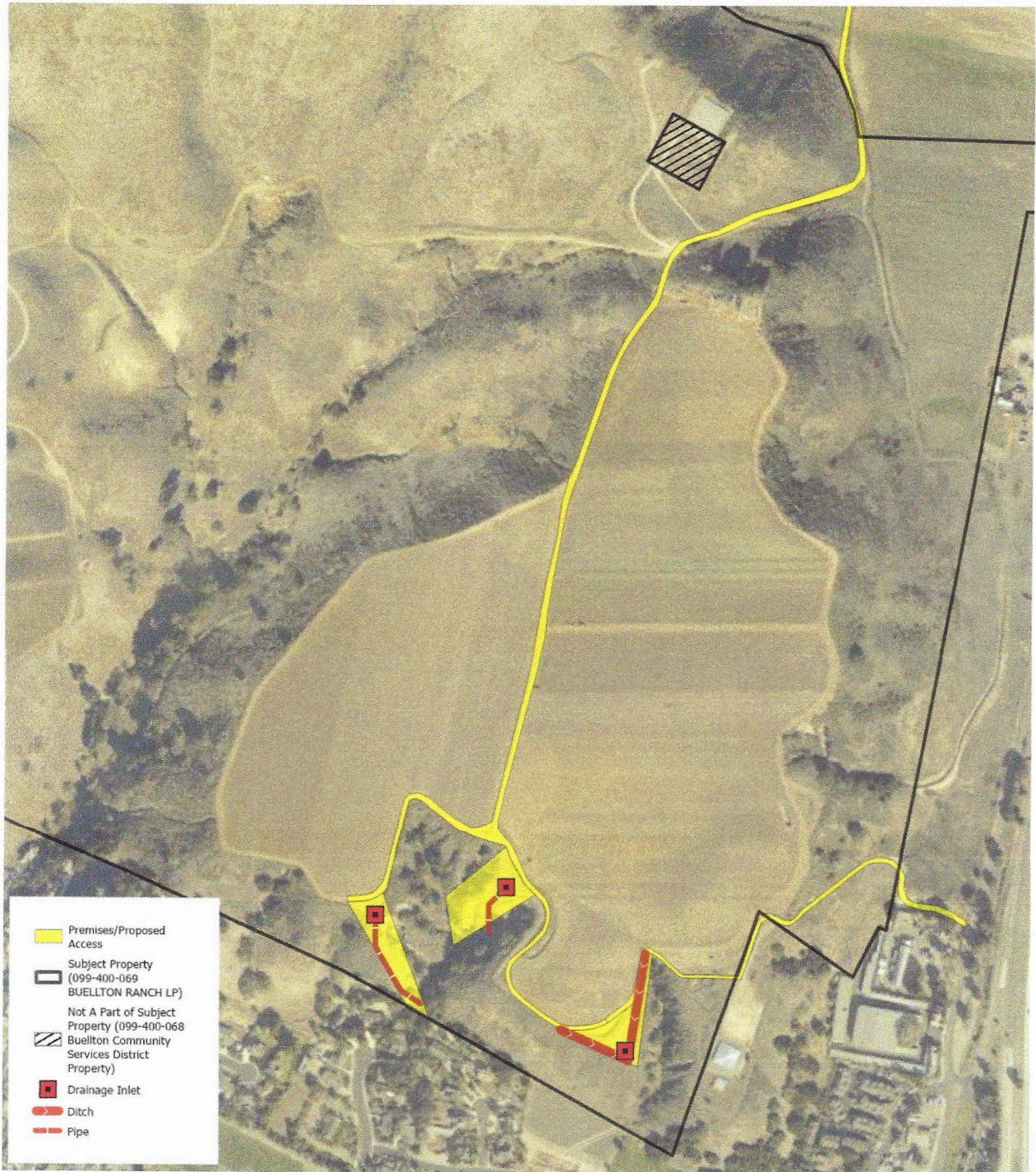
By: 
C156A3FB83F7454
Deputy County Counsel

APPROVED AS TO FORM:
Marisa Kahn
Interim Risk Manager

By: 
53A8AAB798BA4D7
Risk Manager

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EXHIBIT A



APN – 099-400-069