Project: Rancho Maria Golf Course

Recycle Water Pipeline

APN: 113-250-018 (Portion)

License Agreement

THIS LICENSE AGREEMENT is made by and between the

LAGUNA COUNTY SANITATION DISTRICT A dependent special district of the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as "LICENSEE,"

and

PUNTA DE LA LAGUNA PROPERTIES, LLC a California limited liability company, hereinafter referred to as "LICENSOR"

with reference to the following:

WHEREAS, LICENSOR is the owner of that certain real property located in the County of Santa Barbara used for farming purposes, which property is located at the southeast corner of the intersection of State Route 1 and Black Road in the unincorporated Santa Maria area, more particularly described as Assessor's Parcel Number 113-250-018, (hereinafter "Property"), which Property is shown in Exhibit "A", attached hereto and incorporated by reference; and

WHEREAS, LICENSEE seeks to install a recycled water pipeline and appurtenances to supply recycled water to the Rancho Maria Golf Course (and LICENSOR if desired) along a portion of LICENSOR's Property fronting State Route 1 (SR 1), said location to be within a California Department of Transportation proposed fee road right of way of 16 feet along the southerly edge of the existing SR 1 right of way beginning at a point 36 feet left of SR 1 centerline at Engineer's Station 223+25 as shown in California Department of Transportation Right of Way Map for SR 1 at Post Mile 41.7, and continuing easterly and parallel 16 feet southerly of the existing south edge SR 1 right of way to the east property line of LICENSOR's Property (the Licensed Area); and

WHEREAS, LICENSEE wishes to install, operate and maintain its recycled water pipeline and appurtenances within said Licensed Area until such time as the deed for the California

Department of Transportation's proposed right of way acquisition is recorded, at which time this License will expire; and

WHEREAS, LICENSEE desires to enter into this License Agreement (hereinafter "Agreement"), with LICENSOR for the use of such recycled water pipeline and appurtenances subject to the terms and conditions contained herein; and

WHEREAS, LICENSOR and the California Department of Transportation are currently in negotiations concerning a fee acquisition by the California Department of Transportation for the same or approximate Licensed Area on this Property.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions contained herein, the parties agree as follows:

- 1. <u>ADMINISTRATION AND ENFORCEMENT</u>: The provisions of this Agreement shall be administered and enforced for the LICENSEE by the Laguna County Sanitation District.
- 2. <u>LICENSED AREA</u>: LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR the specific portion of the Property to be occupied by LICENSEE'S recycled water pipeline and appurtenances (hereinafter "Licensed Area") as shown on Exhibit "A", attached hereto and incorporated herein by reference.
- 3. <u>ACCESS TO THE SITE</u>: Notwithstanding any specific access restrictions on the Property, LICENSOR shall allow LICENSEE to have access to construct, install, operate and maintain its recycled water pipeline and appurtenances within the Licensed Area. LICENSEE shall not prevent access of LICENSOR to its Property, but may restrict access in the Licensed Area for reasons of safety.

LICENSEE shall not be liable to LICENSOR for lack of access to the Property caused by circumstances beyond the reasonable control of LICENSOR. However, in the event that the Property becomes inaccessible as a result of natural causes, LICENSOR shall to the extent necessary cooperate with LICENSEE to restore access in a timely fashion at LICENSEE's expense.

LICENSEE shall comply with all LICENSOR security programs and policies regarding LICENSEE'S access to the Licensed Area; provided, however, such security programs and policies are applied in a uniform and non-discriminatory manner.

4. <u>PURPOSE AND USE</u>: LICENSEE shall use the Licensed Area to construct, install, operate and maintain all or any portion of LICENSEE'S recycled water pipeline and appurtenances, (hereinafter "Equipment") as shown on Exhibit "B". LICENSEE shall comply with all building permit requirements of COUNTY or any other governmental body. LICENSEE shall not make any changes in the use of the Licensed Area beyond the scope described in this Agreement without LICENSOR's prior written consent.

- 5. <u>TERM</u>: The term of this Agreement shall begin upon execution by both parties and shall terminate upon recordation of the proposed California Department of Transportation right of way acquisition encompassing the Licensed Area.
- 6. **RENT:** LICENSOR has agreed to a rental fee of \$1.00 per year for occupation by LICENSEE of the Licensed Area.
- 7. <u>SITE SUITABILITY</u>: LICENSEE has investigated the Licensed Area and has determined that said area is suitable for LICENSEE'S intended uses, and therefore, LICENSEE hereby accepts, by way of executing this Agreement, the Licensed Area in its existing condition.

LICENSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, LICENSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OR SITE, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LICENSEE.

- 8. **CONSTRUCTION AND IMPROVEMENTS:** LICENSEE will construct, install, operate, and maintain at LICENSEE'S expense and risk, a recycled water pipeline and appurtenances intended to serve the Rancho Maria Golf Course (and LICENSOR if desired) using vehicles, construction equipment and accessories in the Licensed Area. LICENSEE shall give LICENSOR no less than ten (10) calendar days written notice prior to the commencement of any installation or construction work in, on, or about the Licensed Area, with the exception of regular maintenance, conducting repairs, and emergency work, and shall keep the Licensed Area free and clear of liens for labor and materials by or on behalf of LICENSEE. In the event that LICENSEE wishes to alter or improve the Licensed Area in additional ways not anticipated by this section or by Section 11(D), NONINTERFERENCE, EQUIPMENT MODIFICATION, herein, LICENSEE shall obtain the written approval in advance, from LICENSOR (which approval shall not be unreasonably withheld, conditioned or delayed) and comply with all requirements of approvals, and LICENSOR shall use its best efforts to respond in a timely manner to applicable law. LICENSEE'S request to alter or improve the Licensed Area.
- 9. <u>TITLE TO FACILITY:</u> During the term of this Agreement, title to LICENSEE'S recycled water pipeline and appurtenances shall vest with LICENSEE. Upon expiration of the term of this Agreement, said title shall remain with LICENSEE pursuant to Health and Safety Code § 4759.
- 10. <u>ABANDONMENT OF SITE/DISPOSITION OF PERSONAL PROPERTY:</u> LICENSEE shall not abandon, vacate or surrender the Licensed Area.

11. **NONINTERFERENCE:**

- A. <u>Property</u>. LICENSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, agents, or contractors, to use any portion of the Licensed Area or LICENSEE's facilities in any way which interferes with the use of the Property.
- B. <u>Emergency</u>. In the event of an emergency that threatens bodily harm and involves LICENSEE or LICENSOR, LICENSEE and LICENSOR agree to cooperate in any way as related to their obligations and duties pursuant to this Agreement.
- C. <u>Equipment Modification</u>. LICENSEE shall obtain the written consent of LICENSOR, in LICENSOR'S sole and absolutediscretion prior to any proposed change in LICENSEE's use of the Licensed Area. Notwithstanding the preceding sentence, LICENSEE, upon notice to LICENSOR, may modify or upgrade its equipment and facilities, so long as such alterations do not increase their level of service or intent as set forth in Section 4, <u>PURPOSE AND USE</u>, without the written consent of LICENSOR. LICENSEE may remove its equipment or facilities at any time.
- 12. MAINTENANCE AND REPAIR: LICENSEE agrees at its sole expense to keep in good working order and repair, reasonable wear and tear excepted, the Licensed Area and its Facilities, as well as repair any damage caused by LICENSEE to the Licensed Area or the Property. If LICENSEE delays in making any repairs necessary to keep the Licensed Area in good repair and working order LICENSOR shall have the right, but not the obligation, to make such repairs. LICENSEE shall reimburse LICENSOR for such amounts within thirty (30) calendar days of receipt of a written invoice for the actual cost of such repairs.
- 13. <u>ASSIGNMENT/SUBLEASE/HYPOTHECATION</u>: LICENSEE shall not assign, license, sublease, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, the Licensed Area or any part thereof, or any right or privilege appurtenant thereto, or any right or obligation hereunder, without LICENSOR's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.
- 14. <u>SUCCESSORS IN INTEREST</u>: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSOR may be merged.
- 15. <u>INDEMNIFICATION</u>: LICENSEE agrees to indemnify, defend and hold harmless LICENSOR and its officers, members, managers, officials, employees, agents and contractors from and against any and all claims, actions, losses, damages, judgments and/or liabilities and caused by LICENSEE's negligent acts, errors or omissions and for any costs or expenses (including but not limited to attorneys' fees) incurred by LICENSOR on account of any claim except where such indemnification is prohibited by law, or to claims or damages arising out of LICENSOR's sole negligence or willful misconduct or to a claim or damages arising out of a pre-existing condition of the property.

