

**AGREEMENT**

THIS AGREEMENT, ENTERED INTO ON THE DATE LAST WRITTEN BELOW, is between:

Mr. Justin Bosio and Michael C. Bosio Trustee of the Michael C. Bosio Revocable Trust referred to hereinafter as "OWNERS".  
and

County of Santa Barbara, a political subdivision of the State of California, referred to hereinafter as "COUNTY".

RECITALS

1. On December 28, 2004, a landslide occurred in which the slopes on the property above San Marcos Road broke loose, sending earth sliding down onto the road and onto the OWNERS' property below the road.
2. Upon being notified the COUNTY road maintenance crews removed the slide material from the road.
3. On January 3, 2005 the California Highway Patrol (CHP) reported to the COUNTY that another slide occurred on San Marcos Road. COUNTY road maintenance crews responded to clear the material.
4. Again on January 4, 2005 the CHP reported to the COUNTY that yet another slide occurred on San Marcos Road. COUNTY road maintenance crews responded again to clear the material.
5. On January 9, 2005 a Damage Inspection Team reported large boulders on the roadway and on the OWNERS below the road. In addition the Damage Inspection Team identified a slip out at this location on the OWNERS property.
6. Landslide material removal continued from the roadway through the month of January 2005.
7. On January 30, 2005 the CHP reported to the COUNTY that a large landslide had occurred that forced the closure of San Marcos Road.
8. On February 14, 2005 grading operation began with the purpose of stabilizing the slope above San Marcos Road.
9. Approximately 109 Haas avocado trees on OWNERS' property and belonging to OWNER were destroyed by the slide and the subsequent slope stabilization efforts.



SECTION I

COUNTY AGREES:

1. To repair OWNERS' work road from OWNERS' gate on San Marcos Road to the slide area.
2. To remove slide-damaged trees as identified by the OWNER.
3. To chip the removed trees and leave the debris on the OWNERS property.
4. To remove tree stumps and dispose of them outside of the OWNERS property.
5. To relocate approximately 2000 cubic yards of slide material from the slope and place it where the avocado trees were removed, as per OWNERS' direction.
6. To mechanically stabilize the slope where the 2000 yards of material were removed.
7. To replace approximately 120 feet of 18 inch drainage pipe damaged by the slide and subsequent slope stabilization efforts of COUNTY.
8. To place filter fabric and rock from the slide in failed areas identified by the OWNER.
9. To reimburse the OWNER for purchasing and planting lost trees including loss of crop value for up to six (6) years and replacing the irrigation system.

SECTION II

OWNER AGREES:

1. To mark the area within which all trees will be removed.
2. To serve as point of contact for all work on the OWNERS property.

SECTION III

RELEASE OF ALL CLAIMS:

1. The undersigned, being of lawful age, for the sole consideration and payment of 40,200 Dollars (\$40,200), does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge the County of Santa Barbara, its officers, agents, and employees, the County of Santa Barbara Public Works Department, its officers, agents, and employees, and his, her, their or its agents, servants, successors, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all claims, liens, actions, causes of action, demands, rights, damages, costs, including attorneys fees, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known bodily injury, property damage and/or any other theories of liability and the consequences thereof resulting or to

**County of Santa Barbara/Michael C. Bosio Revocable Trust Cooperative Agreement, San Marcos Road 05STRM, Area 2T19**

May 2006

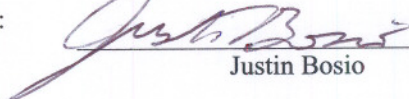
result from the landslide which occurred on or about December 28, 2005, and the subsequent debris removal, road clearing, slope stabilization, road repair, and all associated work.

2. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
3. This agreement shall terminate on December 31, 2007 unless all parties agree to an extension of time.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first last written below.

Justin Bosio and Michael C. Bosio Trustee of the  
Michael C. Bosio Revocable Trust  
1100 North Patterson  
Santa Barbara, CA 93111

County of Santa Barbara  
123 East Anapamu Street  
Santa Barbara, CA 93101

By:   
Justin Bosio

By: \_\_\_\_\_  
Chair  
Board of Supervisors

Date: 5/26/06

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

By: \_\_\_\_\_  
Clerk of the Board

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

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

Approved as to Form  
Stephen Shane Stark  
County Counsel

By: 



**County of Santa Barbara/Michael C. Bosio Revocable Trust Cooperative  
Agreement, San Marcos Road 05STRM, Area 2T19**

May 2006

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Approved as to Accounting Form

Robert W. Geis

Auditor-Controller

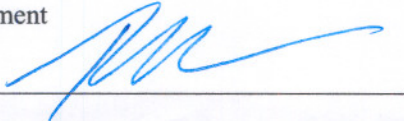
By:

  
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Approved as to Form

Risk Management

By:

  
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