



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of
Supervisors
105 E. Anapamu Street, Suite
407
Santa Barbara, CA 93101
(805) 568-2240

SEP NOV 24 PM 14:50
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS
Department Name: General Services
Department No.: 063
For Agenda Of: December 8, 2009
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: 4/5

TO: Board of Supervisors
FROM: Department Bob Nisbet, Director (560-1011)
Directors(s) General Services Department
Contact Info: Paddy Langlands, (568-3096)
Assistant Director, Support Services Division
SUBJECT: Execution of Real Property Purchase Contracts and Acceptance of Grant Deed
for 1073 Toro Canyon Road (APN 155-020-015)
First Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk

As to form: Yes

Recommended Actions: That the Board of Supervisors:

- a. Approve and execute the attached original and duplicate original Real Property Purchase Contract and Escrow Instructions with John P. Thorndike, as owner of 1073 Toro Canyon Road (APN 155-020-015) in the amount of \$30,000;
- b. Accept the attached original Grant Deed to the real property conveyed from John P. Thorndike, as owner of 1073 Toro Canyon Road (APN 155-020-015), to the County of Santa Barbara by authorizing the Clerk of the Board to sign the Certificate of Acceptance attached thereto.
- c. Approve the attached Notice of Exemption pursuant to Section 15313 of the California Environmental Quality Act (CEQA) Guidelines;

Summary Text:

John P. Thorndike, the property owner of 1073 Toro Canyon Road (APN 155-020-015, hereinafter referred to as the "Property"), has executed the attached Real Property Purchase Contract and Escrow Instructions and Grant Deed for the purpose of conveying the Property to the County of Santa Barbara, which will provide the County with more control over the oil/water separation equipment the Environmental Protection Agency (EPA) transferred to the County in January, 2009, in an effort to protect habitat and watershed.

Background:

Approximately 100 years ago, it appears an exploratory horizontal oil well was drilled at a site in the immediate vicinity of the Property. It is not known with certainty at this time if the horizontal oil well caused or contributed to the release of oil to the surface at the site or if the oil release is purely the result of natural oil seepage.

In any event, the site has released crude oil into Toro Canyon Creek on numerous occasions over the years. In July, 1997, the oil/water separator system at the site was vandalized, resulting in a major spill of over 3,000 gallons of oil into Toro Creek. The spill polluted the creek from the site of the release along a 4.5 mile length to the Pacific Ocean.

The U.S. Environmental Protection Agency (EPA) commenced cleanup efforts, dismantled the existing oil/water separator, and designed and installed a new oil/water separator system. In 2005, the EPA contacted the County and indicated that it would terminate its involvement in operating the oil/water separator system. As a result, the County was forced to take over responsibility of operating the oil/water separator system in January 2009.

Portions of the oil/water separator system are located on the Property. The EPA took emergency action without documented approval from the landowners to set up the oil/water separator facility, but subsequently received transferable access agreements necessary to remove oil from the site. The County has assumed the rights of these licenses for the same purpose and is currently operating and maintaining the facilities through the rights granted therein.

However, acquisition of the Property would give the County *permanent* rights to access, operate and maintain the portions of the facilities that are currently located on the Property.

Mr. Thorndike recently conveyed a willingness to sell the Property to the County, and On December 9, 2008, the Board of Supervisors authorized the Office of Real Estate Services to make an offer to purchase the Property based on the County's appraised market value.

The property is a strip of land approximately 40' wide and approximately a quarter mile long. Its value is constrained by the fact that much of it is located within Toro Canyon Creek or on steep hillsides. Setbacks from the property lines, top of creek bank and the lack of access for fire safety vehicles make the property almost certainly entirely undevelopable.

The County's appraiser, Jim Hammock, appraised the value at \$30,000 for the 1.25 acre property, and the County offered to purchase Mr. Thorndike's property for this price. On November 23, 2009, Mr. Thorndike accepted the County's offer to purchase the Property and executed the attached documents.