- 16. **INSURANCE:** LICENSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LICENSEE'S operation and use of the Licensed Area. The cost of such insurance shall be borne by the LICENSEE and name LICENSOR as an additional insured.
- 17. **NONDISCRIMINATION:** LICENSEE and LICENSOR shall comply with all applicable local state and federal laws, rules, and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.
- 18. **ENVIRONMENTAL IMPAIRMENT:** LICENSEE shall comply with all applicable laws, regulations, rules, and orders, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water, and air quality, and shall furnish satisfactory evidence of compliance upon request of LICENSOR.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Licensed Area or Property caused by LICENSEE'S use and occupancy, except for any pre-existing contamination, LICENSEE shall clean all property affected to the satisfaction of LICENOR and any governmental body having jurisdiction therefore.

- 19. <u>TOXICS</u>: LICENSEE shall not manufacture or generate hazardous wastes on or in the Licensed Area. LICENSEE shall be fully responsible for any hazardous wastes, substances, or materials as defined under local, state, or federal law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its agents, employees, or designees on or in the Licensed Area or the Property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such local, state, or federal law, regulation, or ordinance dealing with such wastes, substances, or materials. LICENSEE shall notify LICENSOR and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.
- 20. <u>COMPLIANCE WITH THE LAW</u>: LICENSEE shall comply with all local, state, and federal laws, rules, and regulations affecting LICENSEE'S use of the Licensed Area and its Facilities.
- 21. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

LICENSEE: County of Santa Barbara

Public Works Department

Laguna County Sanitation District

620 West Foster Road

Santa Maria, CA 93455 Attn: General Manager

LICENSOR: Punta de la Laguna Properties, LLC

2258 Los Berros Road Arroyo Grande, CA 93420

Attn: Mari Tonascia, Managing Member

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, by reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery or refusal of delivery shall constitute the date of service. Telephone calls do not constitute official notice when such notice is required by this Agreement.

- 22. **DEFAULT:** Except as otherwise required herein, should LICENSEE at any time be in material default hereunder with respect to any covenant contained herein, LICENSOR shall give written notice to LICENSEE specifying the particulars of the default and LICENSEE shall promptly commence remedial action to cure the default. Reciprocally, except as otherwise required herein, if LICENSOR should at any time be in material default hereunder with respect to any covenant contained herein, LICENSEE shall give notice to LICENSOR specifying the particulars of the default and COUNTY shall promptly commence remedial action to cure the default.
- 23. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:
- A. The non-defaulting party may waive the default or breach in accordance with Section 24, WAIVER, herein below.
- B. The non-defaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
- 24. <u>WAIVER</u>: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.
- 25. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.
- 26. **TERMINATION:** This Agreement shall terminate pursuant to Section 5. TERM or:
 - A. As provided in Section 27, <u>DESTRUCTION</u>; or
- B. Upon the failure of LICENSEE to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the satisfaction of a cure; or

- C. In the event LICENSEE is found to be in non-compliance with Exhibits "A" & "B", of this Agreement and such non-compliance is not resolved in a timely fashion.
- 27. **DESTRUCTION:** If the Licensed Area or LICENSEE's Facilities is/are partially or totally destroyed by fire or other casualty, LICENSEE may rebuild its Facilities in the original location of the Licensed Area without LINCESOR's consent. If, however, LICENSEE desires a new location in the Licensed Area, LICENSOR's consent to the new location is required and the new location shall not interfere with the LICENSOR's intended use of the Licensed Area at the time that such destruction occurs. If LICENSEE rebuilds its Facilities in the Licensed Area in a new location, then this Agreement shall be amended to show the new location.
- 28. <u>CAPTIONS</u>: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.
- 29. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 30. <u>CERTIFICATION OF SIGNATORY</u>: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind LICENSOR and LICENSEE to its terms and conditions or to carry out duties contemplated herein.
- 31. **PERMITTED PERSONNEL:** LICENSEE shall be solely liable for all actions of its agents, employees, contractors, subcontractors, and any others it permits in the Licensed Area and shall be responsible for any and all damages resulting from their actions.
- 32. **CONDEMNATION:** In the event the Property or Licensed Area or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Site each party shall have the right to pursue its own claim.

In the event possession of the Licensed Area is obtained by a public agency or other agency empowered to take by eminent domain, this Agreement shall terminate as of the effective date of possession and upon such termination.

33. **ENTIRE AGREEMENT:** This Agreement, including all attachments hereto, reflects the entire agreement of the parties hereto with respect to the subject matter hereof, and the parties to this Agreement intend that their negotiations, conversations, and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations,

conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

- 34. **CONSTRUCTION:** The parties to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.
- 35. <u>ELECTRONICALLY/ FACSIMILE TRANSMITTED SIGNATURES</u>: In the event that the parties hereto utilize electronically transmitted documents which include electronically generated signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing the electronic signature's name and title are provided directly below the electronic signature.

