

Recording requested by
and to be returned to:
General Services Department
Office of Real Estate Services
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103
No Tax Due

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 137-710-013

AGREEMENT TO PROVIDE WATER

This **AGREEMENT TO PROVIDE WATER** (hereinafter "Agreement") is made by and between LARRY M. ROBERTSON and COLLEEN ROBERTSON, husband and wife, (hereinafter "OWNERS") as the owners of Assessor Parcel Number 137-710-013, commonly known as 950 Ballard Canyon Road, Solvang, CA 93463 (hereinafter "Robertson Property", which property is legally described on Exhibit "A" attached hereto and incorporated herein by this reference); and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter "COUNTY").

WHEREAS, COUNTY has installed a water well and pumping system on that certain property identified as Assessor Parcel Number 137-120-056, commonly known as 716 Ballard Canyon Road, Solvang, CA 93463 (hereinafter "Supplying Property"), as well as a pipeline to transport the water from the well to a water tank located on the COUNTY-owned property identified as Assessor Parcel Number 137-710-016, commonly known as 942 Ballard Canyon Road, Solvang, CA 93463, (the well, pumping system, pipeline and water tank shall hereinafter be referred to as the "Water System") for the purpose of supplying water to several properties, including the Robertson Property; and

WHEREAS, COUNTY has also installed a water pipeline (hereinafter "Distribution Pipeline") from the Water System to the Robertson Property, for the purpose of providing water to the Robertson Property, and to the property adjacent to the Robertson Property, identified as Assessor Parcel Number 137-710-011, commonly known as 954 Ballard Canyon Road, Solvang CA 93463 (hereinafter "Robertson-Pollack Property"), all as shown on Exhibit "B", attached hereto and incorporated herein by reference; and

WHEREAS, OWNERS, the owners of the Supplying Property, as well as the owners of all other properties to be served by the Water System shall have the legal right to obtain water from the Water System in quantities sufficient to meet the minimum source yield requirements established by Chapter 34B of the Santa Barbara County Code; and

WHEREAS, COUNTY'S Public Works Department desires to connect the Distribution Pipeline to existing water lines on the Robertson Property, and to deliver water to the Robertson Property.

NOW, THEREFORE, in consideration of the premises and the provisions, covenants, and conditions, hereinafter set forth, OWNERS and COUNTY agree as follows:

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

2. **INSTALLATION OF WATER FACILITIES**: The Distribution Pipeline was installed within the following: (a) easements granted for ingress, egress, public utilities and incidental purposes by that deed recorded August 26, 1969, as Instrument Number 24564, in Book 2282, Page 548 of Official Records of Santa Barbara County; (b) easements granted for road and utility purposes as reserved in deed recorded on June 3, 1971, as Instrument Number 16496, Book 2349, Page 1231 of Official Records of Santa Barbara County; (c) easements granted for road and utility purposes as reserved in deed recorded on June 3, 1971, as Instrument Number 16499, Book 2349, Page 1235 of Official Records of Santa Barbara County; all of which easements are collectively shown on Parcel Map 11,304 Recorded in Parcel Map Book 7, Page 76, of the Office of the Santa Barbara County Recorder. The purpose of the Distribution Pipeline is to provide water to the Robertson Property, and to other neighboring properties. OWNERS hereby designate as OWNERS' agent, and approve of use by, COUNTY and any successor-in-interest in the Water System and Distribution Pipeline, of such existing easements for maintaining the Distribution Pipeline for public utility purposes. If necessary, at COUNTY'S sole discretion, OWNERS agree to execute any additional documents necessary to provide for COUNTY'S maintenance of the Distribution Pipeline within such easement areas.

Water from the Distribution Pipeline shall be delivered to the T-connection at the terminus of the Distribution Pipeline on the Robertson Property, and be transported from such T-connection to the water tanks on the Robertson Property through the existing water pipeline on the Robertson Property, as shown on Exhibit B hereto. OWNERS' existing pipeline also delivers water from the water tanks to the residence on the Robertson Property and to the Robertson-Pollack Property. All such existing pipeline shall hereinafter be referred to as ("OWNERS' Pipeline").