Fiscal and Facilities Impacts:

The County may have received funds from the EPA Toro Canyon Reserve, which may be sufficient for the purchase of the Property. The Fiscal impacts are \$30,000 for the purchase of the Property and miscellaneous escrow costs estimated to total \$1,500 to \$2,000. There are no Facilities Impacts associated with the attached documents, as the County addressed these impacts when it assumed responsibility of the oil/water separator facilities in January, 2009.

Special Instructions: After Board action, distribute as follows:

- | | |
|---|-------------------------------------|
| 1) Original Notice of Exemption | Clerk of the Board |
| 2) Copy of Notice of Exemption | GS/Real Estate Svcs., Attn: H. Heyl |
| 3) Original and duplicate original Purchase Contracts | GS/Real Estate Svcs., Attn: H. Heyl |
| 4) Copy of Purchase Contract | Clerk of the Board File |
| 5) Original Grant Deed | GS/Real Estate Svcs., Attn: H. Heyl |
| 6) Copy of Grant Deed | Clerk of the Board File |
| 7) Minute Order | GS/Real Estate Svcs., Attn: H. Heyl |

NOTE: The Office of Real Estate Services (ORES) will keep the original Purchase Contract in its files and deliver the duplicate original Purchase Contract to Mr. Thorndike for his records. ORES will open escrow and deliver the Grant Deed to the escrow officer for recording. After recordation a copy of the recorded Grant Deed will be delivered to the Clerk of the Board for its files.

Attachments:

Original Notice of Exemption
Original and Duplicate Original Real Property Purchase Contract and Escrow Instructions
Original Grant Deed

Authored by:

Harrison Heyl, Office of Real Estate Services

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

**FROM: General Services Department,
Support Services Division,
Office of Real Estate Services
(Lead Department/Division)**

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970 (Pub. Res. Code Section 21000 et seq.), as defined in the State CEQA Guidelines and County Revised CEQA Guidelines.

APN(s) 155-020-015

Project No. 003584

LOCATION: Santa Barbara County, Toro Canyon, CA

PROJECT TITLE: Toro Canyon Oil Seep

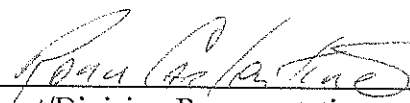
PROJECT DESCRIPTION. This project consists of acquiring land which consists of a portion of Toro Canyon Creek to protect habitat and watershed. The existing improvements may remain on the land to allow for habitat and watershed protection.

EXEMPT STATUS:(Check One)

- Ministerial
- Statutory
- Categorical Exemption
- Emergency Project
- No Possibility of Significant Effect

Cite specific CEQA Guideline Section 15313: Acquisition of land for habitat purposes and watershed protection.

Reasons to support exemption findings: The acquisition of land will allow the County to continue operating equipment which separates oil seeping from an abandoned oil well from the waters of Toro Canyon Creek. The County has the responsibility for the operation and maintenance of the oil separation equipment on the land.



Department/Division Representative

November 24, 2009

Date

NOTE: A copy must be posted at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statute of limitations on legal challenges.

Date File of County Clerk

Project: Toro Canyon Oil Seep
A.P.N.: 155-020-015
Folio: 003584
Agent: HCH

REAL PROPERTY PURCHASE CONTRACT AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY PURCHASE CONTRACT AND ESCROW INSTRUCTIONS ("Contract") is made and entered into by and between John P. Thorndike ("OWNER"), and the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), with reference to the following:

WHEREAS, OWNER is the fee simple owner of a parcel of land, in the County of Santa Barbara, State of California, commonly identified as Santa Barbara County Assessor's Parcel Number 155-020-015, located at 1073 Toro Canyon Road, and more particularly described on Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property is currently encumbered with equipment which separates oil seeping from an abandoned oil well from the waters of the creek in Toro Canyon; and

WHEREAS, such oil separation equipment is owned by the Environmental Protection Agency (EPA); and

WHEREAS, COUNTY is being required to take over responsibility for the operation and maintenance of the oil separation equipment on the Property.

