

LICENSE AGREEMENT FOR ENTRY UPON CITY PROPERTY TO PERFORM GRUBBING AND CLEARING WORK

This license agreement for entry upon City property to perform grubbing and clearing work ("Agreement") is made and entered into this 6th day of February, 2007 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Standard Pacific, Corp., a Delaware corporation ("Licensee"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

A. Licensee is the owner of certain real property located northeast of City's airport on which Licensee is proposing to undertake a habitat mitigation pilot program for the San Bernardino Kangaroo Rat. As part of that pilot program, Licensee desires to grub and clear a pathway across certain City property (the "Property") as generally shown on Exhibit "A" attached hereto, to allow migration by the San Bernardino Kangaroo Rat from the Property to Licensee's property on which the pilot program will occur.

B. Licensee desires to obtain the right to enter upon the Property for the purpose of performing that grubbing and vegetation clearing work.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Standard Pacific, Corp. agree as follows:

AGREEMENT

1. License. City grants to Licensee, its employees and agents a license to enter upon the Property to perform grubbing and vegetation clearing work in the areas generally shown on Exhibit "A."

2. Term. This Agreement shall terminate on December 31, 2007.

3. Authorization. Licensee shall secure all authorizations and permits required to enter and use the Property as described herein and shall comply with all applicable federal, state, regional and local laws, ordinances and regulations.

4. Warranty. It is expressly understood and agreed that Licensee enters the Property in its "As Is" condition, and that City makes no representation, covenant, warranty or promise that the Property is fit for any particular use or

purpose for which this Agreement was entered into, and Licensee has not relied on any such representation, covenant, warranty or promise.

5. Fees. Licensee shall not be required to pay any compensation, fee or money to City for this License.

6. Assignment. This Agreement is for the sole benefit of Licensee and shall not be assigned or transferred. Any attempt to do so may cause this Agreement to be immediately terminated at City's sole discretion.

7. Termination. This Agreement may be terminated immediately, without liability to Licensee, at the sole option and discretion of City, and Licensee agrees to peaceably surrender its License under this Agreement upon demand by City.

8. Indemnity.

A. Licensee shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments which the City may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by Licensee of any obligation contained in this Agreement to be observed or performed by Licensee, or any wrongful act or negligence of Licensee or its agents or employees which relates to this Agreement, howsoever arising. Licensee acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

B. Licensee shall (except for those areas where Licensee is permitted to grub and clear) repair, replace and/or pay for any damage whatsoever that may occur due to Licensee's use of the Property, and shall return the Property to its pre-licensed condition, ordinary wear and tear excepted.

9. Comprehensive General Liability Insurance. Licensee shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance and endorsements shall be delivered to City prior to Licensee's entry upon the Property.

10. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties and supersedes any and all prior oral or

written agreements between the Parties hereto relating to the subject matter hereof. No other agreement, statement or promise made by the Parties or to any employee, officer or agent of the Parties shall be binding, except a subsequent amendment to this Agreement, in writing, executed by the Parties. All obligations of Licensee and City under this Agreement shall be joint and several.

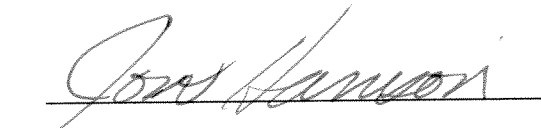
11. Amendment. Any amendment to this Agreement shall be in writing and executed by the Parties.

12. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for in-house counsel of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF REDLANDS