COUNTY has installed a water meter on the Robertson Property, the location of which is shown on Exhibit B hereto, that will meter the water delivered by the Water System to the Robertson Property for use by the Robertson Property and the Robertson-Pollack Property. COUNTY shall install any additional equipment required by the COUNTY'S Public Health Department ("Other Equipment") between the T-connection and the residence on the Robertson Property. COUNTY shall commence water delivery to the Robertson Property within sixty (60) days of receiving the necessary COUNTY Public Health Department permits to operate that portion of the Water System that will provide water to the Robertson Property. OWNERS shall have the legal right to obtain water from the Water System in quantities sufficient to meet the minimum source yield requirements of not less than three (3) gallons per minute, as established by Chapter 34B of the Santa Barbara County Code. Notwithstanding the foregoing, nothing in this Agreement shall limit the amount of water to be delivered to the OWNERS as contained in any prior agreement between the parties.

Once COUNTY has commenced water delivery to the Robertson Property, OWNERS shall not accept water delivery from any other source except for bottled drinking water. In the event OWNERS accept water delivery from any other source (except for bottled drinking water), OWNERS shall pay the Fair Market Rate (as defined in Section 7 below) for any water delivered by the Water System.

In addition, OWNERS shall terminate all use of the water well located on Santa Barbara County Assessor Parcel Number 137-120-063 (commonly known as 880 Ballard Canyon Road, Solvang, CA 93463, and hereinafter referred to as the "Hovas Property"), and not use any water source lacking COUNTY'S regulatory agency approval. OWNERS shall allow COUNTY to use said water well as a monitoring well for the purpose of monitoring the ground water from that well site. OWNERS hereby grant COUNTY access to the well site on the Hovas Property, pursuant to that "Grant Deed and Conveyance of Water Rights and Facilities", recorded as Instrument Number 92-018313 in the Official Records of the County of Santa Barbara, for the purpose of monitoring the water in the water well on the Hovas Property. At COUNTY'S sole discretion, COUNTY may make modifications to said well as part of COUNTY'S effort to discontinue use of said well by OWNERS. If said well meets the requirements for OWNERS' use as previously agreed to by the parties, COUNTY shall, at COUNTY'S sole cost, return said well to operation for OWNERS' use.

COUNTY shall be responsible for maintaining and operating the Water System and all portions of the Distribution Pipeline until COUNTY terminates its involvement with the Water System as set forth in Section 12, COUNTY'S TERMINATION AS WATER SYSTEM OPERATOR.

OWNERS, or their successors in interest, may give reasonable notice to COUNTY of their desire to have a water meter installed on or near the Robertson-Pollack Property for the purpose of separately metering the water delivered to the Robertson-Pollack Property by the Water System. Until such time as the water delivered to the Robertson-Pollack Property is separately metered, OWNERS shall pay OWNERS proportionate share of the cost of the water delivered by the Water System to the Robertson Property, as such share is agreed to between OWNERS and the owners of the Robertson-Pollack Property. Alternatively, COUNTY, at its option, may install a water meter on or near the Robertson-Pollack Property for the purpose of separately metering the water delivered to the Robertson-Pollack Property by the Water System.

3. **REPAIR OF ROAD:** Once COUNTY has completed installation of the water facilities and commenced water delivery to the Robertson Property, COUNTY shall repair the portion of the road serving the Robertson Property and the Robertson-Pollack Property to the condition which existed prior to the COUNTY'S trucking in of water by grading the road to remove erosion damage and damage due to the use of the road by COUNTY'S water delivery truck.

4. **RIGHT OF ENTRY:** OWNERS do hereby grant to COUNTY the right to enter the Robertson Property to install, read, maintain, repair and replace the water meter and any portion of the Distribution Pipeline now or hereafter existing on the Robertson Property.