NOW THEREFORE, in light of the foregoing and in consideration of the premises, agreements, releases, representations, and the mutual covenants and conditions contained herein, COUNTY and OWNER agree as follows:

1. **SALE AND PURCHASE PRICE.** COUNTY agrees to purchase and OWNER agrees to sell to COUNTY, fee ownership of the Property.

The total purchase price for the Property shall be THIRTY THOUSAND DOLLARS (\$30,000.00).

OWNER shall execute and return this Contract to COUNTY for final execution by COUNTY'S Board of Supervisors, and thereafter COUNTY shall deposit this Contract with the Escrow Holder hereinafter named. OWNER shall concurrently execute a Grant Deed conveying the Property to the COUNTY, which Grant Deed shall be deposited in escrow for "acceptance" by the COUNTY'S Board of Supervisors. Such Grant Deed shall only be recorded at close of escrow as defined herein below.

At least one (1) day prior to the close of escrow, COUNTY shall deposit with the escrow officer the purchase price plus COUNTY'S costs of prorations, fees, and expenses pursuant to this Contract.

2. **CONDITIONS PRECEDENT**: In addition to other conditions included herein, the following are express conditions precedent to COUNTY'S duty to purchase the Property:

A. COUNTY must complete the requirements of Government Code Section 65402 and the California Environmental Quality Act (CEQA) environmental review process. COUNTY shall obtain a report from the Planning Agency as to the conformity of the acquisition of the Property with the COUNTY'S adopted General Plan. In the event the CEQA environmental review process and the Government Code Section 65402 compliance are not completed within sixty (60) days of the opening of escrow, OWNER and COUNTY agree that escrow shall be extended for up to thirty (30) days. In the event that COUNTY fails to obtain permission for its intended use of the Property or if the process is not completed within the stated time extension, both parties shall have the right to terminate this Contract.

B. Completion of an Environmental Site Assessment (hereinafter "ESA") and approval of the ESA by the Director of General Services, or designee, which approval shall not unreasonably be withheld. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 5 below. If the ESA is not completed and approved within the stated time, then COUNTY shall have the right to extend the escrow period by thirty (30) days. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended for up to sixty (60) days in order for OWNER to resolve the potential liability.

C. In the event that these conditions precedent are not satisfied, COUNTY may terminate this Contract with no further liability.

3. **ESCROW AND OTHER FEES**: Within thirty (30) days following the execution of this Contract by COUNTY, COUNTY shall open escrow at Chicago Title Company, 1101 Anacapa Street, Santa Barbara, California, with escrow instructions to be based upon the terms and conditions set forth herein, and COUNTY shall deposit therein this Contract. This Contract shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. However, COUNTY and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract, including any additional documents required to satisfy OWNER'S obligation to deliver marketable title to COUNTY which will allow the Escrow Holder to issue a standard California policy of title insurance. On behalf of COUNTY, the Director of General Services Department, or designee, shall execute the necessary escrow instructions and/or other related documents which may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any related escrow documents, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver this fully-executed Contract and the OWNER-executed Grant Deed to the Escrow Officer within ten (10) days of execution hereof by

COUNTY. The date of the close of escrow shall be on or before sixty (60) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the satisfaction of all conditions herein stated and the recordation of the Grant Deed which vests title to the Property in COUNTY or its assignee.

b) Upon the opening of escrow and the deposit therein of the fully-executed Contract and OWNER-executed Grant Deed, the Escrow Officer shall issue a certified copy of the OWNER-executed Grant Deed to COUNTY for "acceptance" by the COUNTY'S Board of Supervisors. Upon such acceptance, COUNTY shall deliver the original "Certificate of Acceptance" to the Escrow Officer for recording at the close of escrow.

c) Escrow, title and other fees shall be paid as follows:

i. COUNTY shall pay the County Documentary Transfer Tax ("Transfer Tax").

