

**FIFTH AMENDMENT TO AGREEMENT**

**BETWEEN COUNTY OF SANTA BARBARA AND TEXACO TRADING AND TRANSPORTATION, INC. FOR AND ON BEHALF OF GAVIOTA TERMINAL COMPANY FOR REIMBURSEMENT OF THE COST OF A BIKEWAY**

THIS FIFTH AMENDMENT (“Fifth Amendment”) to AGREEMENT BETWEEN COUNTY OF SANTA BARBARA AND TEXACO TRADING AND TRANSPORTATION, INC. FOR AND ON BEHALF OF GAVIOTA TERMINAL COMPANY FOR REIMBURSEMENT OF THE COST OF A BIKEWAY (“Agreement”) is executed by and between Gaviota Terminal Company (“GTC”) and the County of Santa Barbara (“County”), effective June \_\_\_\_, 2019 (“Effective Date”), with reference to the following facts:

WHEREAS, effective July 20, 1987, GTC and County entered into the Agreement, wherein GTC deposited with County the sum of \$191,035, to satisfy GTC’s total funding obligation for construction of a bike path on GTC’s Gaviota Marine Terminal lands, pursuant to Condition N-1 of County’s Final Development Plan issued for Gaviota Marine Terminal on May 27, 1987 (Case No. 86-DP-90cz and 87-CP-02 cz); and,

WHEREAS, effective June 26, 2012, GTC and County entered into an Amendment to the Agreement, extending certain dates of the Agreement; and,

WHEREAS effective June 18, 2013, GTC and County entered into a Second Amendment to the Agreement, extending certain dates of the Agreement as described further below; and,

WHEREAS effective June 23, 2015, GTC and County entered into a Third Amendment to the Agreement, extending certain dates of the Agreement as described further below; and,

WHEREAS effective June 20, 2017, GTC and County entered into a Fourth Amendment to the Agreement, extending certain dates of the Agreement as described further below; and,

WHEREAS, under the terms of the Agreement, County is entitled to withdraw funds from the deposited total to pay for design and construction of the bike path and certain administration costs associated with the deposited funds; and,

WHEREAS, the Agreement requires that GTC and County consult on the exact placement of the bike path; and,

WHEREAS, the Agreement, as amended by the Fourth Amendment, provides that County shall not commence construction of the bike path after June 30, 2019; and,

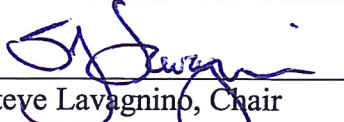
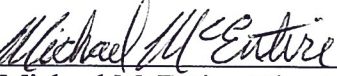
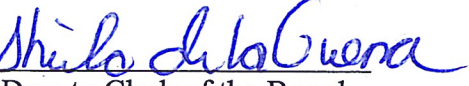
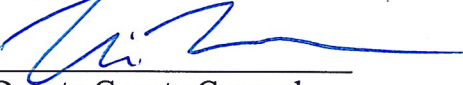


WHEREAS, the Agreement as amended by the Fourth Amendment, further provides that if construction of the bike path has not commenced prior to July 1, 2019, the Agreement shall automatically terminate and certain unused funds shall be returned to GTC; and,

WHEREAS, County has requested that GTC extend the June 30, 2019 and July 1, 2019 dates for two years.

NOW, THEREFORE, GTC and County hereby mutually agree to further modify and amend the Agreement as follows:

1. The date of June 30, 2019 set forth in Paragraph 4 of the Agreement, as amended by the Fourth Amendment, shall be deleted and replaced with the date of June 30, 2021.
2. The date of July 1, 2019 set forth in Paragraph 4 of the Agreement, as amended by the Fourth Amendment, shall be deleted and replaced with the date of July 1, 2021.
3. Except as set forth in Paragraphs 1 and 2 above, this Fifth Amendment shall not modify or change any of the provisions of the Agreement and the parties to the Agreement and to this Fifth Amendment are bound to the Agreement provisions as set forth therein.

IN WITNESS WHEREOF, GTC and County have caused this Fifth Amendment to be executed to be effective as of the Effective Date.

<p>COUNTY OF SANTA BARBARA</p> <p>By   Steve Lavagnino, Chair  Board of Supervisors</p>	<p>GAVIOTA TERMINAL COMPANY,  a General Partnership</p> <p>By   Michael McEntire, Director – Joint  Interests <i>Equilon Enterprises dba Shell Oil Products US</i>  <del>Shell Pipeline Company LP</del>  Manager of Gaviota Terminal Company</p>
<p>Attest:</p> <p>Mona Miyasato  Clerk of the Board</p> <p>By   Deputy Clerk of the Board</p>	
<p>Approved as to form:</p> <p>Michael C. Ghizzoni  County Counsel</p> <p>By   Deputy County Counsel</p>	
<p>Approved as to accounting form:</p> <p>Betsy M. Schaffer, CPA  Auditor-Controller</p> <p>By   Deputy</p>	
<p>Approved as to form:</p> <p>Ray Aromatorio  County Risk Manager</p> <p>By   Risk Manager</p>	