

Project: Nature Center at Cachuma Lake
APN: 145-160-072 (Portion)
Folio: 002511
Agent: CS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "Agreement") is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

THE NEAL TAYLOR NATURE CENTER AT CACHUMA LAKE, a California Non-profit Corporation, hereinafter referred to as "LICENSEE"

with reference to the following:

WHEREAS, subsequent to the expiration of the 1953 agreement between the County of Santa Barbara and the United States of America, Department of the Interior, Bureau of Reclamation (hereinafter "Reclamation") to promote the development and operation of recreation and fish and wildlife enhancement (hereinafter "the Project") at the Lake Cachuma Recreation Area as shown on Exhibit "A," attached hereto and incorporated herein by reference (hereinafter "Park"), COUNTY has entered into a new agreement with Reclamation for the Administration, Operation, Maintenance, and Development of Recreation at Lake Cachuma (hereinafter "Master Agreement"), for the continued management of the recreation resources at the Park; and

WHEREAS, LICENSEE has been operating an interpretive nature center at the Park pursuant to an agreement with COUNTY under the former name of Cachuma Lake Foundation, Inc., since 1990, and desires to continue to provide those services; and

WHEREAS, on April 18, 2012, pursuant to the Master Agreement, Reclamation issued a "LICENSE TO USE RECLAMATION LAND" (hereinafter "Land Use Agreement") to LICENSEE giving LICENSEE the right to use Park land subject to COUNTY'S issuance of an agreement for the use of the formerly known Cachuma Lake Ranch House located in the Park; and

WHEREAS, California Government Code Section 26227 allows a board of supervisors of a county to fund programs deemed necessary to meet the social needs of the population of the

county and to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out such programs; and

WHEREAS, COUNTY desires to grant LICENSEE a License Agreement to allow LICENSEE to continue to operate and maintain the nature center for the purpose of providing programs and services to the visiting public consistent with the intent and conditions of the Master Agreement and the Land Use Agreement.

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

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of Community Services Department (hereinafter referred to as the "CSD Director"), and for LICENSEE by the Executive Director of The Neal Taylor Nature Center at Cachuma Lake (hereinafter referred to as the "Center Director"), or their respective designees.

2. **RIGHTS GRANTED:** COUNTY hereby grants to LICENSEE a personal, revocable, nontransferable License to enter and use that certain improved area currently known as The Neal Taylor Nature Center, consisting of a 3,509 square foot building and 1,092 square foot garage, parking lot and the surrounding landscaped grounds all shown on Exhibit "B", attached hereto and incorporated herein by this reference (hereinafter "CENTER"). All rights granted herein shall be subordinate to the prior rights of Reclamation and its agents, to use any portion of the Park for the primary purposes of the Project pursuant to Federal Reclamation Law. Nothing contained in this Agreement shall be construed as purporting to transfer or convey any interest in the land, water or any public facilities to LICENSEE.

3. **LAND USE AGREEMENT WITH FEDERAL GOVERNMENT:** The Master Agreement reserves certain rights of use for the land within the Park to Reclamation. LICENSEE applied and was granted by Reclamation a Land Use Agreement for the right to use the land on which the CENTER is located. A copy of the approved Land Use Agreement is marked as Exhibit "C", attached hereto and incorporated herein by this reference. This Agreement shall terminate if the Land Use Agreement is terminated or revoked for any reason.

4. **PURPOSE AND USE:** LICENSEE shall have the right to use the CENTER, subject to the reservations set forth in Section 5. **RESERVATIONS** hereof, to operate, manage, maintain, and improve the CENTER for the purpose of educating and enhancing the visiting public's awareness, interpretation, enjoyment and preservation of the rich cultural, biological, botanical, and geological uniqueness of the Park. LICENSEE shall pay all operating costs related to its use of the CENTER. LICENSEE shall not use the CENTER for any other purpose without the express written consent of COUNTY.

LICENSEE shall operate and manage the CENTER. The hours of operation, programming, and types of use of the CENTER shall be subject to the approval of the COUNTY, through the CSD Director, or designee.

In the best interest of the CENTER, LICENSEE and COUNTY mutually agree that the COUNTY'S Park Naturalist shall occupy adequate office space within the CENTER.

5. **RESERVATIONS:** All activities conducted by LICENSEE in the Park shall be subject to the following conditions and reservations:

a) Existing land uses, rights, or interests within the Park that are lawfully held by Reclamation or persons or entities not party to this Agreement, such as but not limited to private rights which have lawfully attached to all lands prior to the date of this Agreement; the rights-of-way for ditches and canals provided by the Act of August 30, 1890 (26 Stat 391); and the rights-of-way heretofore acquired or initiated for highways, railroads, irrigation works, or for any other purposes.

b) The right of Reclamation, its employees, agents and assigns, to enter the Park on official business without charge, for the purpose of enforcing, protecting, and exercising the rights of Reclamation and also to protect the rights of those not party to this Agreement.

c) The right of Reclamation, its agents, employees, assigns, contractors, lessees, or permittees, to remove from the Park, any and all materials necessary for the construction, operation, and maintenance of Project Works and facilities. All such removal activities shall not encroach on developed sites without mutual agreement of the parties hereto.

d) The right of Reclamation, and its assigns, permittees, or lessees to prospect for, extract, and carry on the management of oil, gas, coal, and other minerals, and the right to issue leases or permits to prospect for oil, gas, or other minerals under the Act of February 25, 1920 (41 Stat. 437), and amendatory acts, the Act of August 4, 1939 (53 Stat. 1187), as amended, and the Act of August 7, 1947, (61 Stat. 913).

e) The right of COUNTY and its successors and assigns to periodically access and inspect the CENTER, and to monitor LICENSEE'S operations at the CENTER, in accordance with COUNTY'S reporting obligations to Reclamation under the Master Agreement.

6. **FUNDRAISING/SOLICITATION AND RECEIPT OF GRANTS, ETC.:** LICENSEE shall have the right to hold fundraising activities at the Park or CENTER. LICENSEE shall have the right to charge fees for fundraising events including fees for goods and services provided at fundraising events. All monies derived from LICENSEE'S fundraising will be used exclusively for the development, operation and maintenance of the CENTER and for no other purposes. LICENSEE'S fundraising events shall not offer any goods or services which are offered by existing Park concessions. Disputes concerning goods and services shall be finally resolved by CSD Director, or designee.

LICENSEE shall be responsible for and shall have the right to solicit and receive grants, donations and gifts to fund CENTER development, operation and maintenance.

7. **ACCESS AND USE OF RECREATIONAL AREA:** LICENSEE'S directors, agents, volunteers, staff and employees have access to the CENTER without charge for entering the Park. Attendees at LICENSEE'S meetings may enter the Park without charge for the sole purpose of attending LICENSEE business. LICENSEE'S directors, agents, employees, contractors and volunteers, shall have the right to use, without charge, Park facilities such as the amphitheater, picnic areas, trails, recreation hall, etc. for the purpose of CENTER activities and fundraising when the facilities are available and have no prior reservation. All use shall be in compliance with the rules, regulations and ordinances applicable within the Park.