ii. COUNTY shall pay for a standard California title insurance policy covering the Property.

iii. COUNTY shall pay for any additional title insurance coverage that may be required by COUNTY.

iv. COUNTY shall pay all escrow fees incurred. However, if escrow is cancelled by OWNER prior to the close of escrow, OWNER shall pay all escrow fees incurred.

d) Escrow Officer shall be obligated as follows:

i. To provide a current preliminary title report covering the Property; and

ii. To release a certified copy of the OWNER-executed Grant Deed to COUNTY within ten (10) days of the opening of escrow so that COUNTY may present same to its Board of Supervisors to facilitate execution of a Certificate of Acceptance; and

iii. To record the Grant Deed and Certificate of Acceptance upon the close of escrow; and

iv. To issue or have issued to COUNTY the standard California policy of title insurance required herein; and

v. To deliver the purchase money to OWNER at the close of escrow.

4. **COMMISSION**: The parties acknowledge that no real estate commissions shall be paid by either party hereto, and that COUNTY and OWNER shall represent their respective interests in this transaction.

5. **GOOD FAITH DISCLOSURE BY OWNER**: OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Property including

without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Property shall be delivered to COUNTY no later than twenty (20) days following COUNTY'S execution of this Contract.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the Property or structure thereon, and that COUNTY reasonably deems unacceptable, or if COUNTY otherwise discovers such facts or information through tests and/or surveys which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction thereover, then COUNTY may, at its sole option, terminate this Contract. Within ten (10) business days of actual receipt of said disclosure information, COUNTY shall notify OWNER of the conditions it deems unacceptable and the corrections desired and request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY and/or any governmental body having jurisdiction thereover. Failure to so correct shall be grounds for termination of this Contract.

6. **OWNERS' OBLIGATIONS:** In addition to any other conditions included herein, OWNER shall be obligated to remove any and all personal property from the Property by the close of escrow.

7. **INDEMNIFICATION:** OWNER shall defend, indemnify, save, and hold harmless COUNTY, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the Property which is the subject of this Contract, especially with regard to contamination by harmful, hazardous, and/or toxic materials, if any. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted thereby. This indemnity shall survive the transfer of the Property, but shall not apply to any contamination which may occur on the Property as a result of the operations of COUNTY subsequent to the effective date of this Contract.

8. **TITLE AND DEED:** Title to the Property is to be free of liens, encumbrances, restrictions, conditions, rights to possession or claims thereto (recorded and/or unrecorded) known to OWNER, except:

A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY;

B. Easements or rights-of-way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY;

C. Exceptions contained in preliminary title report as may be approved by the COUNTY.

D. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986.(a)(6). Escrow officer is authorized to pay all delinquent taxes from the amount shown in Section 1, SALE AND PURCHASE PRICE, herein above. OWNERS understand that pursuant to Section 4986.(a)(6), OWNER may receive after the close of escrow, either, 1) an unsecured property tax bill from the COUNTY Treasurer-Tax Collector for real property taxes that may be due; or 2) a COUNTY warrant from the COUNTY Auditor-Controller to reimburse OWNER for any prepaid property taxes that may be canceled.

OWNER shall hold COUNTY harmless and reimburse COUNTY for any and all of COUNTY'S losses and expenses occasioned by reason of any easements, contracts, leases, or permits encumbering said Property of which OWNER had personal knowledge, which have not been approved by COUNTY.

COUNTY shall have the right to review the preliminary title report and approve or disapprove in writing those items disclosed in said report prior to the close of escrow. OWNER shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect the Property as determined by COUNTY in its discretion. COUNTY may terminate this Contract or request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the satisfaction of the COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

9. **TERMINATION**: COUNTY shall have the right to terminate of this Contract at any time prior to its satisfaction of all the conditions precedent as set forth in Section 2 of this Contract. OWNER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach. In the event OWNER is unable or unwilling to correct an adverse condition, and COUNTY is unwilling to proceed with the transaction due to said adverse condition, then either party may terminate this Contract. Except for extension provisions contained herein, either party may terminate this Contract in the event escrow has not closed within ninety (90) days of COUNTY'S execution hereof, unless the delay in closing is due to the actions or inactions of OWNER, or by events out of the control of COUNTY. Any request for termination shall require ten (10) days written notice.

