

Project: San Ysidro Farms License (Flood)  
APN: 092-231-017 (portion of)  
Folio: 003834  
Agent: MP

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (hereinafter “Agreement”) is made by and between the

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT, a special district located within the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as “DISTRICT.”

and

SAN YSIDRO FARMS, INC., a California Corporation hereinafter referred to as "LICENSEE,"

with reference to the following:

**WHEREAS**, the DISTRICT is the owner of that certain real property located in the County of San Luis Obispo, highlighted and labeled on Exhibit “A”, attached hereto and incorporated herein by this reference, as County of San Luis Obispo Assessor’s Parcel Number 092-231-017, (hereinafter “Property”).

**WHEREAS**, LICENSEE, is farming the parcels located to the West of, and adjacent to the Property, which parcels are known as San Luis Obispo County Assessor’s Parcel Number 092-231-011 and Santa Barbara County Assessor’s Parcel Number 117-020-031 (hereinafter "LICENSEE’s Property"); and

**WHEREAS**, LICENSEE wishes to use a portion of the Property, (hereinafter “Premises”) containing approximately 2.6 acres of unimproved land and shown as the outlined area on Exhibit “B”, attached hereto and incorporated herein by this reference, for the purpose of farming; and

**WHEREAS**, the DISTRICT wishes to grant LICENSEE the right to conduct farming operations, pursuant to California Government Code 25537; and

**WHEREAS**, LICENSEE’S operation is consistent with the permitted uses per the Town of Nipomo’s zoning of the Property; and

**WHEREAS**, DISTRICT and LICENSEE have agreed to enter into a 3-year License Agreement for LICENSEE’s use of the Premises.

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

1. **ADMINISTRATION AND ENFORCEMENT:** The terms and conditions of this Agreement shall be administered and enforced for the DISTRICT by the Director of Public Works, or designee.

2. **RIGHTS GRANTED:** The DISTRICT hereby grants to LICENSEE a personal, revocable, nonrenewable and nonassignable right to farm the Premises, excluding the road held by DISTRICT, designated by the highlighted section of Exhibit "B" attached hereto and incorporated herein by reference.

3. **PURPOSE:** The LICENSEE shall use the Premises only for farming and directly related activities. LICENSEE understands and agrees that any use of the Premises by LICENSEE, its patrons, or employees which is inconsistent with the express purpose of this Agreement, or which results in any interference with DISTRICT activities, will result in the termination of all rights granted under this Agreement.

4. **TERM/OPTIONS TO EXTEND:** The term of this Agreement shall be for a period of approximately three (3) years commencing November 1, 2018 (hereinafter the "Commencement Date"), and expiring on October 31, 2021 unless extended or sooner terminated as herein provided.

In the event this Agreement has not otherwise been terminated, and LICENSEE is in good standing at the end of the above referenced term, then such term may be extended for one (1) additional term of three (3) years upon mutual consent of LICENSEE and DISTRICT, which consent shall not be unreasonably withheld. The extension shall be requested by LICENSEE in writing at least ninety (90) days prior to the termination of the initial term. The Director of Public Works, or designee, is authorized to approve the extension. The extension may be granted after receipt of written request from LESSEE and said extension shall be in writing on Department of Public Works letterhead and signed by the Director of Public Works, or designee.

LICENSEE understands that all rights granted under this Agreement are revocable by DISTRICT at any time, with or without cause, upon one hundred fifty (150) days written notice by DISTRICT.

5. **LICENSEE FEE:** As consideration for this Agreement, LICENSEE shall pay an annual license fee of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250) per acre for 2.6 acres, totaling THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250).

License fee shall be made payable to the SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT and delivered at the address stated in Section 17, NOTICES. Said payments shall be made on an annual basis, in advance; with the first payment due on October 1, 2018 and on each anniversary thereafter.

If license fee is not paid within ten (10) days of its due date, interest will accrue on the unpaid balance at ten percent (10%) per annum from the date it became due until it is paid.

6. **LICENSE FEE ADJUSTMENTS:** The annual license fee for this Agreement shall be adjusted annually by a fixed percentage rate of three percent (3%) effective October 1, 2019 and on each year of the Agreement thereafter, unless the Agreement is sooner terminated.