8. **NATURE CENTER HOSTS PROGRAM:** COUNTY recognizes that LICENSEE sponsors a Hosts Program to serve the CENTER and Park Naturalist. LICENSEE shall sponsor no more than three (3) Host volunteers at any given time during the term. Host volunteers donate 20 hours per week in exchange for a pad site for placement of their trailer/RV, at no cost. LICENSEE shall be responsible for providing utilities for volunteer hosts on pad sites pre-approved by CSD Director, or designee.

9. **TERM:** The term of this Agreement shall commence upon COUNTY'S Board of Supervisors execution of the Agreement, and shall run concurrently with and subject to the Land Use Agreement and the provisions for termination as contained herein for approximately TWENTY FIVE (25) years, so long as the CENTER is used only for LICENSEE'S operations, and those operations are consistent with the purposes and uses set forth in this Agreement and the Land Use Agreement.

This Agreement shall terminate if the Land Use Agreement is terminated for any reason. Should Reclamation terminate or revoke the Land Use Agreement with LICENSEE, COUNTY shall give LICENSEE written notice of COUNTY'S termination of this Agreement as set forth in Section 36, **TERMINATION**, subsection C.

10. **HOLDING OVER:** Should LICENSEE occupy the CENTER after the expiration date of this Agreement or any extension thereof, with the consent of the COUNTY, express or implied, such possession shall be construed to be a tenancy from month to month.

11. **ABANDONMENT OF THE CENTER:** LICENSEE shall not abandon, vacate, surrender or assign use of the CENTER at any time during the term of this Agreement. If LICENSEE does abandon, vacate, surrender or assign use of the CENTER, this Agreement and all of LICENSEE'S rights thereto shall terminate at the option of COUNTY. COUNTY shall memorialize such termination via letter to LICENSEE. In the event of such termination, the CENTER and any personal property belonging to LICENSEE and left at the CENTER more than thirty (30) days after the mailing of such termination letter shall be deemed abandoned at the option of COUNTY, and title to such shall pass to COUNTY. This provision shall also apply to property left after the termination date, or other expiration of this Agreement.

12. **RENT:** In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors' determination that the operations of LICENSEE are a benefit to the community, and in consideration of LICENSEE'S maintenance of the CENTER, there will be no base rent during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by LICENSEE are no longer a benefit to the community, or, should the aforementioned Government Code Section be repealed or replaced such that LICENSEE no longer qualifies for the rights granted hereunder, LICENSEE shall pay fair market rent for the CENTER, or terminate this Agreement upon SIXTY (60) days written notice to COUNTY. All rent due to COUNTY shall be paid on a monthly basis, in advance, on or before the first (1st) day of the month, and shall be delivered to COUNTY at the address stated in Section 32, **NOTICES**.

All revenue generated by LICENSEE at the CENTER shall be applied toward the ongoing maintenance and improvement of the CENTER.

13. **RECORDS, ACCOUNTS AND AUDITS:** LICENSEE shall keep and maintain good and sufficient books and records which shall include: receipts, charges, credits, disbursements and any and all other transactions in connection therewith including Federal, State and local tax returns; records of daily bank deposits of the entire receipts from transactions at or from the operation of the LICENSEE; sales slips; daily dated cash register tapes; sales books; duplicated bank deposit slips; bank statements. All accounting records shall be kept in accordance with generally accepted accounting practices. Such books and records shall be separate from other business interests not a part of this Agreement. Such books and records shall be kept on or within 50 miles of the CENTER and be available for the inspection of officers, employees and agents of the COUNTY at all reasonable times. Such records shall be maintained by LICENSEE for a period of four (4) years. Audits to verify LICENSEE'S financial results may be conducted by the COUNTY. LICENSEE will be responsible to remit any amounts due pursuant to Section 12 of this Agreement, as calculated in the audit report, within 30 calendar days after issuance of the audit report. The COUNTY may collect from the LICENSEE, for repeated, willful, or continuing failure to submit reports, maintain records, make required payments, fulfill other material requirements or provide documents or information required pursuant to the Agreement a penalty of \$100/day for each day the violation continues.

The COUNTY may require the LICENSEE to make and complete an annual audit of receipts of LICENSEE'S entire business affairs and records relating to the LICENSEE'S operation under this Agreement, prepared and signed by a certified public accountant, or licensed public accountant who has prepared such audit in accordance with standards established and published by the American Institute of Certified Public Accountants and any amendments or additions thereto or successors thereof. If annual audited financial statements are not required, the LICENSEE shall provide and deliver to the COUNTY'S Auditor-Controller and Community Services Department, a copy of an unaudited annual financial statement prepared in accordance with Generally Accepted Accounting Principles and delivered within 90 days of the LICENSEE'S fiscal year end. The LICENSEE will also provide its completed IRS Form 990 on an annual basis and evidence that the charity is currently registered with the California Secretary of State and also the California Attorney General's Registry of Charitable Trusts.

14. **UTILITIES:** COUNTY agrees not to bill charges for water, sewer and electricity. LICENSEE acknowledges that the COUNTY reserves the right to install line meters for water, sewer and electricity and charge all or a portion of costs for these utilities at any time in the future. LICENSEE shall make all necessary arrangements and assume all costs to provide all other required utilities on and to the CENTER.

15. **TAXES AND ASSESSMENTS, POSSESSORY INTEREST:** LICENSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to LICENSEE'S operations, may be levied upon the CENTER or any replacement facility during the term of this Agreement.

POSSESSORY INTEREST: LICENSEE acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that LICENSEE may be required to pay any tax levied on such interest. COUNTY recognizes that as a California non-profit, LICENSEE may be exempt from such taxes arising from possessory interest.

16. **MAINTENANCE AND REPAIR:** LICENSEE, at its sole cost and expense, agrees to keep and maintain the CENTER and all improvements thereon in good condition and in substantial repair. LICENSEE shall be responsible for the items listed below:

- † Paper supplies, dispensers & waste containers in restrooms and kitchen areas.
- † Ballasts & transformers for fluorescent lights.
- † Telephone & cable TV outlet jacks.
- † Janitorial service for all interior areas.
- † Cleaning & replacement of all flooring.
- † Interior & exterior window cleaning.
- † Janitorial for public/common use areas.
- † Fire extinguishers for interior use.
- † Water softener, filters & conditioners.
- † Dishwasher.
- † Drapes, blinds & window shades.
- † Interior walls, ceiling & counter tops.
- † Broken windows or door glass, including plate glass windows.
- † Landscaping/gardening of Native Garden.
- † Light bulbs and/or fluorescent light tubes & starters.
- † Light switches, heating & air-conditioning control switches and electrical outlets.
- † Door & window hardware and locks.
- † Floor waxing.
- † Entry, sidewalks and walkways cleaning.
- † Alarm systems.
- † Water heaters.
- † Garbage disposal.
- † Trash compactor.
- † Fencing and gates.
- † Refrigerator, range & oven.
- † Window & door screens.
- † Refuse rubbish/garbage disposal may be placed into existing COUNTY bins.

COUNTY agrees to keep and maintain the CENTER and improvements thereon in good clean condition and in substantial repair. COUNTY shall be responsible for the items listed below:

- † Landscaping/gardening, except Native Center.
- † Heating systems.
- † Plumbing systems including water & gas lines.
- † Parking area & parking area lighting.
- † Exterior walls, roof, roof drains & downspouts.
- † Electrical systems including wiring, conduits & breaker panels.
- † Air-conditioning systems.
- † Drinking fountains.
- † Repair/replacement of toilets, urinals, water faucets and sinks.
- † Plumbing blockage including floor drains.

