

## REVOCABLE ACCESS LICENSE AGREEMENT

THIS REVOCABLE ACCESS LICENSE AGREEMENT ("Agreement") is entered into this 10<sup>th</sup> day of September, 2024, by and among the COUNTY OF SANTA BARBARA, a political subdivision ("COUNTY"), SANTA BARBARA COUNTY SEARCH AND RESCUE, a nonprofit rescue organization (SAR, COUNTY and SAR collectively referred as "Licensee"), and MONTECITO WATER DISTRICT, a County Water District in the State of California ("Licensor").

### RECITALS

A. Licensor owns certain real property in Santa Barbara County, California located at 583 San Ysidro Road, APN 011-200-033 ("Licensor Property").

B. SAR performs search and rescue operations in the County of Santa Barbara and desires to have a location to store vehicles related to those operations in close proximity to the Montecito area in order to facilitate search and rescue operations by reducing response time.

C. Licensee desires to obtain a revocable, non-exclusive license (the "License") on, over, and across a portion of the Licensor Property (the "License Area"), more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference, for the purposes more fully set forth in this Agreement.

D. Licensor is willing to convey the License to Licensee, subject to and in conformance with the terms and conditions set forth in this Agreement.

### TERMS AND CONDITIONS

NOW, THEREFORE, in light of the foregoing recitals which are incorporated into this Agreement by this reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License.** Licensor hereby conveys to Licensee a revocable, non-exclusive license on, over and across the License Area for the sole purpose of accessing and storing vehicles related to search and rescue operations conducted by Licensee. The grant of License hereunder is solely and only for Licensee and its employees and staff that conduct search and rescue operations (collectively, "Licensee's Agents"). Only Licensee's Agents shall have the right to enter upon and use the License Area for the purposes permitted by this Agreement.

2. **Condition of the License Area.** Licensee accepts the License Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Licensee's Agents shall enter upon the License Area at their sole risk and hazard, and Licensee and its successors and assigns, hereby release Licensor from any claims relating to the condition of the License Area and Licensor Property and the entry upon the License Area and/or Licensor Property by Licensee and Licensee's Agents.

3. **Reservation by Licensor.** Licensor hereby reserves the right to use the Licensor Property for any use not inconsistent with Licensee's permitted use of the License Area.

4. **Damage to License Area.** During the term of this Agreement, Licensee shall be responsible for any damage done to the License Area or the Licensor Property by Licensee or Licensee's Agents. If the License Area or any other portion of the Licensor Property is damaged by Licensee or Licensee's Agents, Licensee shall, at its sole cost and expense, promptly repair any such damage and restore the License Area and the Licensor Property to the same or better condition that existed before such damage as determined in the sole discretion of Licensor. Licensee shall be responsible for any loss, damage, or injury to the License Area and the Licensor Property caused by Licensee or Licensee's Agents' acts, omissions, or negligence.

5. **Indemnification.** Licensee shall indemnify, defend with counsel reasonably acceptable to Licensor, and hold Licensor and its Board members, employees, managers, officers, and affiliated companies and entities (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area, and/or adjacent areas by Licensee or Licensee's Agents; (ii) any act or omission of Licensee or any of Licensee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License Area, and/or adjacent areas, (iv) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License Area, and/or adjacent areas, and (v) any breach by Licensee of its obligations under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim caused solely by negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor for any such loss, damage or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

6. **Insurance.** Licensee will maintain in force the insurance policies and coverages set forth below. Additionally, Montecito Water District and its Board members, employees, managers, officers, and affiliated companies and entities must be endorsed as additional insureds on such policies. Licensee will ensure that prior to entering onto the License Area or the Licensor Property, all of Licensee's Agents are either covered under the terms of Licensee's insurance policies, or that each obtain similar policies that which, at a minimum, provide Licensor the same protections. Licensee agrees to obtain and maintain the following insurance coverages and policies:

6.1 **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, or property damage occurring on, in, or about, the License Area and the areas immediately adjoining and/or adjacent to the License Area, with limits covering personal injury liability, bodily injury liability and property damage liability no less than One Million Dollars (\$1,000,000.00) for any one occurrence, in an aggregate amount of Two Million Dollars (\$2,000,000.00). Licensor must be endorsed as an additional insured on such policy on ISO Form

CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the License Area, the Licensor Property, and adjoining and/or adjacent areas.

6.2 **Workers' Compensation Insurance.** Workers' Compensation Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

6.3 **Automobile Insurance.** Automobile Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00) Combined Single Limit coverage applying to "Any Auto."

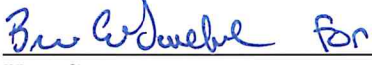
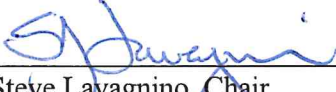


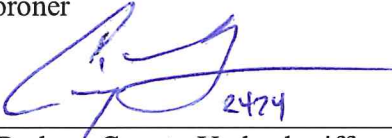


7. **Term; Termination.** The License set forth in this Agreement shall begin immediately following execution of this agreement by both parties. The License shall continue until terminated by either party in writing. Notice of termination of the License will be immediate upon receipt of the written notice by the non-terminating party from the terminating party.

8. **Notices.** Licensee agrees to provide advanced electronic notifications to Licensor by text or email to the Engineering Manager at [akanold@montecitowater.com](mailto:akanold@montecitowater.com) or 805-456-9802 or any other party designated in writing by Licensor at least fifteen (15) minutes prior to entering the License Area. Licensor may change the point of contact at any time and will provide written notice of any change.

9. **Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties. This Agreement shall be construed in accordance with and governed by the laws of the State of California. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Licensor. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Licensee hereby agrees not to record this Agreement or any memorandum thereof in the proper county records against the Licensor Property.

*[Signatures to Follow]*

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

<b>LICENSOR:</b>  MONTECITO WATER DISTRICT a municipal water district of the State of California  By: <u></u> Ken Coates Board President  Date: <u>8/27/24</u>	<b>LICENSEE:</b>  COUNTY OF SANTA BARBARA  By: <u></u> Steve Lavagnino, Chair Board of Supervisors  Date: <u>9-10-24</u>
<b>ATTEST:</b>  Mona Miyasato County Executive Officer Clerk of the Board  By: <u></u> Deputy Clerk	<b>LICENSEE:</b>  SANTA BARBARA COUNTY SEARCH AND RESCUE, a nonprofit rescue organization  Russell Berger President  By: <u></u> Russell Berger (Aug 14, 2024 15:41 PDT) Board President
<b>RECOMMENDED FOR APPROVAL:</b>  Bill Brown Sheriff / Coroner  By: <u> 2424</u> Santa Barbara County Undersheriff	<b>APPROVED AS TO FORM:</b>  Rachel Van Mullem County Counsel  By: <u></u> Paul Lee (Aug 14, 2024 15:33 PDT) Deputy County Counsel
<b>APPROVED AS TO FORM:</b>  Greg Milligan Risk Manager  By: <u></u> Risk Management (Aug 14, 2024 15:40 PDT) Risk Manager	