7. **ACCESS TO THE PROPERTY:** LICENSEE shall only access the Premises using existing roads. DISTRICT shall not be responsible for maintaining access to the Premises and shall not be liable to LICENSEE for lack of such access. However, in the event that the Premises becomes inaccessible as a result of natural causes, DISTRICT shall, to the extent reasonably necessary, cooperate with LICENSEE in restoring access in a timely fashion.

8. **RIGHT TO ENTER:** DISTRICT and DISTRICT'S agents may enter the leased Premises at all reasonable times for the purpose of inspection and to determine if the terms, covenants and conditions of this license are being complied with.

9. **SITE SUITABILITY:** LICENSEE has investigated the Premises and has determined that it is suitable for LICENSEE's intended operations, and therefore, LICENSEE hereby accepts, by way of executing this Agreement, the Property in its existing condition.

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

10. **PERMITS, CONSTRUCTION, IMPROVEMENTS, AND LIENS:** LICENSEE shall not add or construct improvements on DISTRICT'S Premises without prior written approval by DISTRICT. All plans and specifications for improvements shall be submitted to DISTRICT prior to any construction or alterations. DISTRICT shall issue a written approval or disapproval of any such plans or specifications submitted pursuant to this section. No construction or alteration which has been disapproved by DISTRICT shall be performed, except where DISTRICT issues a subsequent written approval of such work.

If the DISTRICT consents to any improvement or alteration plans, said construction shall be deemed conditioned upon LICENSEE acquiring permits or clearances from the appropriate governmental agencies. LICENSEE shall comply with all conditions of said permits or clearances in a prompt and expeditious manner. Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require DISTRICT, or any other governmental agency, to grant such permits or clearances. All improvements shall be made at LICENSEE'S sole cost and expense.

All work requiring permits shall be performed exclusively by licensed and insured contractors. LICENSEE shall pay when due all claims for labor or materials furnished or alleged to have been furnished to LICENSEE or for use on the Premises. If LICENSEE contests in good faith the validity of any such claim or demand, LICENSEE shall, at its sole cost and expense, defend itself and the DISTRICT against same, and shall pay and satisfy any adverse judgment that may be rendered therefrom. Upon request by DISTRICT, LICENSEE shall furnish DISTRICT with a copy of a surety bond satisfactory to DISTRICT in an amount equal to such contested claim or demand indemnifying DISTRICT from liability for same, and holding the Premises free and clear of the effect of such lien or claim.

LICENSEE shall maintain the Premises in a safe and sanitary condition. The DISTRICT shall have no obligation to perform any maintenance on, or make any repair to, any property of LICENSEE.

No claims may be secured by liens on the property or any interest therein. LICENSEE shall give DISTRICT no less than ten days written notice prior to the commencement of any work in or on the Premises, and DISTRICT shall have the right to post Notices of Non-responsibility in or on the Property as provided by law.

11. **INDEMNIFICATION**: LICENSEE shall defend, indemnify and save harmless the DISTRICT, 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 the LICENSEE or his agents or employees or other independent contractors directly responsible to him; or any entity or their agents or employees allowed on the Premises pursuant to Section 23 herein; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the DISTRICT.

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

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT

12. **INSURANCE**: LICENSEES shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LICENSEES' operation and use of the licensed premises. The cost of such insurance shall be borne by the LICENSEES.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if LICENSEES have no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Property insurance**: against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the LICENSEES maintain higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the LICENSEES. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – DISTRICT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LICENSEES including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LICENSEES' insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the LICENSEES' insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be excess of the LICENSEES' insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
4. **Waiver of Subrogation Rights** – LICENSEES hereby grant to DISTRICT a waiver of any right to subrogation which any insurer of said LICENSEES may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. LICENSEES agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the LICENSEES to purchase coverage with a lower deductible or retention, or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – LICENSEES shall furnish the DISTRICT with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the DISTRICT before term commences. However, failure to obtain the required documents prior to the term beginning shall not waive the LICENSEES' obligation to provide them. The DISTRICT reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right, but not the obligation or duty, to terminate this Agreement. Maintenance of required insurance coverage is a material element of this Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by DISTRICT as a material breach of this Agreement.
9. **Special Risks or Circumstances** – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LICENSEES agree to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

13. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** LICENSEE and DISTRICT hereby waive any rights each may have against the other on account of any loss or damage suffered by LICENSEE or DISTRICT, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either LICENSEE or DISTRICT against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

14. **NO INTERFERENCE WITH FACILITIES:** LICENSEE shall not interfere with any of DISTRICT'S existing or future facilities or operations within or near the Property.