LICENSEE agrees to maintain the CENTER in a safe and sanitary condition, and in accordance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the CENTER free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the CENTER at any time for cleanliness and safety, to post notices, and to perform such maintenance and/or repairs as COUNTY may deem necessary to provide for or protect COUNTY'S interest.

17. PERMITS, CONSTRUCTION AND IMPROVEMENTS: In the event LICENSEE wishes to alter or improve the CENTER, LICENSEE shall obtain advance written approval from the CSD Director, or designee, and the County Architect. LICENSEE shall submit proposed plans and specifications for said improvement or alteration to the County Architect for review and shall comply with all requirements of the County Architect.

Any exterior construction or interior alteration project in, on, or about the CENTER which exceeds \$25,000 shall be presented to the County Architect in written form with proposed plans and specifications prior to any construction or alterations. It is agreed that LICENSEE shall submit schematic designs, design development and final construction drawings to the County Architect for

review prior to submission of same to any permitting agencies and that LICENSEE shall make any changes to the above plans which may be requested by the County Architect.

The County Architect shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this section within a reasonable time. No construction or alteration which has been disapproved by the County Architect shall be performed, except where the County Architect issues a subsequent written approval of such work.

The COUNTY approval shall be deemed conditioned upon LICENSEE acquiring appropriate permits to proceed from governmental agencies, the furnishing of a copy thereof to the COUNTY Architect prior to the commencement of the work, and the compliance by LICENSEE with all conditions of said permit in a prompt and expeditious manner, including complying with the requirements of the California Environmental Quality Act (CEQA). Any and all permits or clearances required shall be made only on the merits of the application thereof, and nothing in this Agreement shall be construed to require COUNTY, or any other government agency to grant such permits or clearances. LICENSEE shall give the COUNTY, or designee, not less than ten (10) days written notice prior to the commencement of any work in, on, or about the CENTER, and COUNTY shall have the right to post Notices of Non-responsibility in or on the CENTER as provided by law.

Any construction or alterations by LICENSEE pursuant to this Agreement shall keep the leasehold and improvements free and clear of liens for labor and materials expended by or for LICENSEE or on its behalf and LICENSEE shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this provision shall constitute a material breach hereof.

18. **TITLE:** Title to the 3,509 square foot building and 1,092 square foot garage shall remain with COUNTY and LICENSEE shall have no right to waste, destroy, demolish or remove these structures, except as provided in this Agreement.

COUNTY acknowledges that LICENSEE purchased and shall keep title to the modular located in the CENTER area for the duration of the term of this Agreement and any extensions thereof. Upon termination of this Agreement, title to the modular shall be determined according to Section 38, **REMOVAL OF PROPERTY UPON TERMINATION.**

19. **INDEMNIFICATION:** LICENSEE shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of LICENSEE or its agents, employees, or other independent contractors directly responsible to LICENSEE; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

LICENSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

20. **INSURANCE:** Without limiting LICENSEE'S indemnification of the COUNTY, LICENSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than

A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place LICENSEE in default. Upon request by the COUNTY, LICENSEE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all LICENSEE'S employees while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event LICENSEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if LICENSEE has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and LICENSEE submits a written statement to the COUNTY stating that fact.

B. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of LICENSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by LICENSEE in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and LICENSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of LICENSEE pursuant to LICENSEE'S activities hereunder. IF LICENSEE owns no autos, a non-owned auto endorsement of the General Liability policy described above is acceptable. LICENSEE shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, LICENSEE is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. Personal Property Insurance. LICENSEE shall carry Personal Property Insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the CENTER.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. LICENSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

21. BOARD OF DIRECTORS/ANNUAL REPORT: LICENSEE shall provide for the appointment of a member of the Parks Division, as designated by the CSD Director or designee, as an honorary or ex-officio member of LICENSEE. LICENSEE shall not amend its Bylaws and Articles of Incorporation without prior written approval of the COUNTY. LICENSEE shall at all times during the term of the Agreement remain an Internal Revenue Service Code Section 501(c)(3) tax-exempt, non-profit, public benefit Corporation under the laws of the State of California. Loss of non-profit status shall require COUNTY to terminate this Agreement.

On or before July 1 of each calendar year, beginning with the commencement of the Agreement, LICENSEE shall submit to the CSD Director, an annual report listing the current Board of Directors and officers of LICENSEE together with an annual report showing its revenues and expenditures, and its activities during the preceding calendar year.

22. SIGNS and ADVERTISING/No PROPAGANDA: LICENSEE agrees to promote the Community Services Department by affixing the Community Services Department logo on all advertising, programs and event materials where the Community Services Department has partnered with LICENSEE on the advertising materials, programs and events. LICENSEE shall not erect or display any signs, advertising, notices, or other written or recorded materials in the Park, including the CENTER, without express written consent of COUNTY through its CSD Director, or designee. COUNTY, at its sole discretion, shall retain authority to approve or disapprove such signs, advertising, notices, or other written or recorded materials in regard to appearance and content.

All signs, advertising, notices, and other written or recorded materials displayed or provided in the Park, including the CENTER, and any websites or other outside medium that utilizes the name or depiction of the Park or of LICENSEE'S business operations at the Park, shall be for the sole purpose of advertising LICENSEE'S goods and services provided at the Park. In no event may the Park, or the CENTER, be used for the purpose of producing, publishing, displaying, disseminating, or otherwise promoting propaganda or attempting to influence political issues or policies of any kind without prior written consent of CSD Director, or designee.

If CSD Director, or designee, shall have given consent to any such sign, advertising, notice or other written or recorded material, such consent shall be deemed to relate only to the

particular material consented to, and shall not be construed as dispensing with the necessity of obtaining the specific written consent of CSD Director, or designee, for any subsequent material. CSD Director shall retain the right to remove or terminate any such sign, advertising, notice, or written or recorded material from the Park, or CENTER, without notice to LICENSEE, and at LICENSEE'S expense.

23. **NONINTERFERENCE**: LICENSEE agrees to not use, nor permit those under its control, including, but not limited to, its employees, volunteers, invitees, agents and/or contractors, to use any portion of the CENTER in any way which interferes with public use. Such interference shall be deemed a material breach, and LICENSEE shall terminate said interference immediately upon notice from the CSD Director, or designee. In the event LICENSEE fails to stop such interference promptly, this Agreement shall terminate at the option of COUNTY.

24. **NONDISCRIMINATION**: LICENSEE shall comply with COUNTY 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.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore. LICENSEE shall also comply with applicable State or Federal laws, rules and regulations regarding nondiscrimination.

25. **WASTE**: No waste shall be committed in the Park, nor shall any nuisance or other acts be committed that disturb the enjoyment of the general public, the Park, its visitors, COUNTY, or any adjacent property owners.

26. **FIRE HAZARD**: LICENSEE understands the Park covered herein is a "hazardous watershed fire area", as the same is defined in the Uniform Fire Code compiled by the California Fire Chiefs Association and adopted with modifications and amendments thereto by COUNTY, and shall take all reasonable fire precautions. LICENSEE understands that portions of the Park may become subject to the jurisdiction of the U.S. Forest Service and to all of the fire prevention, control, and suppression laws, rules, and regulations of the Forest Service.