5. **OWNERS' MAINTENANCE AND REPAIR:** OWNERS shall share with the owners of the Robertson-Pollack Property the responsibility and cost of maintenance, repair and replacement of the T-connection from the Distribution Pipeline on the Robertson Property, the OWNERS' Pipeline, Other Equipment, and the water tanks on the Robertson Property for so long as OWNERS are receiving water from the Water System.

OWNERS shall grant to the owners of the Robertson-Pollack Property be responsible for obtaining and maintaining any and all rights necessary to allow the owners of the Robertson-Pollack Property to maintain OWNERS' Pipeline and Other Equipment on the Robertson Property, as well as all rights necessary for access to the Robertson Property for the purpose of maintaining and repairing any of OWNERS' Pipeline facilities located on the Robertson Property.

OWNERS shall be responsible for repairing any damages to the Distribution Pipeline caused by OWNERS.

In the event the portion of the Distribution Pipeline that crosses the Robertson Property is damaged or otherwise in need of repair, OWNERS shall immediately report the need for repair to COUNTY at 805-739-8755 (or such other number as may be designated by COUNTY), and COUNTY shall make such repairs. If OWNERS have caused the damages, OWNERS shall indicate who will complete the repairs and the timeframe for completion pursuant to Section 6 herein below.

In the event OWNERS do not maintain OWNERS' Pipeline to the extent it is leaking, or poses a danger to the Water System or the public, COUNTY reserves the right to shut off the water serving the Robertson Property until it is repaired. If said repairs are not completed in a timely manner and COUNTY turns the water off, the water will not be turned back on until the OWNERS have had the damage to the OWNERS' Pipeline or plumbing facilities professionally repaired, inspected and approved by COUNTY. The COUNTY approval shall be given in a timely manner and shall not unreasonably be withheld.

In addition, COUNTY reserves the right, at COUNTY'S sole discretion, to enter upon the Robertson Property to conduct emergency repairs to any portion of the Distribution Pipeline, OWNERS' Pipeline, T-Connection, or Other Equipment on the Robertson Property. In the event COUNTY determines, in its sole discretion, that emergency repairs are required, COUNTY may complete such emergency repairs without further authorization from OWNERS, and may bill OWNERS for the reasonable cost thereof.

OWNERS may have the existing water company currently serving the Robertson Property and Robertson-Pollack Property, or a future water company, manage the distribution of water and maintenance costs between the Robertson Property and Robertson-Pollack Property.

6. **COUNTY'S MAINTENANCE AND REPAIR:** COUNTY shall maintain, repair or replace the Water System and all portions of the Distribution Pipeline, and may do emergency repairs, at COUNTY'S option, to those portions of the Distribution Pipeline that are on privately-owned property and have been caused by but not promptly repaired by OWNERS. COUNTY shall maintain, repair or replace the water meter serving the Robertson Property as needed, and reserves the right to conduct emergency repairs at COUNTY'S discretion. In the event the Water System is damaged or needs repair, the OWNERS shall call COUNTY at 805-739-8755 (or such other number as may be designated by COUNTY) and immediately report the need for repair, and COUNTY shall perform such repair. In the event the leak or damage happens when the COUNTY is closed and poses a threat to public health and safety, the OWNERS shall immediately call the Layne Christensen Company at 805-925-9931 or 805-896-4951, or such other service company as may be designated by COUNTY (hereinafter the "Service Company"). If no one responds at the Service Company the OWNERS shall call a plumber or a water well driller licensed in the State of California and order the needed repair. COUNTY shall pay for repairs performed on the portion of the Water System and Distribution Pipeline that are the responsibility of COUNTY.

7. **CONNECTION and WATER DELIVERY COSTS:** COUNTY shall pay all connection costs associated with the connection of the OWNERS' Pipeline to the Distribution Pipeline.

