

Project: Glen Oaks Estates Community Association Landscaping License Agreement;
APN 007-181-010

LICENSE AGREEMENT

between

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT and

GLEN OAKS ESTATES COMMUNITY ASSOCIATION

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, (hereinafter referred to as "DISTRICT") hereby grants to GLEN OAKS ESTATES COMMUNITY ASSOCIATION, a nonprofit mutual benefit corporation, (hereinafter referred to as "LICENSEE"), a license for landscaping and irrigation installation, maintenance, and replacement over, across, in and upon the lands of the DISTRICT identified in Exhibit A (hereinafter referred to as the "Premises"), attached hereto and made a part hereof. DISTRICT and LICENSEE are each a "Party" and together the "Parties" to this Agreement

THIS LICENSE is granted subject to the following conditions.

1. TERM

The term of this License shall commence upon execution by both PARTIES and shall remain in effect until terminated as provided herein.

DISTRICT shall have the right to revoke this License at will; provided, however, DISTRICT agrees that it will do so only if it reasonably determines that it requires use of the Premises in a manner which is precluded by the landscaping installed by LICENSEE.

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:

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

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LICENSEE: Glen Oaks Estates
Community Association
1746 Glen Oaks Dr
Santa Barbara, CA 93108

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, "DISTRICT" shall include their duly authorized representatives. Any reference to "LICENSEE" shall include any duly authorized representatives.

5. ADMINISTRATION AND ENFORCEMENT

The provisions of this Agreement shall be administered and enforced for the DISTRICT by the Director of the Public Works Department or their designee.

6. APPLICABLE LAWS AND REGULATIONS

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

7. CONDITIONAL USE BY LICENSEE

The exercise of the privileges herein granted shall be:

- a. Without cost or expense to the DISTRICT;
- b. Limited to the lands of the DISTRICT identified in Exhibit A;
- c. Limited to the installation and maintenance of landscaping and irrigation improvements as depicted in the landscaping plan attached hereto and incorporated herein as Exhibit B ("LANDSCAPING PLAN"). Any additional improvements or changes beyond that included in the LANDSCAPING PLAN are subject to approval by the DISTRICT in writing, and, upon such approval, shall be attached to and made part of this LICENSE AGREEMENT;

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- d. Subject to the right of the DISTRICT to improve, use, or maintain the Premises if reasonably necessary;
- e. Subject to other easements, licenses, or permits of the DISTRICT on the Premises; and
- f. Personal to the LICENSEE, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The LICENSEE acknowledges that it has inspected 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 DISTRICT.

9. PROTECTION OF PROPERTY

The LICENSEE shall keep the Premises in good order and in a clean, safe condition by at the expense of the LICENSEE, including the maintenance of landscaping and any ancillary improvements. The LICENSEE shall be responsible for any damage that may be caused to property of the DISTRICT by the activities of the LICENSEE under this License, and shall exercise due diligence in the protection of all property located on the premises from any and all causes. Any property of the DISTRICT damaged or destroyed by the LICENSEE incident to the exercise of the privileges herein granted shall be repaired or replaced by the LICENSEE within 60 days to a condition reasonably satisfactory to DISTRICT, or at the election of DISTRICT, reimbursement made therefor by the LICENSEE in an amount necessary to restore or replace the property to a condition satisfactory to DISTRICT. In the event of damage, LICENSEE shall notify the DISTRICT immediately and in no event later than three days from LICENSEE'S actual or constructive knowledge of the damage.

10. INDEMNITY

LICENSEE shall hold harmless, defend, and indemnify the DISTRICT and its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the License Agreement described herein, caused in whole or in part by any negligent act or omission of the LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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LICENSEE shall notify DISTRICT immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

11. RESTORATION

On or before the termination of this License by the either Party, the LICENSEE shall vacate the Premises, remove the property of the LICENSEE, not including landscaping, and restore the Premises to a condition satisfactory to said DISTRICT. If, however, this License is revoked, the LICENSEE shall vacate the Premises, remove said property and restore the Premises to the aforesaid condition within such time as the DISTRICT may designate. In either event, if the LICENSEE shall fail or neglect to remove said property and restore the Premises, then, at the option of the DISTRICT, the property shall either become the property of the DISTRICT without compensation therefor, or the DISTRICT may cause the property to be removed and no claim for damages against the DISTRICT or its officers or agents shall be created by or made on account of such removal and restoration work. The LICENSEE shall also pay the DISTRICT on demand any sum which may be expended by the DISTRICT after the expiration, revocation, or termination of this License in restoring the Premises.