27. **ENVIRONMENTAL IMPAIRMENT**: LICENSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, 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 COUNTY. In addition, LICENSEE shall comply with the Environmental Requirements set forth in Exhibit "D", attached hereto and incorporated herein by reference.

Should any discharge, leakage, spillage, emission, or pollution of any type occur in the Park due to LICENSEE'S use and occupancy, LICENSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction there over. LICENSEE

shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY as a result of LICENSEE'S breach of this Section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LICENSEE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

28. **TOXICS:** LICENSEE shall not manufacture or generate hazardous wastes in the Park, including but not limited to pesticides, herbicides, sewer effluents, petroleum products, and liquid waste (grey water). LICENSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its agents, employees, volunteers, or designees in the Park during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LICENSEE shall notify COUNTY 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.

COUNTY shall not manufacture or generate, nor allow others under its control to manufacture or generate hazardous wastes on the property. COUNTY shall notify LICENSEE immediately in the event of any release or threatened release of any such wastes, substances or materials. In the event that such wastes, substances, or materials are released upon the property by COUNTY or others under its control, LICENSEE may terminate this Agreement. Upon termination of this Agreement by LICENSEE, all rights of LICENSEE shall cease and LICENSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the CENTER.

29. **PROTECTION OF THE WATERS OF THE LAKE:** It is understood by the LICENSEE that the waters of the Cachuma Reservoir are to be used as a domestic water supply for the south coastal section of Santa Barbara County and that the continued permitted use of the Park depends on COUNTY adequately protecting the waters of the reservoir and the area adjacent thereto against pollution, contamination or unsanitary conditions. LICENSEE covenants that, in the conduct of its business and operations hereunder, it will diligently guard against the contamination or pollution of the waters and adjacent land areas by LICENSEE, its agents, volunteers, or employees and by the general public.

30. **WATER LEVEL OF CACHUMA LAKE:** The water level of Cachuma Lake is subject to change and fluctuation from natural causes, and/or the use of waters for the reservoir for domestic water supply and other purposes. In the event that the CENTER is permanently inundated, or imminently threatened with permanent inundation due to any cause whatsoever, such that the rights granted to LICENSEE hereunder can no longer be exercised, LICENSEE may remove, at no cost or expense to COUNTY, such improvements as LICENSEE has constructed hereunder to an alternate site mutually agreed upon in writing by COUNTY and LICENSEE and this Agreement shall remain in effect for the remaining portion of the term. In the event of inundation precluding exercise of the rights granted to LICENSEE hereunder, and a mutually agreed upon site for relocation of LICENSEE'S improvements is

not found in the Park, LICENSEE may remove and relocate its improvements to a site other than the Park, and LICENSEE shall retain ownership of such improvements.

31. **COMPLIANCE WITH THE LAW:** LICENSEE and LICENSEE'S agents, volunteers, employees, invitees or guests shall comply with all local, County, State, and Federal laws, rules, regulations, Executive Orders, and Reclamation Policies affecting the CENTER, now or hereafter in effect. LICENSEE'S occupancy shall at all times be subject to County Park rules, regulations, and restrictions per Santa Barbara County Code, Chapter 26. LICENSEE shall make a copy of the County Park Rules, including any subsequent amendments thereto, available to each volunteer, agent, employee, invitee or guest.

32. **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:

COUNTY: Herman Parker, Director
Community Services Department
610 Mission Canyon Road
Santa Barbara, CA 93101-6065
(805) 568-2461

LICENSEE: Julie McDonald, Executive Director
Neal Taylor Nature Center
2265 Highway 154
Santa Barbara, CA 93105
(805) 729-2246 (Cell)
julie@dnaturecenter.org

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, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

33. **DEFAULT:** Except as otherwise required herein, should LICENSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LICENSEE specifying the particulars of the default and LICENSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LICENSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

34. **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 nondefaulting party may waive the default or breach in accordance with Section 35, **WAIVER**, herein below.

B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where LICENSEE is the nondefaulting party, LICENSEE may terminate the Agreement and surrender use of the CENTER.

D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LICENSEE shall vacate within THIRTY (30) days of written notice from COUNTY.

35. **WAIVER**: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

36. **TERMINATION**: This Agreement shall terminate and all rights of LICENSEE shall cease and LICENSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the CENTER:

A. Upon expiration or earlier termination of the Agreement as provided in Section 9, **TERM**; 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 expiration of the cure period as provided in Section 33, **DEFAULT**; or

C. Upon 30-days written notice given subsequent to notification of termination or revocation of the "Land Use Agreement." or

D. Upon 30 days written notice of termination by COUNTY, with or without cause.

37. **DESTRUCTION**: If the CENTER is partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

38. **REMOVAL OF PROPERTY UPON TERMINATION**: Upon expiration or termination of this Agreement, LICENSEE shall vacate and surrender possession of the CENTER, leaving it in good condition, except for ordinary wear and tear. Any improvements to the CENTER that have been approved by COUNTY pursuant to Section 17, **PERMITS, CONSTRUCTION AND IMPROVEMENTS** hereof, including utilities, shall remain property of COUNTY.

LICENSEE shall remove the modular and any other LICENSEE owned equipment or improvements from the Park, upon thirty (30) days written request by COUNTY, at LICENSEE'S sole cost and expense. At COUNTY'S option, LICENSEE may donate the modular to COUNTY. LICENSEE shall execute whatever documents are reasonably requested by COUNTY to facilitate, acknowledge and evidence the release of all interest in the modular and the passing of title thereto from LICENSEE to COUNTY, and COUNTY shall execute whatever documents are required to accept said ownership interest and title.

39. **SUCCESSORS IN INTEREST**: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which LICENSEE may be merged.

40. **CAPTIONS**: 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.

41. **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.

42. **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.

43. **ENTIRE AGREEMENT**: 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.

44. **CONSTRUCTION**: The parties have negotiated the terms of this Agreement. They have consulted an attorney when they felt the need. The terms of this Agreement reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

45. **CORPORATE AUTHORIZATION**: Each individual executing this Agreement on behalf of any corporation shall represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of that corporation and that this Agreement is binding upon that corporation in accordance with its terms.

46. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile 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 of the facsimile, except that funds shall not be released upon facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

47. **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.

///
///

Project: Nature Center at Cachuma Lake
APN: 145-160-072 (Portion)
Folio: 002511
Agent: CS

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

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Doreen Farr, Chair
Board of Supervisors

By: _____
Deputy

Date: _____

“LICENSEE”
THE NEAL TAYLOR NATURE CENTER
AT CACHUMA LAKE

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

Barbara Gufmann
President Board of Directors
Name and Title

By: _____
Deputy

Julie M. Deuel
Executive Director
Name and Title

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller
Gregory Eric Levin,
Advanced & Specialty Accounting.