Until such time as a water meter is installed on or near the Robertson-Pollack Property for the purpose of separately metering the water delivered to the Robertson-Pollack Property by the Water System, OWNERS shall pay OWNERS' proportionate share of the cost of the water delivered by the Water System to the Robertson Property, and water delivered by the Water System to the Robertson Property shall be billed at a rate of thirty-nine cents (\$.39) per 100 cubic feet of water delivered to the Robertson Property.

If a water meter is installed to separately meter the Robertson-Pollack Property, water delivered by the Water System to the Robertson Property and the Robertson-Pollack Property shall be billed at a rate of thirty-nine cents (\$.39) per 100 cubic feet of water delivered to each respective property. Until such a water meter is installed, COUNTY shall provide one bill for both the Robertson and the Robertson-Pollack Properties.

In addition to OWNERS proportionate share of the cost of water delivered to the Robertson Property, OWNERS shall pay COUNTY, or its successors and assigns, TWENTY-FIVE (25) DOLLARS per month for the Robertson Property for maintenance and repair of the Water System (the "Maintenance Fee").

Commencing on July 1, 2012, and on each July 1 thereafter, the rates charged per 100 cubic feet of water delivered to the Robertson Property, and the rate charged per month for the Maintenance Fee shall each be increased by the same percentage that electrical costs have increased for the previous year ending in June, based on the rates per kWh of the local electricity provider (currently PG&E) for the Petersen well. Water delivery and the Maintenance Fee charges shall be calculated on a quarterly basis on the 1st of January, April, July and October of each year. Payment shall be made to the County of Santa Barbara on a quarterly basis and shall be due on or before the 1st of February, May, August and November of each year, and shall be delivered to:

County of Santa Barbara
Resource Recovery and Waste Management
130 East Victoria Street, Suite 100 (attn: Accounting)
Santa Barbara, CA 93101.

Payments which are not received by COUNTY within thirty (30) days of when they are due are subject to a late penalty, without notice to OWNERS, of fifteen percent (15%) of the amount then due.

If OWNERS have not paid any bill within 30 days of when it is due, COUNTY will send a reminder notice and bill. If OWNERS do not respond to that reminder notice within thirty (30) days of the mailing of same, the COUNTY reserves the right to turn the water off at the meter serving the Robertson Property until such time as the entire balance due, including penalties, is paid in full.

In no event shall any water delivered to the Robertson Property by the Water System or by OWNERS' Pipeline be diverted for use by any other property or purpose other than operation and maintenance of the Robertson Property.

OWNERS shall have the right to transfer ownership of the Robertson Property to an immediate family member one (1) time without any effect on the rates paid for water from the Water System. OWNERS shall also have the right to transfer ownership of the Robertson Property

any number of times to a legal entity such as a trust that qualifies for a property tax reassessment exclusion, as determined by the County Clerk-Recorder-Assessor's Office (hereinafter a "Reassessment Exclusion"), without any effect on the rates paid for water from the Water System. Any such transfer of ownership as described in this paragraph shall hereinafter be referred to as a "New Rate Exclusion Transfer".

The first transfer of the Robertson Property that is not a New Rate Exclusion Transfer shall subject the new property owners to pay a new rate (the "Second Rate") for water which is equal to the then-current Tier 2 rate for Rural Residential/Limited Ag use charged by the Santa Ynez River Water Conservation District, Improvement District No. 1 (the "Water District"), a current schedule of which is shown solely for illustrative purposes on Exhibit C attached hereto and incorporated herein by this reference. In addition, the Maintenance Fee shall be increased by twenty-five dollars (\$25.00) per month.

Any subsequent transfer of the Robertson Property which does not qualify for a Reassessment Exclusion shall subject the new owner(s) of the Robertson Property, if they receive water from the Water System, to pay for water delivery costs to the COUNTY or alternative Water System operator at the same rates per 100 cubic feet of water charged for the Rural Residential/Limited Ag classification by the Water District, or any successor in interest (hereinafter "Fair Market Rate"). Such owner shall also be required to pay the monthly water system charge for a 1" (one-inch) meter charged by the Water District, but shall no longer be required to pay the Maintenance Fee.