12. NON-DISCRIMINATION

The LICENSEE shall not discriminate against any person or person or exclude them from participation in the LICENSEE's operations, programs, or activities because of race, color, religion, sex age, handicap, or national origin in the conduct of operations on the premises.

13. RELINQUISHMENT

This License may be relinquished by the LICENSEE at any time by giving the DISTRICT at least thirty (30) days notice in writing.

14. ENVIRONMENTAL PROTECTION

- a. The LICENSEE shall protect the premises against pollution of its air, ground, and water and shall comply with any laws, regulations, conditions, or instructions that affect the activity hereby authorized. Such regulations, conditions, or instructions in effect or prescribed by said California Environmental Protection Agency, or any Federal, state, interstate, or local governmental agency are hereby made a condition of this license;
- b. The LICENSEE will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless

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occurs from the LICENSEE's activities, the LICENSEE shall be liable to restore the damaged resources; and

- c. The LICENSEE must obtain approval in writing from DISTRICT before any pesticides or herbicides are applied to the premises and, upon such approval, shall be attached to and made part of this LICENSE AGREEMENT.

15. HISTORICAL PRESERVATION

The LICENSEE shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, remains, or object of antiquity. In the event such items are discovered on the premises, the LICENSEE shall immediately notify DISTRICT and protect the site and the material from further disturbance until said officer gives clearance to proceed. Other than notifying the DISTRICT, LICENSEE will hold all such discoveries in confidence.

16. DISCLAIMER

This License is effective only insofar as the rights of the DISTRICT in the premises are concerned; and the LICENSEE shall obtain any permit or license which may be required by Federal, state, or local status in connection with the use of the premises. It is understood that the granting of this License does not preclude the necessity of obtaining additional permits for regulated activities under Federal, state, and local laws.

17. 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.

18. 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.

19. 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

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Santa Barbara, if in state court, or in the federal district court nearest to Santa
Barbara County, if in federal court.

20. 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.

21. PARAGRAPH HEADINGS

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, DISTRICT and LICENSEE have executed this Agreement by
the respective authorized officers as set forth below to be effective as of the date
executed by the DISTRICT.

Signed by:
Barton Clemens
90DD1AD9E4ED4CC...

Barton E. Clemens, Jr., President
Glen Oaks Estates Community Association

Date: 3/23/2026 | 3:19 PM PDT

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

Date: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Marisa Kahn
Interim Risk Manager

By: *Johannali Hartley*
C156A3FB83FZ454...

Deputy County Counsel

By: *Marisa Kahn*
53A8AAB798BA4D7...

Risk Management

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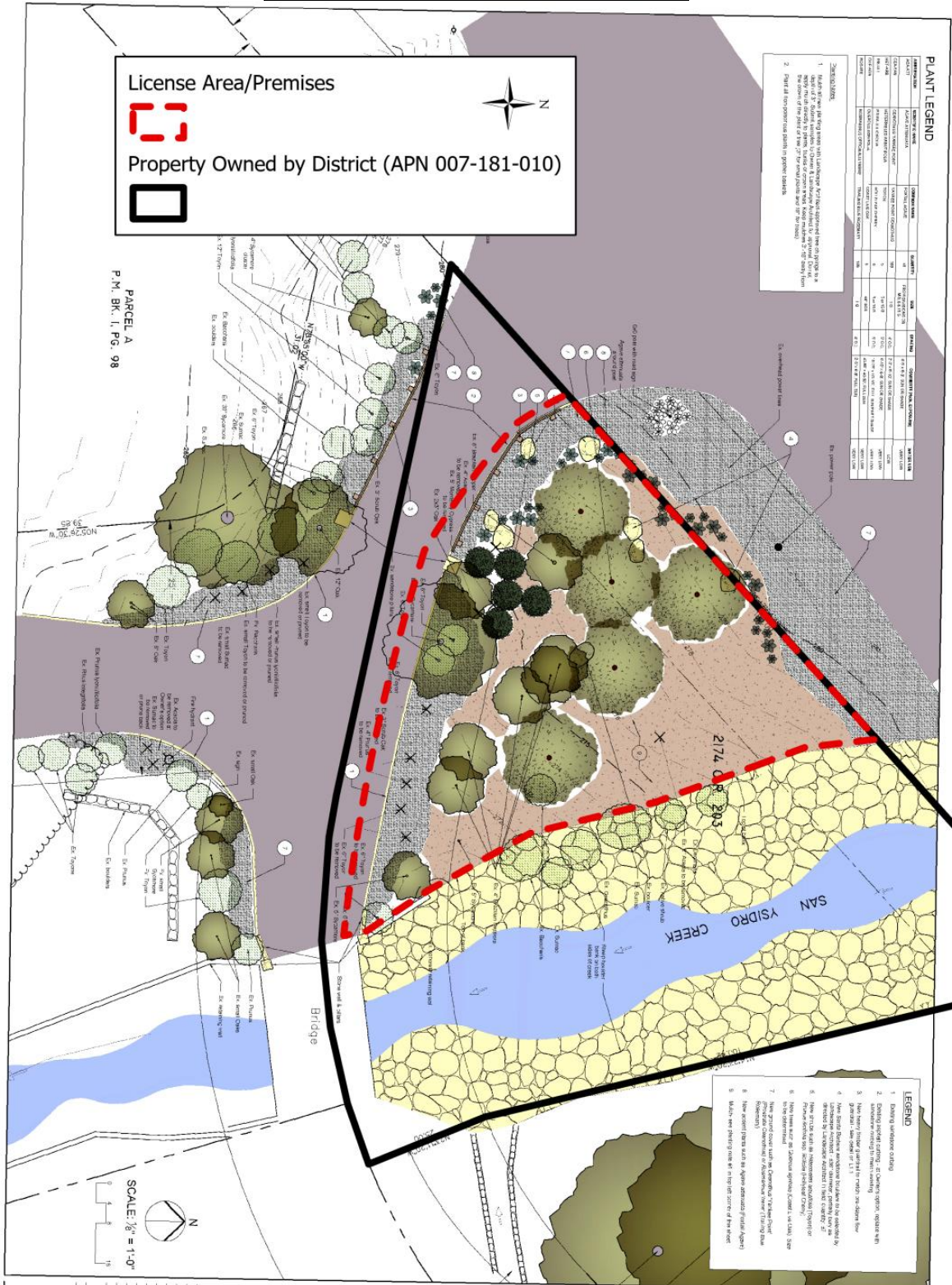
EXHIBIT A – PREMISES