10. **SECURITY INTEREST**: Any and all monies payable under this Contract shall, upon demand, be made payable to the mortgagees and beneficiaries of any notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal and interest together with penalty, if any, for payment in full in advance of maturity. Escrow officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on the Property covered by deeds of trust.

11. **COMPLIANCE WITH THE LAW**: This Contract shall be governed by and be

construed according to the laws of the State of California. COUNTY shall be required to obtain any and all encroachment, building, and land use permits and/or licenses which may be required in connection with the purchase or intended use of the Property.

12. **NOTICES**: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, COUNTY may also provide notices, documents, correspondence or such other communications to OWNER by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon actual receipt.

IF TO OWNER: Mr. John Thorndike
700 E. Naples Court
Chula Vista, CA 91911

IF TO COUNTY: Harrison Heyl
County of Santa Barbara
Office of Real Estate Services
1105 Santa Barbara St.
Santa Barbara, CA 93101
Facsimile: (805) 568-3249

with a copy to: Dennis Marshall, County Counsel
County of Santa Barbara
105 East Anapamu Street, Room 201
Santa Barbara, CA 93101
Facsimile: (805) 568-2982

TO ESCROW HOLDER: Chicago Title Insurance Company
1101 Anacapa Street
Santa Barbara, CA 93101
Attn: Escrow Officer
Facsimile: (805) 564-7416

13. **WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14. **ENTIRE CONTRACT**: This Contract supersedes all prior contracts, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other contracts between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Property and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

15. **CONSTRUCTION**: The parties have negotiated the terms of this Contract. They have consulted an attorney when they felt the need. The terms of this Contract reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.
16. **SECTION HEADINGS**: The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.
17. **REAL PROPERTY DOCUMENTS**: Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.
18. **CONDITIONS ARE COVENANTS**: Each of the conditions to the close of escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.
19. **SUCCESSORS AND ASSIGNS**: The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.
20. **CERTIFICATION OF SIGNATORY(IES)**: OWNER represents and warrants that he is the sole owner of the Property or is authorized by the OWNER of the Property to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.
21. **CONTRACT APPROVAL**: This Contract is subject to the approval of the COUNTY Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.
22. **SURVIVAL OF REPRESENTATIONS**: The representations of each of the parties and their executory covenants shall survive the close of escrow and shall not be merged in the deeds delivered to and accepted by the COUNTY.
23. **EXECUTION IN COUNTERPARTS**: The Contract 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 or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
24. **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 signature, 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 of Santa Barbara.

[Balance of Page Intentionally Left Blank]

Project: Toro Canyon Oil Seep
A.P.N.: 155-020-015
Agent: HCH

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA

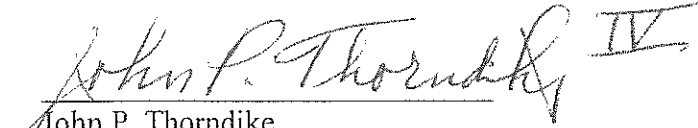
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Michael F. Brown
County Executive Officer

By: _____

Date: _____

“OWNER”




John P. Thorndike

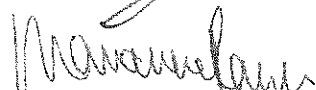
Project: Toro Canyon Oil Seep
A.P.N.: 155-020-015
Agent: HCH

COUNTY APPROVALS PAGE

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy
KEVIN E. READY, SE. DEP. COUNTY COUNSEL

APPROVED:

By: 
Ray Aromatorio
Risk Program Administrator

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

By: 

APPROVED:

By: 
Ronh Carlentine
Real Property Manager

LEGAL DESCRIPTION

EXHIBIT "A"

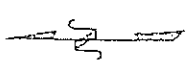
That certain parcel of land in the County of Santa Barbara, State of California shown and defined as 1.2 Acres on a map filed in Book 85 Page 94 of Record of Survey and designated in that certain "Stipulation RE Corrected Legal Description of Parcel 14" Recorded April 14, 1993 as Instrument No. 1993-28025 of Official Records.