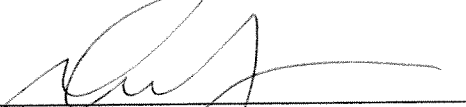

Jon Harrison, Mayor

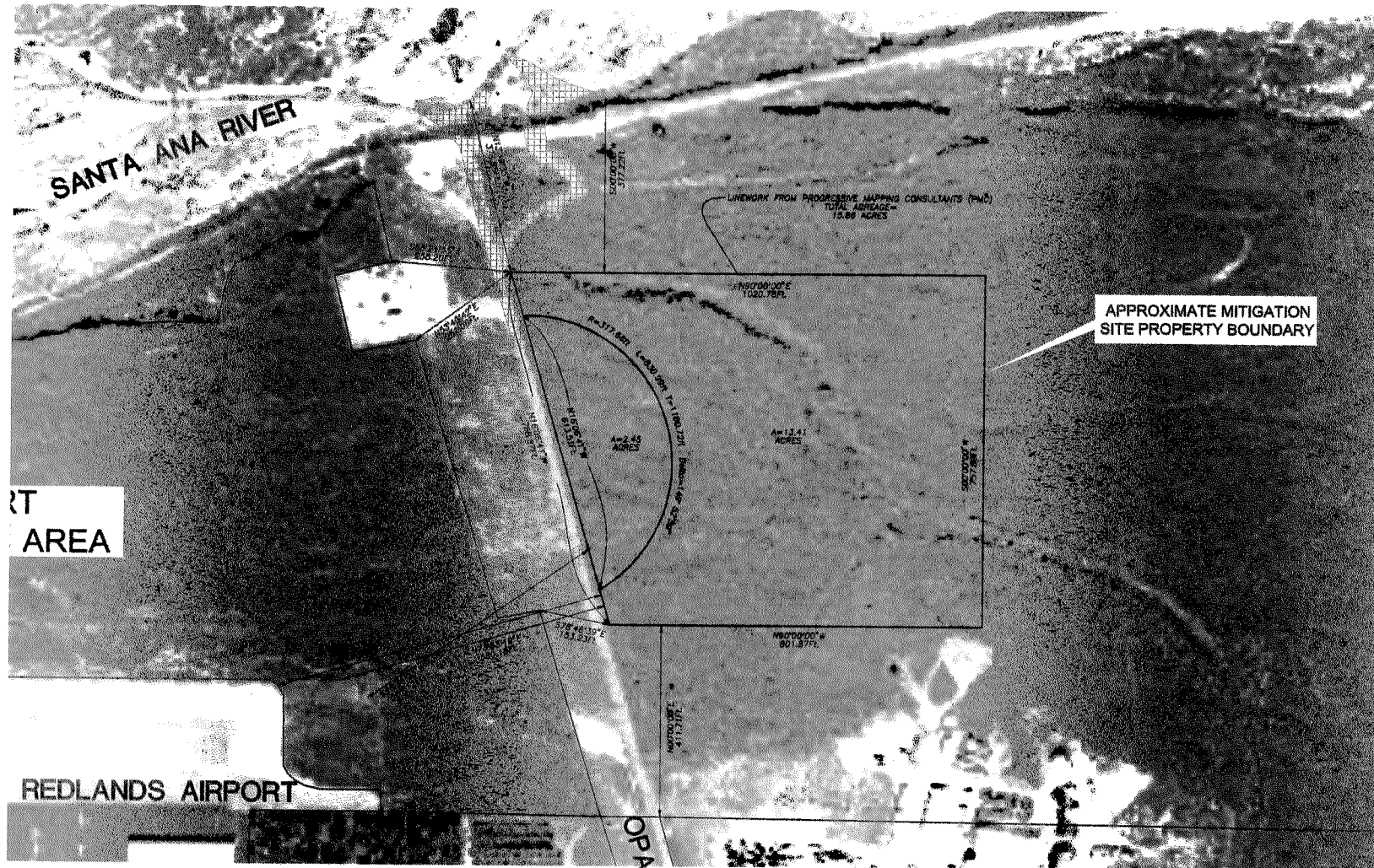
STANDARD PACIFIC, CORP.

By: 
August Belmont, Authorized Representative

ATTEST:


Lorrie Poyzer, City Clerk

By: 
Michael White, Authorized Representative



RT
AREA

APPROXIMATE MITIGATION
SITE PROPERTY BOUNDARY

REDLANDS AIRPORT

OPAL AVE

PREPARED BY:

MDS CONSULTING	17000 64th Ave. Suite 200 Van Nuys, CA 91411 Phone: 781-421-0881 Fax: 781-421-0882
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PLANNERS ENGINEERS SURVEYORS



City of Redlands Tr 16689
**K-RAT MITIGATION SITE
STAKING EXHIBIT**