In addition, in the event OWNERS accept water delivery from any other source except bottled drinking water, OWNERS shall pay the Fair Market Rate for any water delivered by the Water System. If the Water System requires repairs or maintenance and it is necessary for COUNTY to deliver an alternate source of water for residential purposes, this arrangement shall not trigger such requirement to pay Fair Market Rate for such water.

8. **TERM:** The term of this Agreement shall commence upon final execution of this Agreement and shall continue until COUNTY terminates its involvement in the Water System pursuant to Section 12 hereof. Upon termination of this Agreement, OWNERS will pay the market rate for water delivered to the Robertson Property by the Water System, or such rates as may be negotiated pursuant to Section 12 herein.

9. **INDEMNIFICATION:** For so long as the COUNTY operates the Water System, the OWNERS shall defend and indemnify the COUNTY, its officers, agents, volunteers, contractors and employees (if any) from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities and causes of action arising from the operation, use, and maintenance of the Distribution Pipeline, the OWNERS' Pipeline, and Other Equipment, including but not limited to any act or omission to act on the part of OWNERS or their agents, personnel, tenants, employees, or independent contractors directly responsible to OWNERS; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY, its officers, agents, volunteers and employees.

10. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** OWNERS and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by OWNERS or COUNTY, 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 OWNERS or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

11. **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:

COUNTY: Santa Barbara County Public Works Department
Resource Recovery and Waste Management Division
Attn: Deputy Director
130 E. Victoria Street, Suite 100
Santa Barbara, CA 93101
(805) 882-3600

OWNERS: Larry and Colleen Robertson
950 Ballard Canyon Road
Solvang, CA 93463

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.

12. **COUNTY'S TERMINATION AS WATER SYSTEM OPERATOR:** OWNERS hereby agree to use their best efforts to join with the other users of the Water System in forming a water company under State law for the production and distribution of water from the Water System. In the event COUNTY terminates its involvement in the Water System, COUNTY shall have no further liability or responsibility associated with the Water System.

In the event COUNTY terminates its involvement in the Water System, and the owners of the Supplying Property become the water provider to the Robertson Property, terms regarding the payment of costs associated with the management, maintenance and operation of the Water System and Distribution Pipeline shall be negotiated in good faith between the owners of the Supplying Property and the OWNERS of the Robertson Property. Notwithstanding the foregoing, OWNERS shall be free to arrange for water supply to the Robertson Property with any alternative water provider(s) OWNERS may choose.

In the event COUNTY no longer operates the Water System and a water company is established by and for the users of said Water System pursuant to California Water Code 7000, et seq., each user of the Water System shall have a proportionate interest in the Water System, together with the right to take and use, for the benefit of the property held by the respective user/parcel owner, their proportionate share of all water produced by the Water System.

13. **ASSIGNMENT:** This Agreement, including any interest in this Agreement, shall not be assigned without the prior written consent of COUNTY. Any purported assignment of this Agreement or any rights hereof without such written consent by COUNTY shall be void and of no effect.

14. **WAIVER:** It is understood and agreed that any waiver, expressed 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.
15. **COMPLIANCE WITH THE LAW:** OWNERS shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting their connection to the Water System and Distribution Pipeline. Nothing herein shall be construed to exempt the OWNERS from obtaining building or other permits required to connect to the Water System and Distribution Pipeline.
16. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make COUNTY a partner of, nor a joint venturer with OWNERS, or associated in any other way with OWNERS in the use of the Water System and Distribution Pipeline, or to subject COUNTY to any obligation, loss, charge or expense resulting from or attributable to OWNERS' use of the Water System and Distribution Pipeline.
17. **AGENCY DISCLOSURE:** OWNERS acknowledge that the Santa Barbara County Public Works Department is the agent for the COUNTY exclusively, and is neither the agent for the OWNERS nor a dual agent in this transaction.
18. **SUCCESSORS IN INTEREST:** This Agreement shall bind and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors in interest, and assigns.
19. **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.
20. **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.
21. **CERTIFICATION OF SIGNATORIES:** Signatories represent and certify that they are the OWNERS of the Robertson Property and that no additional signatures are required to carry out the activities contemplated herein.
22. **RELOCATION/ TENANT RIGHTS:** OWNERS understand and hereby agree that OWNERS, their 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 OWNERS or others.
23. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties.