In the event that the parties hereto utilize facsimile transmitted documents transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission.

- 36. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart 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.
 - 37. **TIME OF THE ESSENCE:** Time is of the essence with respect to this LICENSE.

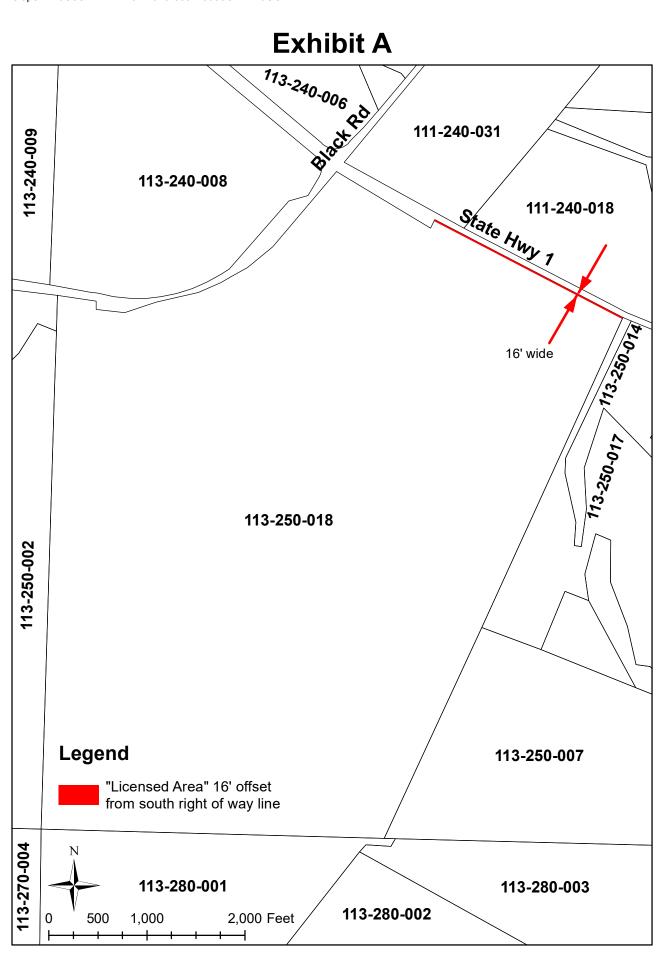
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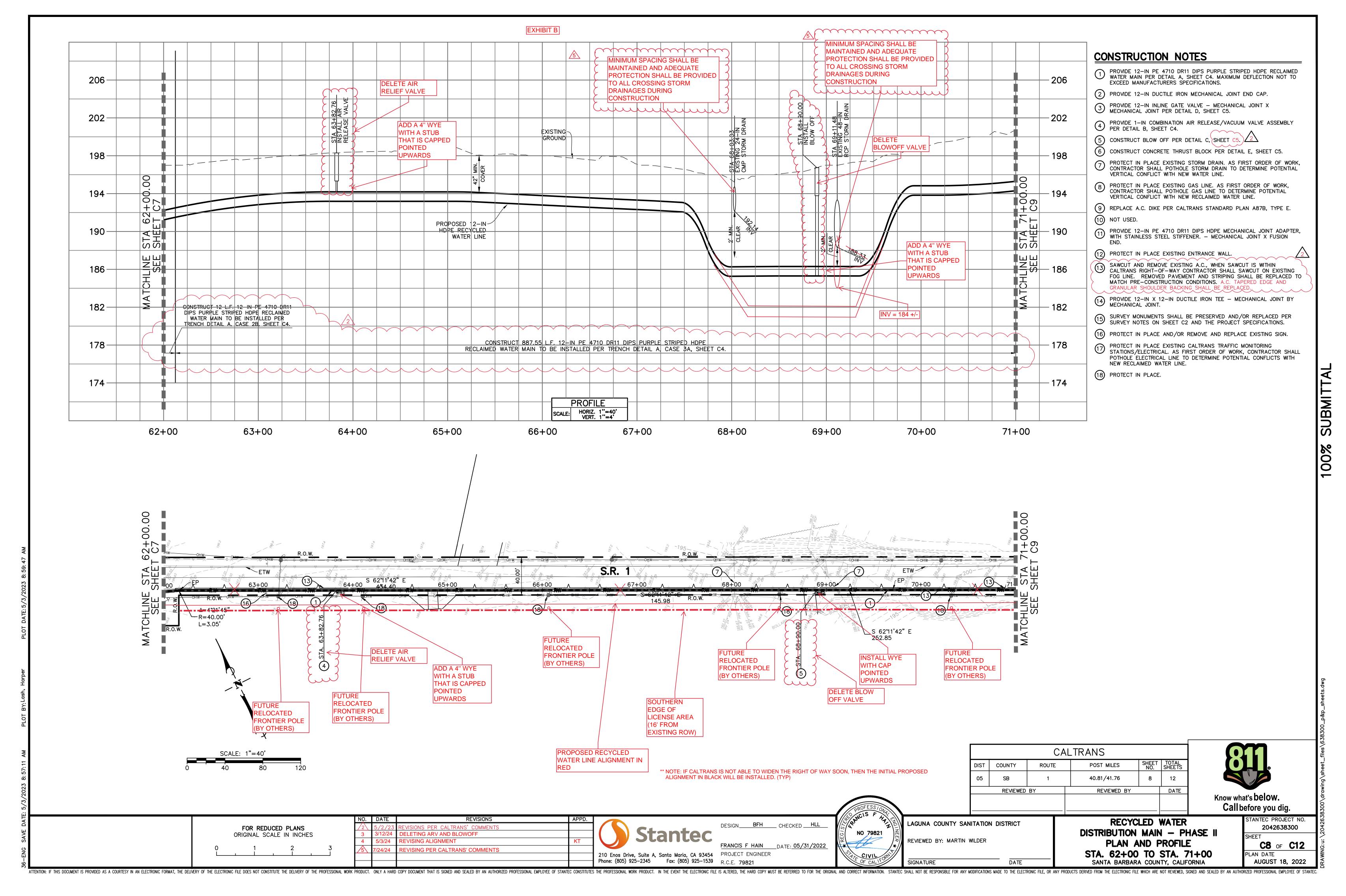
Risk Manager