APPROVED:
Herman D. Parker
Herman D. Parker, Director
Community Services Department

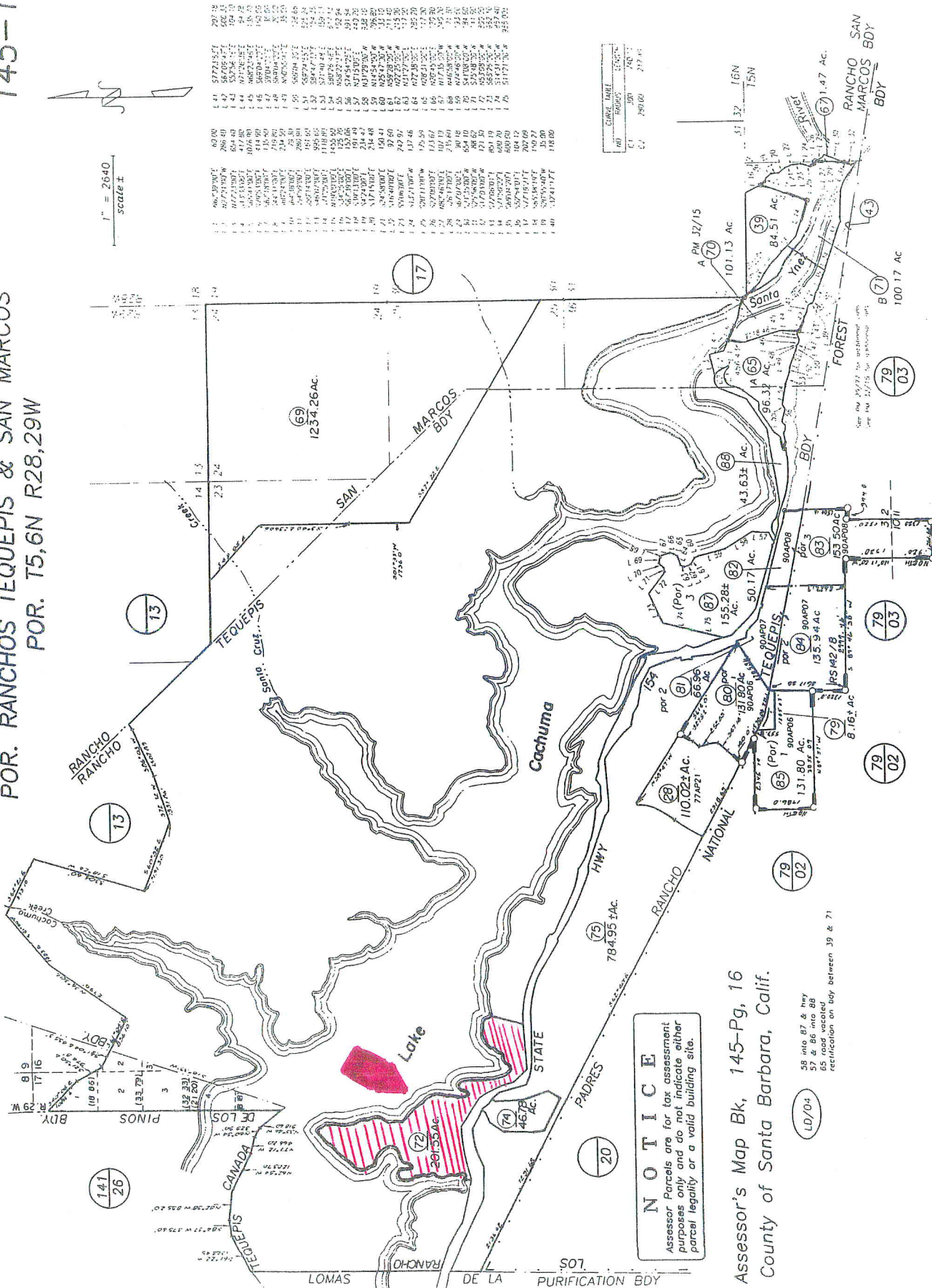
APPROVED:
Ron Carlentine
Ron Carlentine
Real Property Manager

APPROVED:
Ray Aronatoro
Ray Aronatoro, ARM, AIC
Risk Manager

EXHIBIT A - 'ark'

POR. RANCHOS TEQUEPIS & SAN MARCOS
 POR. T5.6N R28.29W

145-16



NOTICE
 Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 145-Pg, 16
 County of Santa Barbara, Calif.

LD/0+
 58 into 87 & Hwy
 57 & 86 into 88
 65 road vacated
 rectification on bdy between 39 & 71

Parcel No.	Area (Ac.)	Value
69	1234.26	577215.71
70	101.13	56705.74
71	84.51	47126.85
72	301.55	158.43
73	155.28	192.02
74	131.80	163.02
75	110.02	137.02
76	110.02	137.02
77	110.02	137.02
78	110.02	137.02
79	110.02	137.02
80	110.02	137.02
81	110.02	137.02
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92	110.02	137.02
93	110.02	137.02
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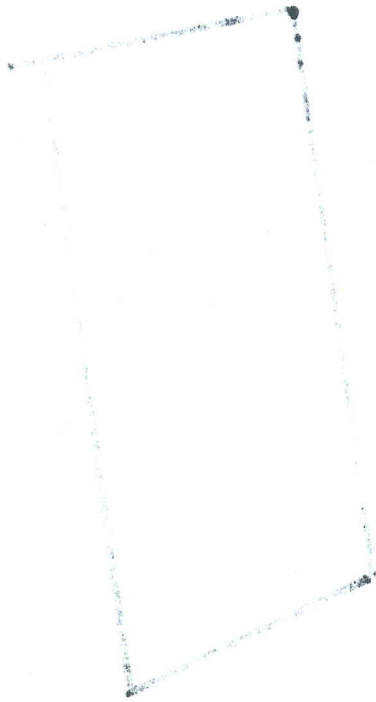
Google earth