LICENSEE shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the DISTRICT or the general public.

15. **TAXES AND ASSESSMENTS:** The use or occupancy of the Property by LICENSEE may constitute a property interest subject to possessory interest taxes and LICENSEE will be liable for the payment of such, or any other property taxes which may be levied pursuant to such interest. LICENSEE shall pay all taxes and assessments including said possessory interest tax levied against LICENSEE by reason of use and occupancy of the Property, in a timely manner.

16. **NON-DISCRIMINATION:** LICENSEE, in the operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, age, creed, religion, ancestry, sex, or national origin in any manner prohibited by the laws of the United States, the State of California or any County ordinance. Non-compliance with provisions of this article shall constitute a material breach hereof and, in addition to any remedies provided by law, DISTRICT shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

17. **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: Thomas D. Fayram  
Deputy Public Works Director  
Santa Barbara County Public Works Department  
Flood Control and Water Conservation District  
130 E. Victoria Street, Suite 200  
Santa Barbara, CA 93101  
(805) 568-3440

LICENSEE: Roy Killgore Sr.  
San Ysidro Farms, Inc.  
P.O. Box 819,  
Guadalupe, CA 93434  
Office: (805) 929-1183  
Fax: (805) 929-3393

Farm Address:  
2299 Bonita School Rd,  
Nipomo, CA 93444

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.

18. **DEFAULT:** The occurrence of any one of the following events shall constitute a material default by LICENSEE:

a. Failure of LICENSEE to make any license fee payment or other required payment, when due, and such failure continues for a period often (10) days after mailing of written notice to LICENSEE.

b. Failure of LICENSEE to perform, or LICENSEE'S violation of, any other provisions of this Agreement, if such failure is not cured within seven (7) days after mailing

of written notice on violation to LICENSEE; provided however, that if the nature of LICENSEE'S default is such that more than seven (7) days are reasonably required for its cure, LICENSEE shall not be in default if LICENSEE commences such cure promptly and diligently and in good faith pursues it to completion.

c. Failure to maintain the required insurance.

d. The making of a general assignment for the benefit of the creditors by LICENSEE.

e. The appointment of a receiver or trustee to take possession of all or substantially all the assets of LICENSEE.

In the event of any such default and the expiration of the appropriate cure period, this Agreement shall terminate at the option of the DISTRICT.

19. **TERMINATION**: This Agreement shall terminate and all rights of LICENSEE hereunder shall cease and LICENSEE shall quietly and peacefully vacate the Property and Property as follows:

i. Upon receipt of one hundred fifty (150) day termination notice from DISTRICT, which notice may be given without cause.

ii. Upon failure of LICENSEE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement.

iii. Upon failure of LICENSEE to satisfy the requirements as set forth in Sections 3: PURPOSE; 10: PERMITS, CONSTRUCTION, IMPROVEMENTS, AND LIENS; or 18: DEFAULT.

20. **REMEDIES**: In the event of a default or breach by LICENSEE, DISTRICT may exercise any right or remedy at law or in equity which DISTRICT may have by reason of such default or breach including but not limited to the following:

i. DISTRICT may waive the default or breach in accordance with Section 21, WAIVER, herein below.

ii. DISTRICT may maintain the Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

iii. DISTRICT may terminate this Agreement and recover whatever monetary losses may have resulted from such default or breach.

21. **WAIVER**: It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

22. **REMOVAL OF PROPERTY ON TERMINATION**: Upon termination of this Agreement by default, expiration, or any other reason, LICENSEE shall vacate the Property. Prior to vacating said Property and at DISTRICT'S option, LICENSEE shall remove any and all fixtures, improvements, alterations, and personal property and shall return the property to as near the original condition as reasonably possible by removing all farming equipment and appurtenances, and grading or leveling the land to create a level

surface. The COUNTY reserves the right to inspect the Property upon expiration or termination of this Agreement and may request Licensee perform work in order to return the land back to satisfactory condition, with reasonable wear and tear accepted.