IN WITNESS WHEREOF, LICENSEE and LICENSOR have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by

ATTEST: COUNTY EXECUTIVE OFFICER EX-OFFICIO CLERK OF THE BOARD By: Shule clabuera Deputy Clerk	"LICENSEE" LAGUNA COUNTY SANITATION DISTRICT By: Laura Capps Chair, Board of Directors
RECOMMENDED FOR APPROVAL: Chris Sneddon, PE Department Head	Date: 7-1-2.5
By: Curis Smeddon 67CEC4FE68B848C	
APPROVED AS TO FORM: RACHEL VAN MULLEM COUNTY COUNSEL Signed by: Tyler Sprague Tyler Sprague Deputy County Counsel	"LICENSOR" PUNTA DE LA LAGUNA PROPERTIES, LLC a California limited liability company Signed by: Mari Tonascia Mari Tonascia
Deputy County Counsel APPROVED AS TO FORM: GREGORY MILLIGAN, ARM	Managing Member
Signed by:	

Exhibit A





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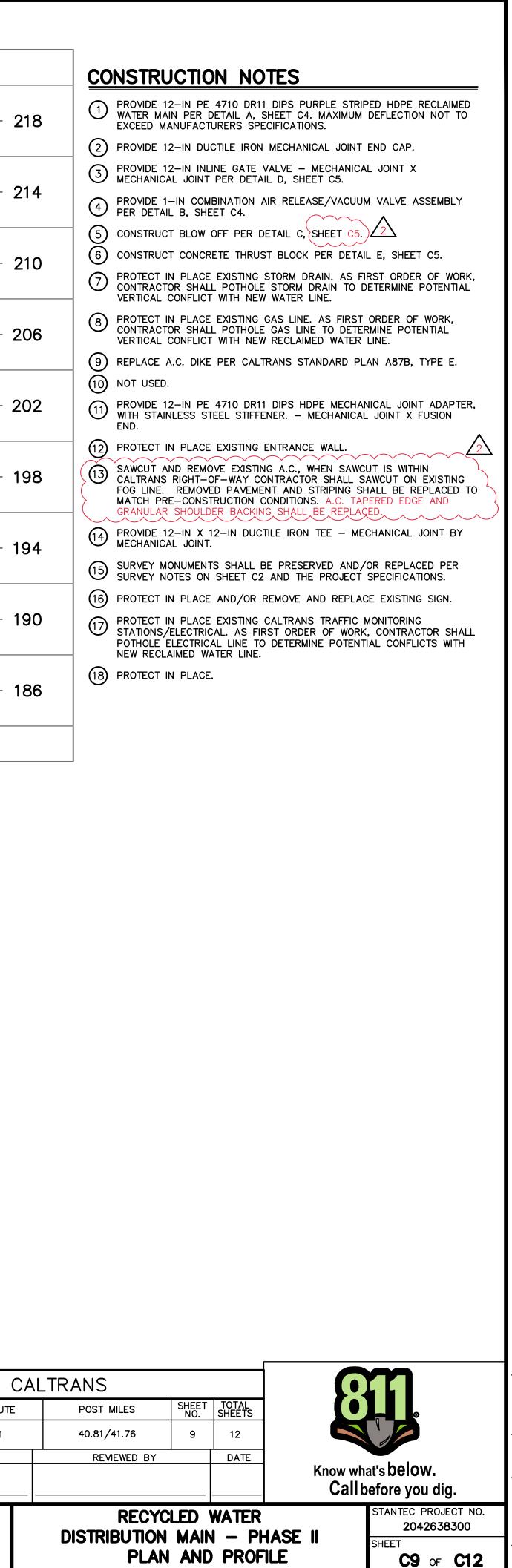
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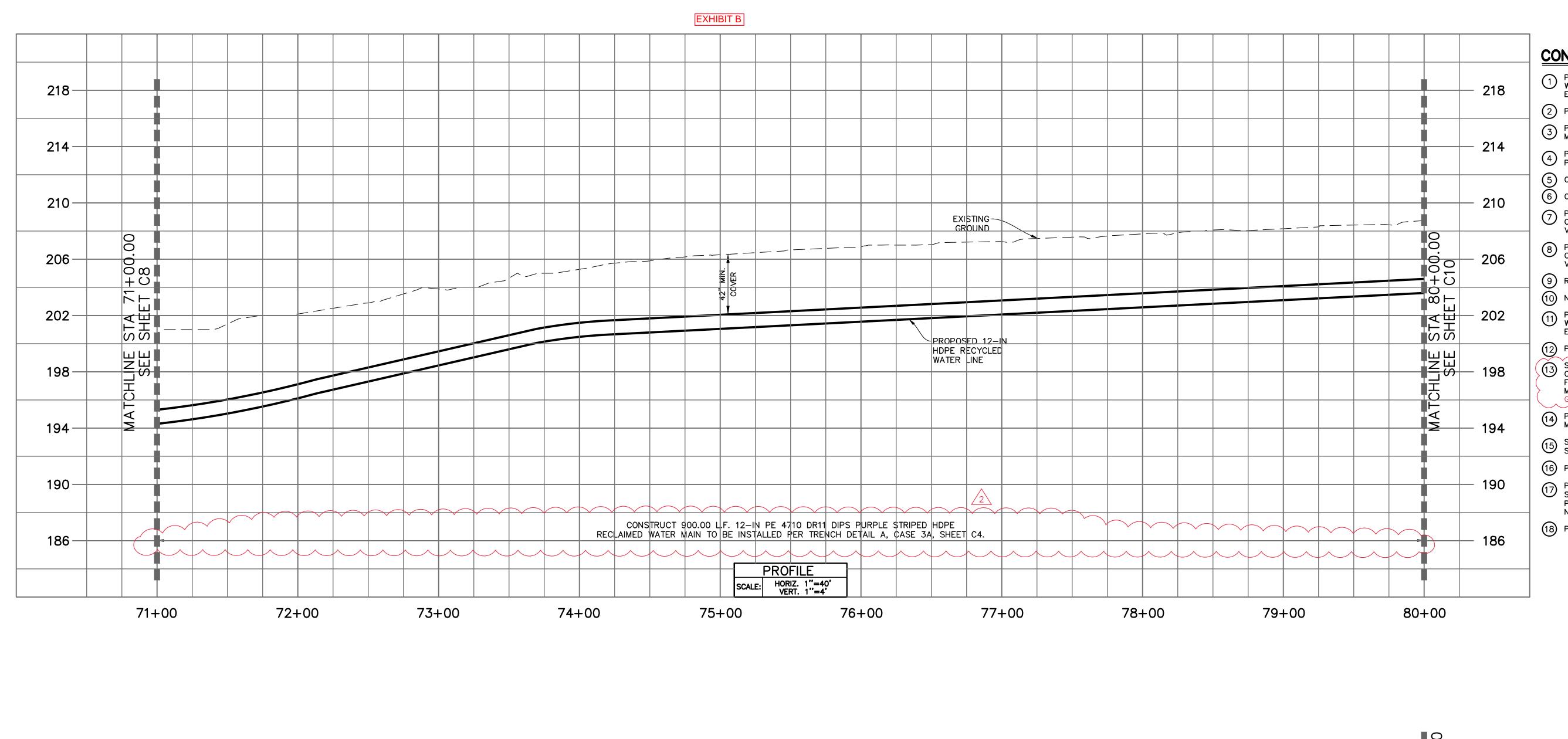
(BY OTHERS)