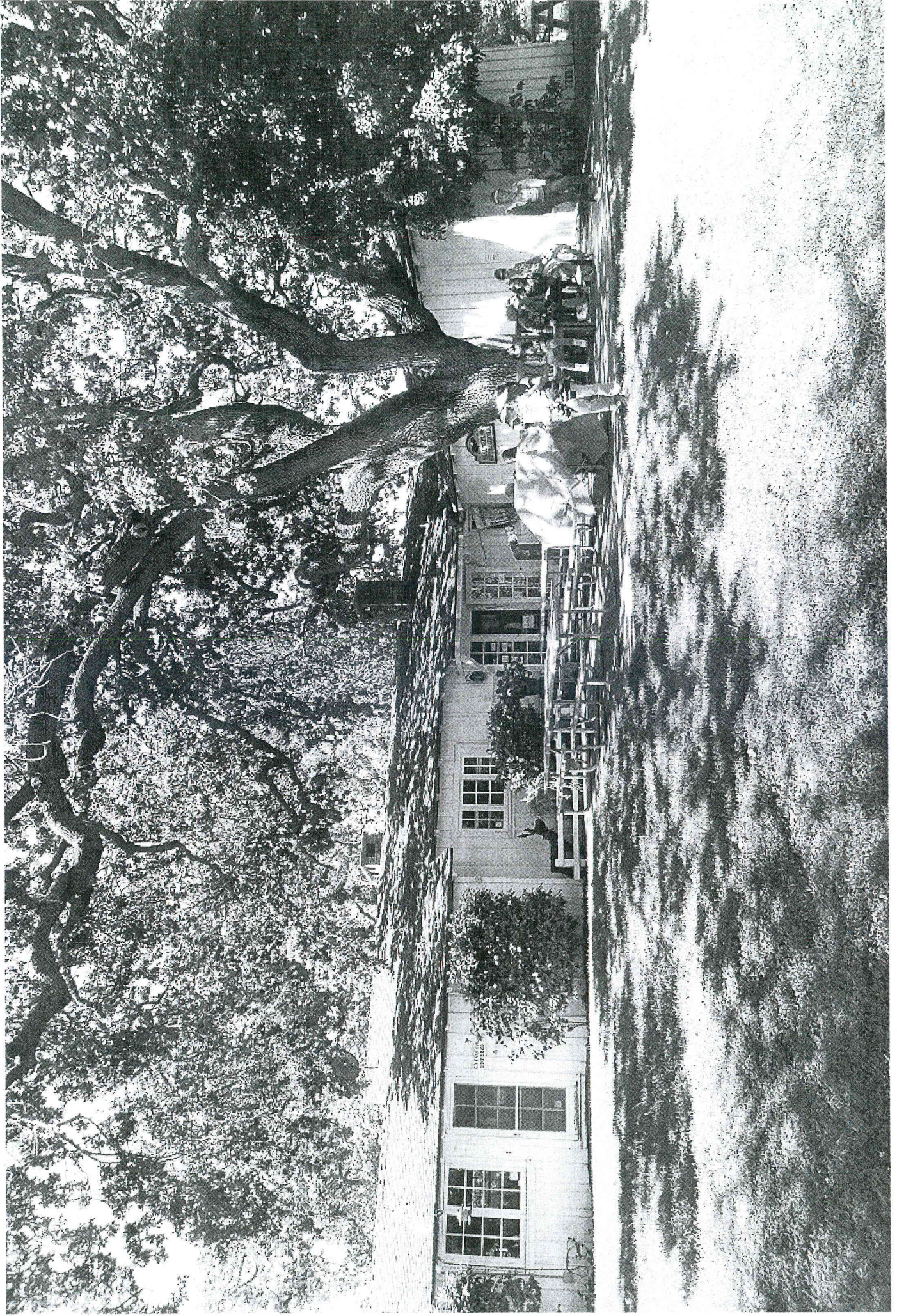
feet
meters

300
100



EXHIBIT B "CENTER"





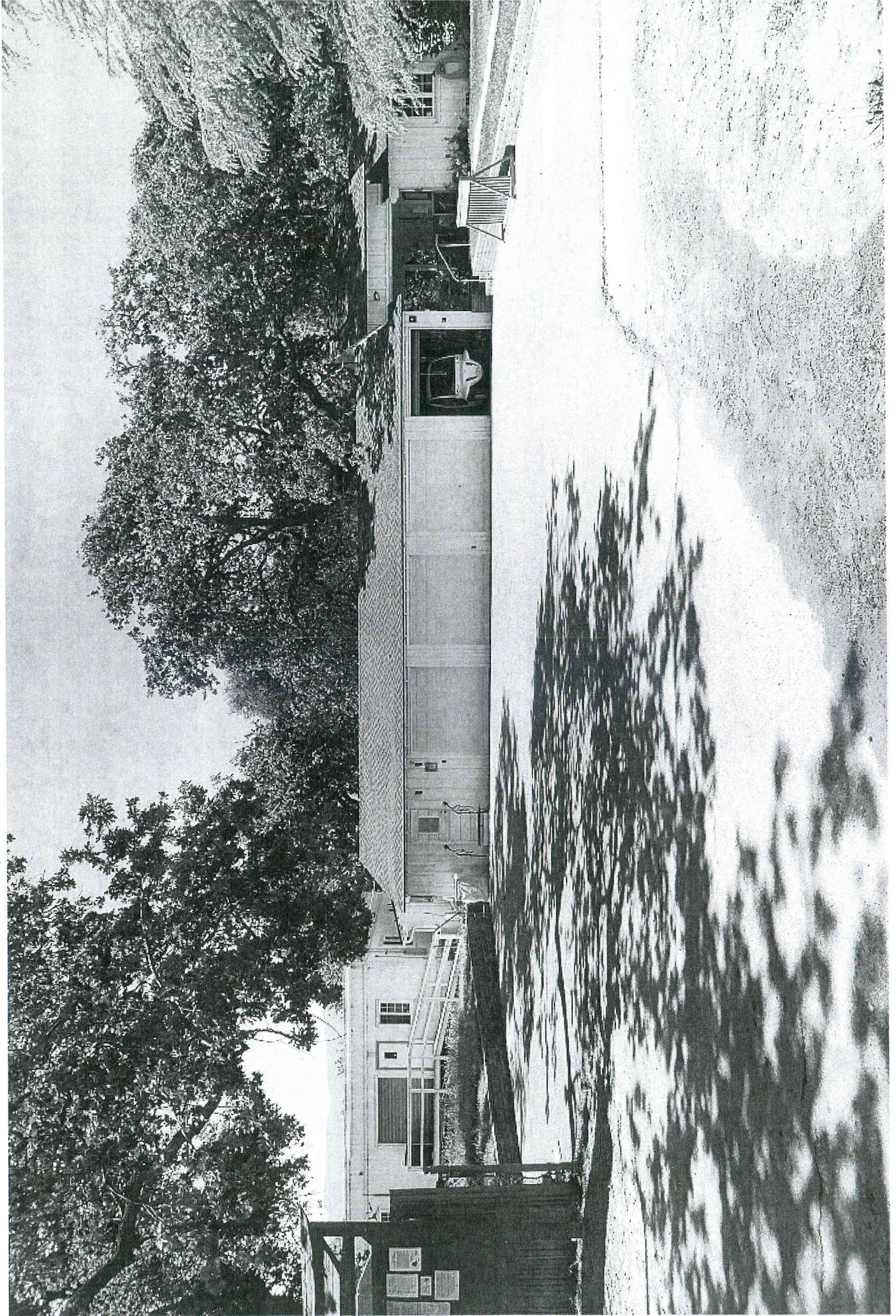


EXHIBIT 'C'

CP-8
Index No. 5/Unit No. 1-1
LND-11-31

Contract No. 11-LC-20-0218

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

LICENSE TO USE RECLAMATION LAND

THIS LICENSE is given this 15th day of April 2012, in pursuance of the Act of June 7, 1902 (32 Stat. 388) and Acts amendatory thereof or supplementary thereto, by THE UNITED STATES OF AMERICA, acting by and through its Bureau of Reclamation, Department of the Interior, represented by the duly authorized officer executing this License hereinafter styled the "United States" to:

The Neal Taylor Nature Center at Cachuma Lake
2525 Highway 154, Star Route
Santa Barbara, California 93105

hereinafter styled the "Licensee."

RECITALS:

The United States acting through its Bureau of Reclamation (Reclamation) acquired certain lands for Lake Cachuma in connection with the Cachuma Project, Santa Barbara County, California; and

The Santa Barbara Community Services Department (CSD) is responsible for the operation and maintenance (O&M) of Cachuma Lake and the surrounding recreation area; and

The Licensee, a non-profit corporation, has requested permission to use this land as follows:

- (a) To operate the Neal Taylor Nature Center (Nature Center), a single wood framed structure of approximately 2,000 square feet, used year around for the purposes of O&M and public information.
- (b) Reclamation and CSD have determined that the Licensee's requested use to operate and maintain the existing Nature Center is not, at this time, incompatible with the purpose for which the land was obtained.