23. **ASSIGNMENT, SUBLEASE, HYPOTHECATION:** LICENSEE shall not mortgage, pledge, hypothecate, or encumber the Property or any interest therein, nor shall LICENSEE mortgage, pledge, hypothecate, or encumber any improvements placed upon the Property whether such improvement is placed thereon before or after the date of execution of this Agreement Any attempt to assign, license, sublease, mortgage, pledge, hypothecate or in any other way encumber LICENSEE’S rights under this Agreement shall be void and without legal effect and shall constitute grounds for termination.

The foregoing notwithstanding, DISTRICT accepts and will allow use of the Premises by LICENSEE’s strawberry company, “We Love Berries, LLC” and any joint ventures where San Ysidro Farms Inc., is a party to the joint venture agreement. LICENSEE accepts responsibility for the compliance of any such entity with the terms of this Agreement

24. **LICENSE SUBJECT TO EXISTING RIGHTS OF OTHERS:** This license is subject to all existing easements, servitudes, licenses and rights of way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines and other purposes whether recorded or not. LICENSEE recognizes extraordinary needs of County Flood Control to fulfill its public duties and will cooperate to accommodate as necessary during the term of this license and extensions.

25. **COMPLIANCE WITH THE LAW:** LICENSEE shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

26. **ENVIRONMENTAL PROTECTION:** 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, signage, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by DISTRICT.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises, LICENSEE shall clean all property affected to the satisfaction of DISTRICT and any governmental body having jurisdiction therefore. LICENSEE shall indemnify, hold harmless, and defend DISTRICT 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 DISTRICT as a result of LICENSEE'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

27. **TOXICS:** LICENSEE shall not manufacture or generate hazardous waste in the License Area. 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 on the Premises during 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 DISTRICT 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.

28. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make DISTRICT a partner of, nor a joint venturer with LICENSEE, or associated in any other way with LICENSEE in the use of the Premises, or to subject the DISTRICT to any obligation, loss, charge, or expense resulting from or attributable to LICENSEE'S operation or use of the Property.

29. **AGENCY DISCLOSURE:** LICENSEE acknowledges that the Santa Barbara County, Real Property Division, is the agent for the DISTRICT exclusively, and is neither the agent for LICENSEE nor a dual agent in this transaction.

30. **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.

31. **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.

32. **BINDING OF SUCCESSORS:** The terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, administrators, successors, and assigns of the parties hereto.

33. **CERTIFICATION OF SIGNATORY:** Signatory represents and certifies that he/she is authorized to sign on behalf of the LICENSEE and that no additional signatures are required to carry out the activities contemplated herein.

34. **RELOCATION/TENANT RIGHTS:** LICENSEE understands and does hereby agree that LICENSEE, its tenants, employees, agents or others are in no way entitled to any relocation assistance and that this Agreement confers no tenant or relocation rights to LICENSEE.

35. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties.

36. **EXECUTION IN COUNTERPARTS**: This Agreement 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.

37. **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 a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

38. **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.

39. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

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Project: San Ysidro Farms License (Flood)  
APN: 092-231-017 (portion of)  
Folio: 003834  
Agent: MP

**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 DISTRICT.

"DISTRICT"  
SANTA BARBARA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

ATTEST:  
MONA MIYASATO,  
CLERK OF THE BOARD and Ex Officio  
Clerk of the Board of Directors of the  
Santa Barbara County Flood Control and  
Water Conservation District

By: \_\_\_\_\_  
Chair, Board of Directors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Scott McGolpin  
Director, Public Works Department

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, CPA, CFO  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Scott Greenwood  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED:

APPROVED:

\_\_\_\_\_  
Don Grady  
Real Property Division Manager

\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager

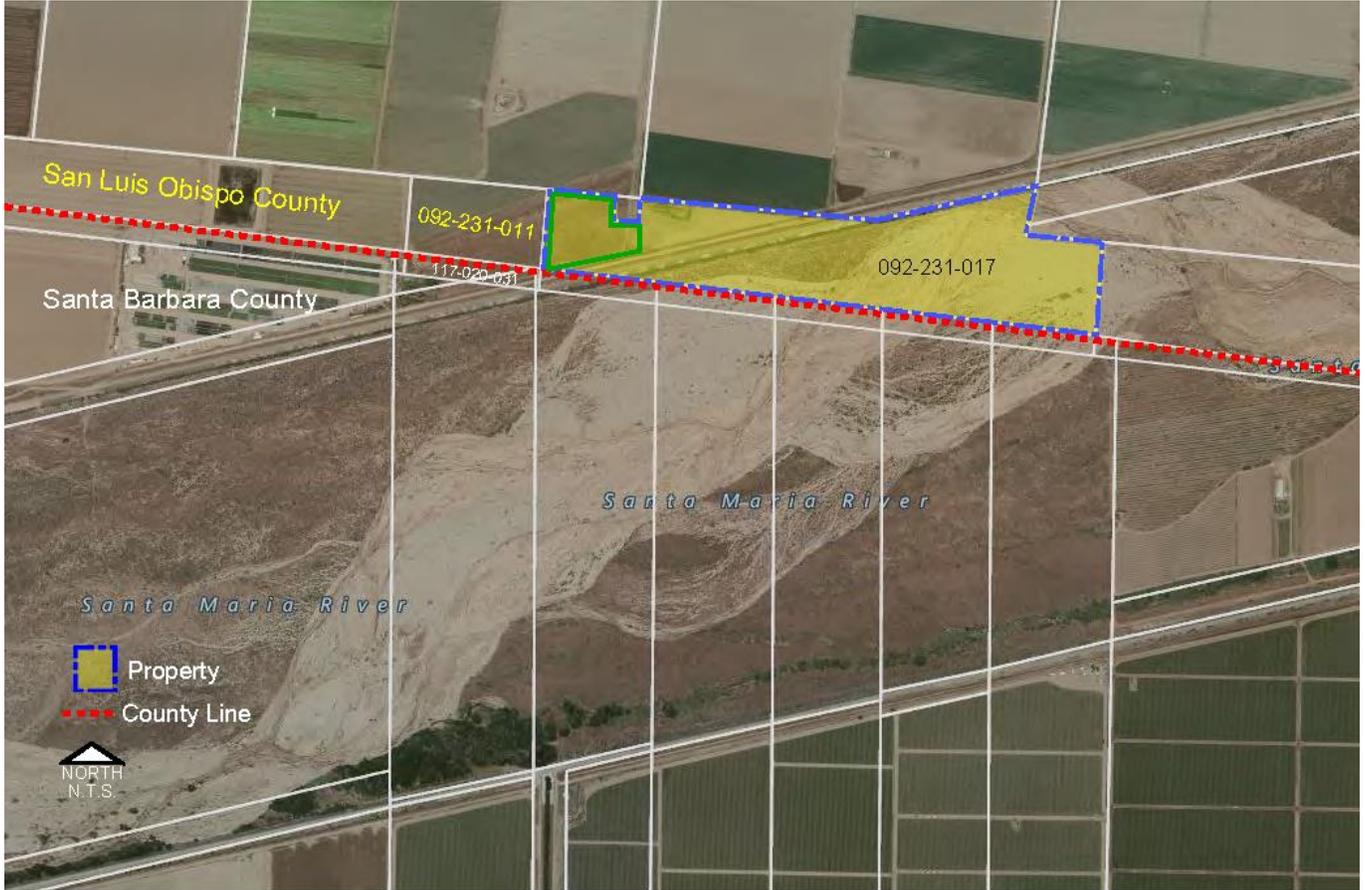
Project: San Ysidro Farms Land Lease Flood)  
APN: 092-231-017 (portion of)  
Folio: 003834  
Agent: MP

“LICENSEE”  
San Ysidro Farms, Inc.,  
a California Corporation

By: \_\_\_\_\_  
Roy E. Killgore, Owner

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**The Property**  
**APN 092-231-017**



**EXHIBIT "B"**  
**The Premises**  
**Farmable Portion of APN 092-231-017**