Excepting therefrom one-half of all oil, gas, and minerals in, on, or under the surface of said land, and all of the right of ownership therein, as reserved by Toro Canyon Company, Inc., in the document recorded July 1, 1957 as Instrument No. 12780 in Book 1456 Page 390 of Official Records, records of said County

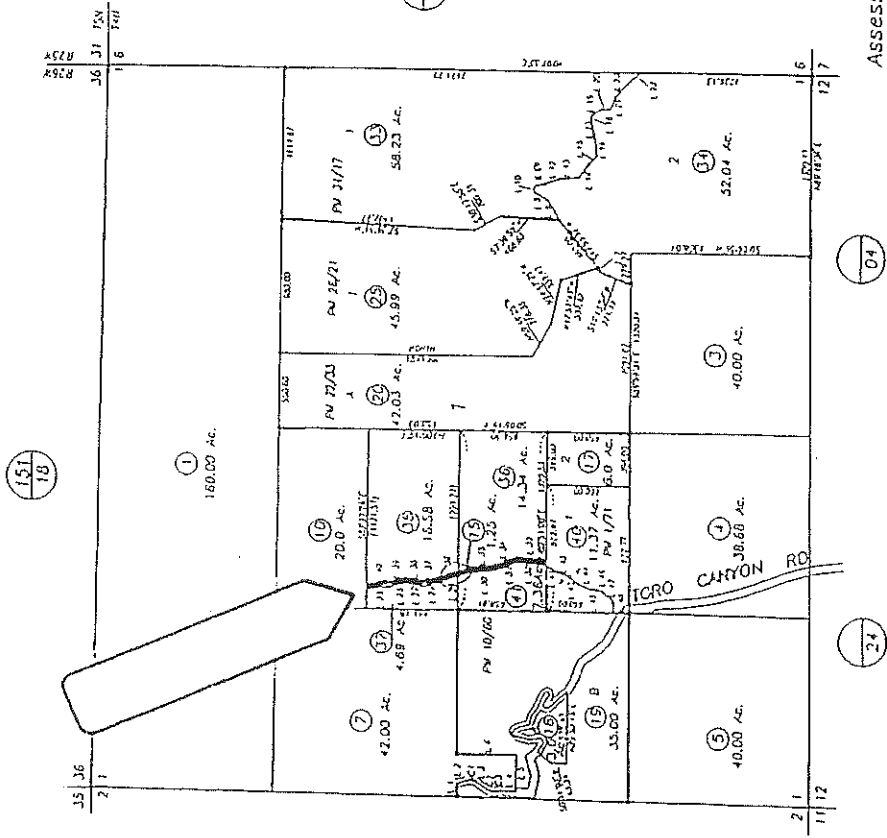
APN: 155-020-15

SEC. 1 T4N R26W SBB&M

155-02



1" = 800'
SCALE



NOTICE
Assessor's Office is for tax assessment purposes only and does not indicate actual parcel legality or a valid building site.

Assessor's Map Bk. 155-Pg. 02
County of Santa Barbara, Calif.