IT IS AGREED:

1. Reclamation does, through the duly authorized officer executing this License, hereby consent to Licensee's request to enter onto lands acquired by the United States for the purpose of operating a Nature Center granted by CSD, subject to the terms and conditions herein written:

Said lands located in a portion of land in Township 6 North, Range 29 West, S.B.B.M., in Santa Barbara County, California, being a portion of the area is shown and introduced as "Exhibit A," and made a part hereof.

2. This permission given herein will neither constitute nor be construed as any surrender of the jurisdiction and supervision of the United States over the lands described herein.

3. The Licensee hereby agrees to indemnify and hold harmless the United States, CSD, their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims from personal injury or death arising out of the Licensee's activities under this License.
4. The land use fees for the License granted herein are waived in accordance with 43 CFR 429.26(a)(5). After this License is issued, periodic field reviews by CSD may be conducted to monitor the use to ensure it is in compliance with the provisions of this License. Reclamation and CSD are authorized to enter onto the lands for the purpose of monitoring compliance with any and all provisions of this License.
5. This License is granted subject to the existing rights in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines on, over, and across said land.
6. O&M will be conducted in accordance with all applicable Federal, State of California, and local safety and environmental regulations and to the satisfaction of, CSD and Reclamation. Any new construction activities on Reclamation lands affiliated with Licensee will require written approval by Reclamation and CSD prior to initiating that activity. Licensee shall be responsible for paying all O&M costs and utilities as stated in building use agreement in place with CSD. Licensee and CSD shall review O&M costs yearly.
7. The Licensee will maintain all safety features currently in place at the Nature Center. This License is personal, revocable, and nontransferable and will become effective on the date hereinabove written and unless otherwise sooner terminated, will continue for 25 years, so long as in the opinion of Reclamation and the CSD it is considered expedient and not detrimental to the public interest, and will be revocable upon ninety (90) days written notice to the Licensee in accordance with the provisions in Article 8. Upon such revocation or termination, the aforesaid temporary residential structure or structures and all accessories will be removed without delay at the expense of the Licensee. The Licensee will leave the site(s) in a condition satisfactory to Reclamation and the CSD.
8. This License may be revoked by Reclamation upon ninety (90) days written notice to the Licensee if:
 - (a) The Licensee's use of the land interferes with existing Cachuma Project Facility; or
 - (b) The land contained in the License is needed for any United States purpose; or
 - (c) The United States disposes of its interest in the land contained in this License; or
 - (d) The Licensee fails to comply with any other terms or conditions of this License and, upon notification of the violation, Licensee fails to adequately cure the violation in a timely manner. Reclamation will have the final determination regarding the adequacy of the cure; or
 - (e) The Licensee fails to comply with County laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and Title VI of the Civil Rights Act of 1964.
9. The Licensee will not:
 - (a) Store any hazardous material in, at or around the facility.
 - (b) Leave waste or debris in, at or around the camp facility.
10. The Licensee will comply with all applicable water, ground, and air pollution laws and regulations of the United States, the State of California, and local authorities. In addition, the Licensee will comply with the following hazardous materials restrictions:

- (a) The Licensee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Licensee has the responsibility for care, operation, and maintenance by its employees or agents and will take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution will include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (b) The Licensee will comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.
- (c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., and the regulations promulgated pursuant to that Act.
- (d) Upon discovery of any event, which may or does result in contamination or pollution of Federal lands, waters or facilities, the Permittee will initiate any necessary emergency measures to protect health, safety and the environment and will report such discovery and full details of the actions taken to Reclamation and CSD. Reporting may be within a reasonable time period. If it is an emergency, a reasonable time period means within twenty-four (24) hours of the time of discovery. If it is a non-emergency, a reasonable time period means by the first working day. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- (e) Violation of any of the provisions of this Article, as determined by Reclamation, may constitute grounds for immediate termination of this License. Such violations require immediate corrective action by the Licensee and will make the Licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
- (f) The Licensee agrees to include the provision contained in paragraphs (a) through (e) of this Article in any subcontract or third party contract it may enter into pursuant to this Licensee.
- (g) Reclamation agrees to provide information necessary for the Licensee, using reasonable diligence, to comply with the provisions of this Article.

11. CULTURAL RESOURCES PROTECTION. The Licensee will immediately provide an oral notification to Reclamation's authorized official and to CSD of the discovery of any and all antiquities or other objects of cultural, historic, or scientific interest on Reclamation lands. The Licensee will forward a written report of its findings to Reclamation's authorized official and to CSD within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, or artifacts discovered as the result of activities under this License. The Licensee will cease activity, stabilize and protect such discoveries until authorized to proceed by Reclamation's authorized official. Protective and mitigative measures specified by Reclamation's authorized official will be the responsibility of the Licensee.

12. DISCOVERY OF HUMAN REMAINS. The Licensee will immediately provide an oral notification to Reclamation's authorized official and to CSD of the discovery of human remains on Reclamation land. The Licensee will forward a written report of its findings to Reclamation's authorized official and to CSD within forty-eight (48) hours by certified mail. The Licensee will cease activity, stabilize and protect such discoveries until authorized to proceed by the Regional Archaeologist for Reclamation (916-978-5041).

Protective and mitigative measures specified by the Regional Archaeologist will be the responsibility of the Licensee.

13. Any activity deemed to be illegal on Federal lands will be cause for immediate termination of this License.

14. This License will terminate and all rights of the Licensee hereunder will cease, and the Licensee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term as provided by Article 7; or
- (b) Without notice, upon default in payment to the United States of any installment of right-of-use fees as provided by Article 4, if applicable; or
- (c) On the anniversary of any year, upon written notice to the Licensee, served thirty (30) days in advance thereof; or
- (d) After failure of the Licensee to observe any of the conditions of this License, and on the tenth (10th) day following service of written notice on the Licensee of termination because of failure to observe such condition.

15. SEVERABILITY. Each provision of this use authorization will be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization will be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision will be ineffective or void only to the extent of such invalidity or prohibition, but will not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

16. Damage to Reclamation property, including but not limited to the CSD, service roads, access roads, culvert crossings, siphon barrels, fence gates and posts, resulting from the Licensee's activities under this License will be corrected promptly at Licensee's expense to the satisfaction of Reclamation and CSD.

17. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or the Resident Commissioner will be admitted to any share or part of this License or to any benefit to arise here from, but this restriction will not be construed to extend to this License if made with a corporation or company for its general benefit.

18. The Licensee warrants that no person or agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees and bona fide commercial agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, Reclamation will have the right to revoke this License without liability or in its discretion to require the Licensee to pay the full amount of such commission, percentage, brokerage, or contingency fee to the United States.

IN WITNESS WHEREOF this License is given as of the date of execution first written above.

UNITED STATES OF AMERICA

[Signature]
Deputy Area Manager
South-Central California Area Office
Bureau of Reclamation

ACCEPTED:

The Licensee, and its authorized representatives, by signature below, agrees to the terms and conditions above.