24. **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.

25. **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: Water System Agreement
APN: 137-710-013
Folio: 003563
Agent: HH & DG

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

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors
County of Santa Barbara

By: _____
Deputy Clerk

"OWNERS"

LARRY M. ROBERTSON and COLLEEN ROBERTSON, husband and wife

Larry M. Robertson by Colleen Robertson
LARRY M. ROBERTSON *as attorney in fact*

Colleen Robertson
COLLEEN ROBERTSON

original

OWNERS ACKNOWLEDGMENT

State of California
County of Santa Barbara

On March 14, 2011, before me, Stephen Balfour-Ritchie, a

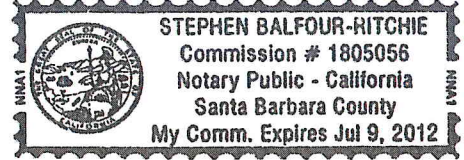
(Name of Notary)

Notary Public, personally appeared Colleen Robertson, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: [Handwritten Signature] (Seal)




Original


Project: Water System Agreement
APN: 137-710-013
Folio: 003563
Agent: HH & DG

COUNTY APPROVAL PAGE

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel


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

By: 
Deputy

APPROVED:

For 
Public Works Director
Scott McGolpin

APPROVED:


Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED:


Ron Carlentine
Real Property Manager

original

EXHIBIT A

DESCRIPTION

Robertson Property

PARCEL ONE:

Parcel C of Parcel Map No. 11,304, in the County of Santa Barbara, State of California, as per map filed in Book 7, Page 76 of Parcel Maps, in the Office of the County Recorder of said County.

EXCEPTING therefrom all oil, petroleum and other hydrocarbons substances, including natural gas, in, under and upon said land.

PARCEL TWO:

An easement for ingress and egress, public utilities and incidental purposes, over a strip of land 60.00 feet wide as described and created in deed recorded August 26, 1969 as Instrument No. 24564, Book 2282, Page 548 of Official Records of Santa Barbara County.