12/01 12 Nov 07 A 20
11 A 23 Feb 05 A 41

LOT	AREA	ACRES	OWNER
1	160.00	3.63	...
2	52.04	1.19	...
3	40.00	0.91	...
4	38.68	0.88	...
5	40.00	0.91	...
6	40.00	0.91	...
7	42.00	0.95	...
8	4.08	0.09	...
9	15.58	0.35	...
10	33.00	0.75	...
11	11.37	0.26	...
12	14.34	0.32	...
13	14.34	0.32	...
14	11.37	0.26	...
15	11.37	0.26	...
16	11.37	0.26	...
17	11.37	0.26	...
18	11.37	0.26	...
19	20.00	0.45	...
20	15.58	0.35	...
21	15.58	0.35	...
22	15.58	0.35	...
23	15.58	0.35	...
24	15.58	0.35	...
25	15.58	0.35	...
26	15.58	0.35	...
27	15.58	0.35	...
28	15.58	0.35	...
29	15.58	0.35	...
30	15.58	0.35	...
31	15.58	0.35	...
32	15.58	0.35	...
33	15.58	0.35	...
34	15.58	0.35	...
35	15.58	0.35	...
36	15.58	0.35	...

Property lines denoted by calls L25 through L40 are taken from RS 85/91. The 40' strip as shown on this RS map are the parcel boundaries used on the 2004 map to construct APNs 071804011. The N&E's on the L24 and C&D's were not used to construct this map.

Chicago Title

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

EXHIBIT B

Recording requested by
and to be returned to:
COUNTY OF SANTA BARBARA
General Services Department
Real Estate Services
WILL CALL

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code §6103

Space above this line for Recorders use

APN: 155-020-015

GRANT DEED

JOHN P. THORNDIKE, as Grantor herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO:

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its
successors and assigns, as Grantee herein,

That certain real property in the unincorporated area of the County of Santa Barbara, State of
California, described as:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor shall defend, indemnify, save, and hold harmless Grantee, its agents, employees, officers,
successors, and assigns, from any and all claims, liabilities, demands, costs (including reasonable
attorney fees), and causes of action of all kinds with regard to contamination by harmful,
hazardous and/or toxic materials released upon the subject property by Grantor or by any third
party under Grantor's control or at Grantor's direction. The foregoing indemnity shall apply only
to the extent permitted by applicable law and shall not limit either Grantor's liability or Grantee's
remedy under such law.

[APN 155-020-015, GRANT DEED – continued]

This indemnity shall not apply to any contamination which may occur on the subject property as a result of the operations of Grantee subsequent to the recording of this Grant Deed.

DATED AS OF: August 18, 2009

“Grantor”


JOHN P. THORNDIKE

COUNTY ACKNOWLEDGEMENT

State of California
County of Santa Barbara

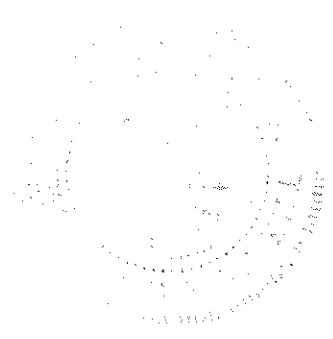
On 11/23/09, before me, Harrison C. Heyl, III, a
(Name of Deputy Clerk)

Deputy Clerk, personally appeared John P. Thorndike,
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: H. C. Heyl, III (Seal)



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated as of _____, from JOHN P. THORNDIKE to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, and the County of Santa Barbara as Grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, _____.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____

Kevin E. Ready, Sr.
Deputy County Counsel

LEGAL DESCRIPTION

EXHIBIT "A"

That certain parcel of land in the County of Santa Barbara, State of California shown and defined as 1.2 Acres on a map filed in Book 85 Page 94 of Record of Survey and designated in that certain "Stipulation RE Corrected Legal Description of Parcel 14" Rcorded April 14, 1993 as Instrument No. 1993-28025 of Official Records.

Excepting therefrom one-half of all oil, gas, and minerals in, on, or under the surface of said land, and all of the right of ownership therein, as reserved by Toro Canyon Company, Inc., in the document recorded July 1, 1957 as Instrument No. 12780 in Book 1456 Page 390 of Official Records, records of said County

APN: 155-020-15