By: *[Signature]* Date: 4-3-12
Sandi Witcher, Board President
Neal Taylor Nature Center at Cachuma Lake

By: *[Signature]* Date: 4-3-12
Julie McDonald, Executive Director
Neal Taylor Nature Center at Cachuma Lake

NOTED:

[Signature] Date: 3/19/12
Herman Parker, Director of Community Services
County of Santa Barbara

Exhibit 'A'

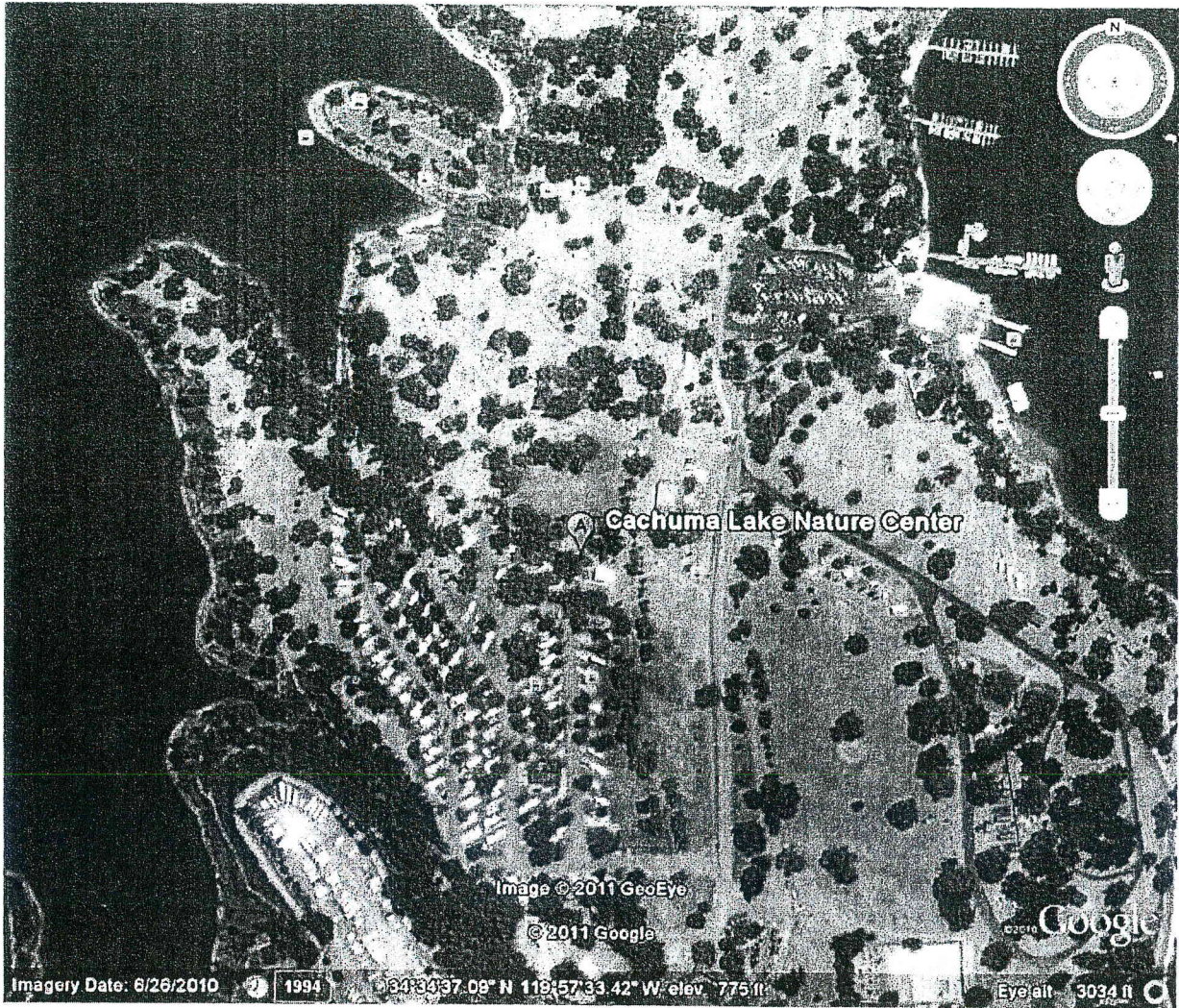


EXHIBIT D ENVIRONMENTAL REQUIREMENTS

The LICENSEE shall operate, maintain, and manage the CENTER, including all structures, facilities and equipment to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the LICENSEE will submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.

Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the LICENSEE and shall make the LICENSEE liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

The LICENSEE agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.

Reclamation agrees to provide information necessary for the LICENSEE using reasonable diligence, to comply with the provision of this Exhibit.

The LICENSEE shall comply fully with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.

In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the LICENSEE beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or de-elopement, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. COUNTY and Reclamation will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Reclamation and the State Historic Preservation Officer will be borne by the LICENSEE. The LICENSEE will provide Reclamation with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resource sites identified by the LICENSEE during its management activities will be recorded on the appropriate LICENSEE site record forms and copies provided to Reclamation. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.

The Endangered Species Act of 1974 will be given full consideration in all activities.

EXHIBIT D – (continued)

The LICENSEE shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:

- Executive Order 11990, Protection of Wetlands.
- Executive Order 11988, Floodplain Management.
- Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat. 1660).
- Federal Land Policy and Management Act of 1976, (Public Law 94-579, 43 U.S.C. 1701).
- Executive Orders 11664 and 11989 for Off-Road Use.
- National Trails System Act, (Public Law 95-43, 16 U.S.C. 1241 et seq.).
- Fish and Wildlife Coordination Act, (Public Law 85-624, 16 U.S.C., 661, 662).
- Antiquities Act of 1906, (34 Stat. 225, 16 U.S.C., 431).
- National Historic Preservation Act of 1966 (NHPA), (Public Law 89-665, 80 Stat. 915, 16 U.S.C. 470) as amended by (Public Laws 91-243, 93-54, 94-422, 94-458, and 96-515).
- Archaeological Resources Protection Act of 1979, (Public Law 95-95, 93 Stat. 721).
- Archaeological and Historic Preservation Act (Public Law 93-291).
- Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.).
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- National Environmental Policy Act, (Public Law 91-190, 83 Stat. 852).
- Endangered Species Act, (Public Law 93-205, 16 U.S.C. 1531 et seq.).
- Executive Order 12088, Federal compliance with Pollution Control Standards.
- The Clean Air Act, (Public Law 88-206, as amended, 42 U.S.C. 7401 et seq.).
- Clean Water Act of 1978, (Public Law 95-217, 33 U.S.C. 1288 et seq.).
- Resource Conservation and Recovery Act (RCRA), (Public Law 94-580)
- Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund), (Public Law 96-510).
- 43 Code of Federal Regulation, Part 420 (off-road vehicle use on Bureau of Reclamation lands).
- 36 Code of Federal Regulation, Part 800, Protection of Historical and Cultural Properties.
- Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended (7 U.S.C. P.L. 100-460, 100-464 to 100-526 and 100-532).
- Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700 et seq., P.L. 93-516 and P.L. 95-602).
- Architectural Barriers Act of 1968, as amended (ABA) (42 U.S.C. 4151-4157, P.L. 90-480).
- Uniform Federal Accessibility Standards (UFAS) (49 CFR 31528), August 7, 1984.