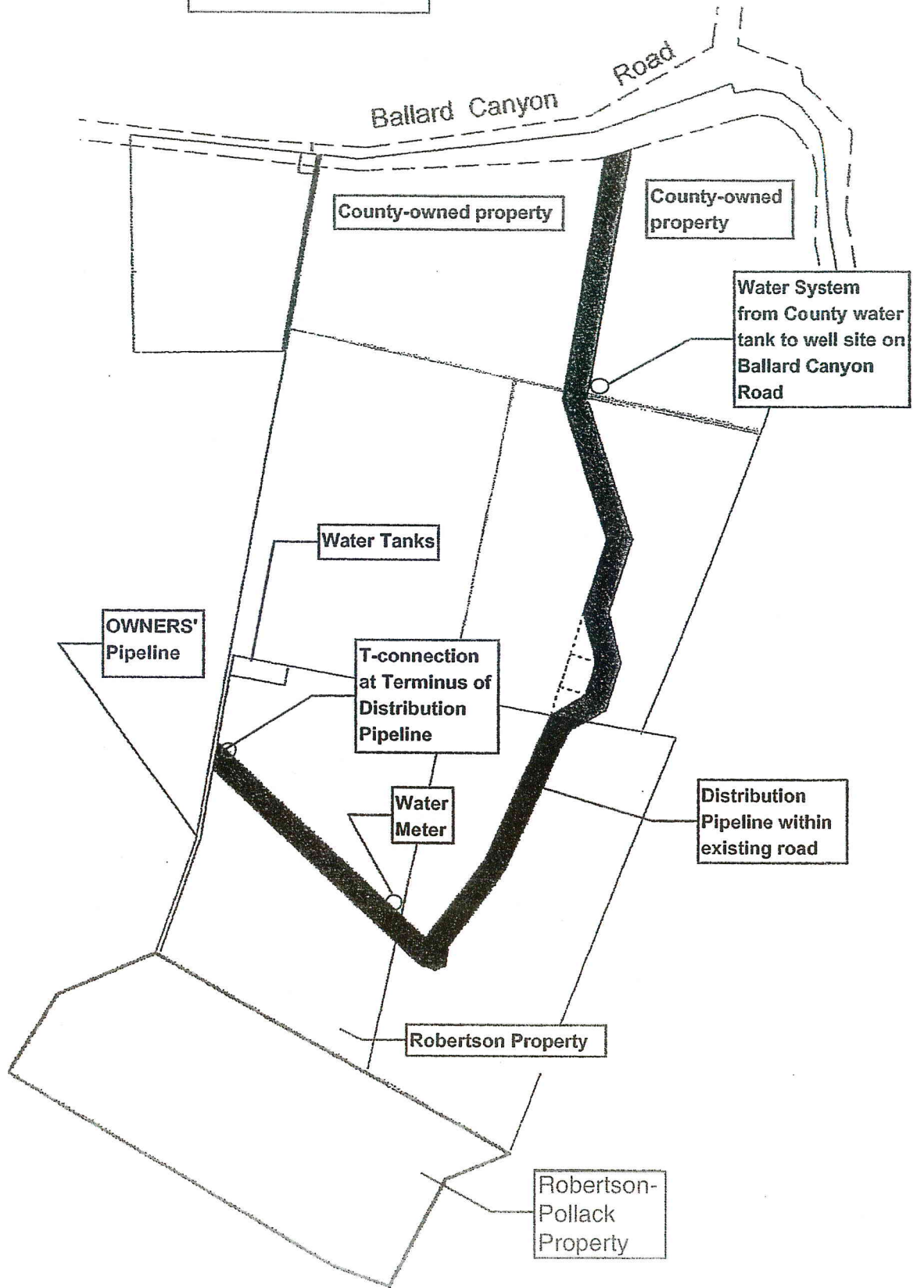
PARCEL THREE:

Easements for road and utility purposes as reserved in deed recorded on June 3, 1972 as Instrument No. 16496, Book 2349, Page 1231, Official Records in, on, over and under those areas shown as 60 foot private road easements within Parcel B of Parcel Map No. 11,304 above referred to.

APN# 137-120-51 (former APN)

Current APN # 137-710-013

EXHIBIT B
Robertson Property



Santa Ynez River Water Conservation District,
Improvement District No. 1

Water Rates Effective 11/1/10

<i>Type of Use</i>		<i>Per 100 Cubic Feet (cf)</i>
Domestic		\$2.71
Rural Residentail/Limited Ag		
Tier 1:	1st 70 Units	\$2.71
Tier 2:	Over 70 Units	\$0.54
Agriculture (No Dwellings)		\$0.36
Cachuma Park		\$2.71
City of Solvang		\$2.71
Temporary		\$4.07 (Minimum \$25.00)

<i>Domestic, Rural Residential / Limited Agriculture & City of Solvang</i>	
Meter Size	Monthly Water System Charge
5/8"	\$31.00
3/4"	\$37.10
1"	\$61.60
1 1/2"	\$122.90
2"	\$195.00
3"	\$392.40
4"	\$553.40
6"	\$1,227.30
8"	\$1,964.10

<i>Agricultural</i>	
Meter Size	Monthly Water System Charge
1 1/2"	\$49.00
2"	\$81.00
3"	\$163.00
4"	\$227.00
6"	\$507.00

Exhibit C