FOR REDUCED PLANS

ORIGINAL SCALE IN INCHES

FRONTIER POLE





S.R. 1

PROPOSED RECYCLED

WATER LINE ALIGNMENT IN

RELOCATED

(BY OTHERS)

210 Enos Drive, Suite A, Santa Maria, CA 93454

FRONTIER POLE

SOUTHERN EDGE OF

LICENSE AREA (16' FROM

EXISTING ROW)

FUTURE

RELOCATED

(BY OTHERS)

REVISIONS

SIONS PER CALTRANS' COMMENT

EVISING ALIGNMENT

FRONTIER POLE

FUTURE

RELOCATED

FRONTIER POLE

ROUTE

STA. 71+00 TO STA. 80+00

PLAN DATE

AUGUST 18, 2022

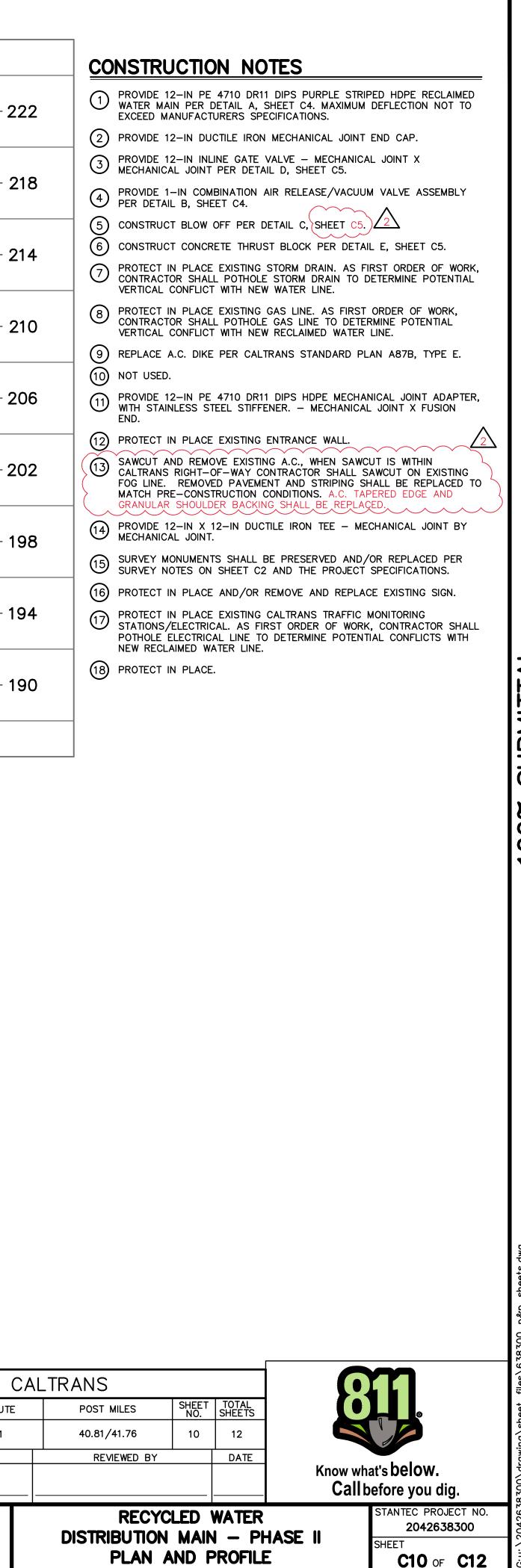
DIST | COUNTY

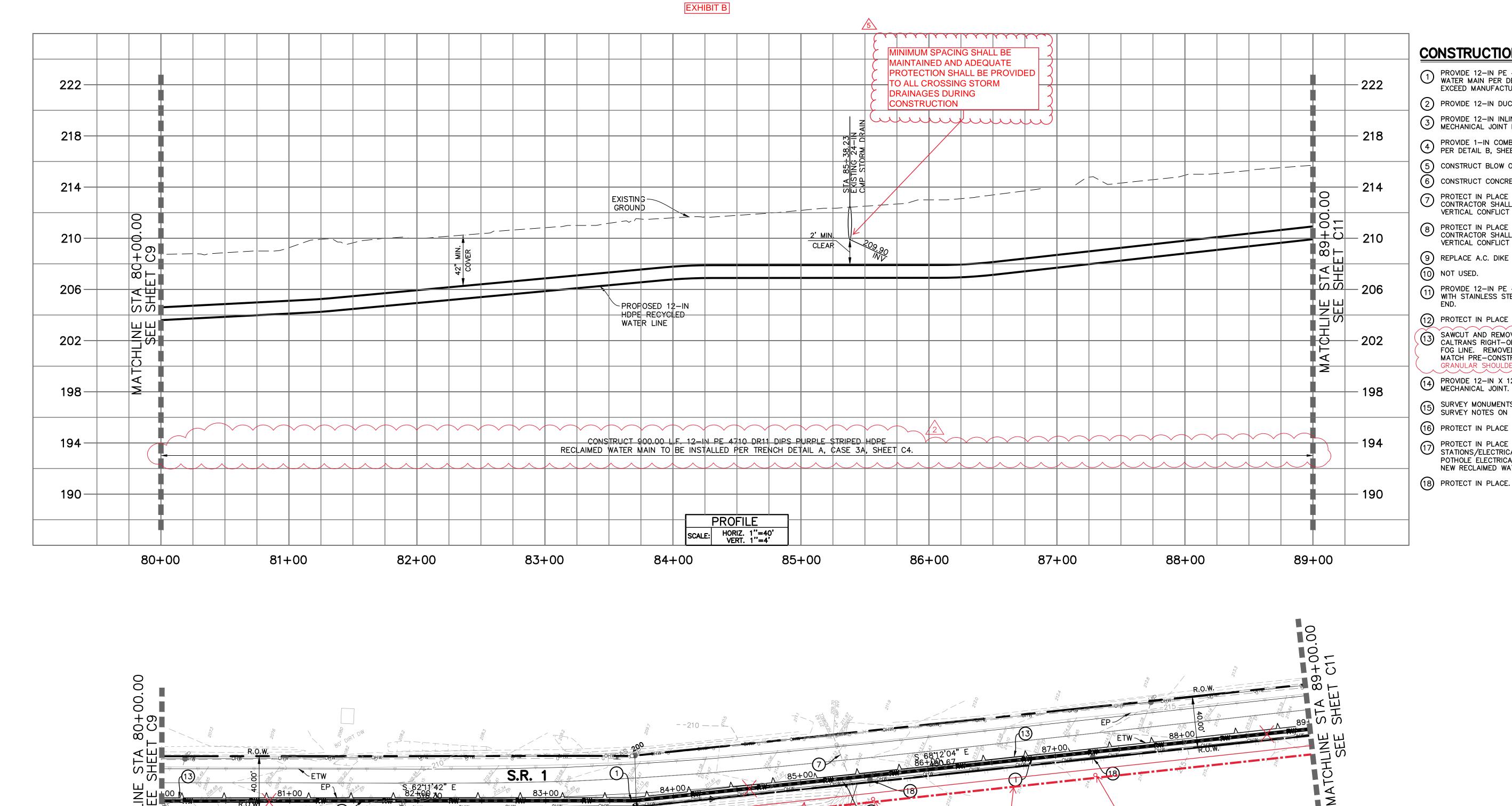
LAGUNA COUNTY SANITATION DISTRICT

REVIEWED BY: MARTIN WILDER

REVIEWED BY

(BY OTHERS)





Δ=6°00'22" R=40.00'

PROPOSED RECYCLED

WATER LINE ALIGNMENT IN

210 Enos Drive, Suite A, Santa Maria, CA 93454 Phone: (805) 925-2345 Fax: (805) 925-1539

L=4.19'

RELOCATED

(BY OTHERS)

REVISIONS

/ISING ALIGNMENT

VISING PER CALTRANS' COMMENTS

FRONTIER POLE

FUTURE

FOR REDUCED PLANS

ORIGINAL SCALE IN INCHES

RELOCATED

(BY OTHERS)

FRONTIER POLE

RELOCATED

FRONTIER POLE

(BY OTHERS)

FUTURE

RELOCATED FRONTIER POLE

(BY OTHERS)

SOUTHERN

LICENSE AREA (16' FROM

EXISTING ROW)

EDGE OF

DESIGN BFH CHECKED HLL

RELOCATED

(BY OTHERS)

FRONTIER POLE

DIST | COUNTY

LAGUNA COUNTY SANITATION DISTRICT

REVIEWED BY: MARTIN WILDER

REVIEWED BY

ROUTE

STA. 80+00 TO STA. 89+00

SANTA BARBARA COUNTY, CALIFORNIA

PLAN DATE

AUGUST 18, 2022