~5,400 SF
Intersection of East Valley Rd. and Glen Oaks Drive
Santa Barbara, CA 93108
APN – 007-181-010

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EXHIBIT B - LANDSCAPING PLAN



License Area/Premises

Property Owned by District (APN 007-181-010)

PLANT LEGEND

PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY	PLANT NOTES
...

CONSTRUCTIONS

1. Make all trees and shrubs...
2. Plant all trees...

- LEGEND**
1. Existing landscape condition
 2. Existing landscape condition - 20' planting strip, 20' planting strip, 20' planting strip
 3. New trees, shrubs, and plants to be planted
 4. New trees, shrubs, and plants to be planted - 20' planting strip, 20' planting strip, 20' planting strip
 5. New trees, shrubs, and plants to be planted - 20' planting strip, 20' planting strip, 20' planting strip
 6. New trees, shrubs, and plants to be planted - 20' planting strip, 20' planting strip, 20' planting strip
 7. New trees, shrubs, and plants to be planted - 20' planting strip, 20' planting strip, 20' planting strip
 8. New trees, shrubs, and plants to be planted - 20' planting strip, 20' planting strip, 20' planting strip
 9. New trees, shrubs, and plants to be planted - 20' planting strip, 20' planting strip, 20' planting strip

LANDSCAPE PLAN


GLEN OAKS ESTATES
 EAST VALLEY ROAD
 MONTECITO, CA 93108

SCOTT MENZEL
 LANDSCAPE ARCHITECT


M23 Santa Clara Lane, Suite D
 Cupertino, CA 95014
 (408) 952-9752

DATE: 08/11/2020
 SHEET: L110
 PROJECT: No. 2008


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Photograph of Plant (1)




Photograph of Plant (2)




Photograph of Plant (3)




Photograph of Plant (4)




Photograph of Plant (5)




Photograph of Plant (6)



Photograph of Plant (7)

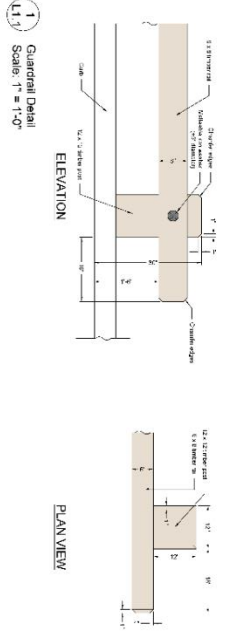


Photograph of Plant (8)



Photograph of Plant (9)

Guardrail Detail
 Scale: 1" = 1'-0"



ELEVATION

PLAN VIEW

PLANT PHOTOS & GUARDRAIL DETAIL

PROJECT: GLEN OAKS ESTATES
 15451 VALLEY ROAD
 MONTECITO, CA 95110

SCOTT MENZEL
 LANDSCAPE ARCHITECT

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