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COUNTY OF SANTA BARBARA OFFICIAL BUSINESS

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QUITCLAIM AND TERMINATION AGREEMENT

THIS QUITCLAIM AND TERMINATION AGREEMENT ("Agreement") is made by and between the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, its successors or assigns ("District"), and WILLIAM D. WRIGHT and EDNA J. WRIGHT, Trustees of The Wright Family Living Trust established under a Revocable Trust Agreement dated June 19, 1989 ("Wright Trust").

WHEREAS; The District and William D. Wright and Edna J. Wright (the "Wrights"), predecessor's to the Wright Trust, are parties to that certain "Deed; Covenants Running with the Land; and Lien" dated November 6, 1980 and recorded December 10, 1980 as Instrument No. 80-51184 in Official Records of Santa Barbara County (the "Original Agreement"); and

WHEREAS; The Original Agreement impacted parcels then known as 1-190-47 and 1-190-049 (the "Property"), granted the District fee and easement ownership of a portion of said Property for use as a recharge basin and provided for various rights and obligations between the District and the Wrights, and;

WHEREAS; The Original Agreement and the easements, rights and obligations between the District and the Wrights were conditions of approval to a project governed by a development plan (D-9-778 and D-12-778) approved by the Planning Commission of the City of Carpinteria in 1978 (the "1978 Project"); and

WHEREAS; The 1978 Project was never built and was abandoned by the Wrights; and

WHEREAS; The Wright Trust is the current owner of the real property subject to the Original Agreement; and

WHEREAS; In light of the fact the 1978 Project was not built and was abandoned, the District desires to quitclaim its ownership rights granted by the Original Agreement and the parties hereby desire to terminate all rights and obligations of District and Wrights contained therein.

NOW, THEREFORE:

SECTION 1. QUITCLAIM OF REAL PROPERTY INTERESTS

The Santa Barbara County Flood Control and Water Conservation District hereby remise, release and quitclaim all right, title and interest granted to District via the Original Agreement.

SECTION 2. TERMINATION OF ORIGINAL AGREEMENT

The Original Agreement is hereby terminated in its entirety and no party shall have any further rights or obligations thereunder.

Wrights specifically acknowledge that District has quitclaimed and Wrights have accepted the Property on an "AS IS WITH ALL FAULTS" basis and that Wrights did not rely on any representations or warranties of any kind whatsoever, express or implied, from District, its employees, agents, or brokers as to any matters concerning the Property, including without limitations: its physical condition, including the structural elements of any improvements; its geology; the development potential of the Property and its use, habitability, merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the Property or the neighboring properties; the quality of labor or materials used in any improvements; the conditions of title to the Property; leases, service contracts, or other agreements affecting the Property; and the economics of the operation of the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by the District.

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Co-Trustees of The Wright Family Living Trust Established under a Revocable Trust Agreement

dated June 19, 1989

ACKNOWLEDGMENT

State of California
County of Santa Barbara
On April 19, 2013, before me, KAREN A. BRIDEN, a (Name of Notary)
(Linds of Fronty)
Notary Public, personally appeared WILLIAM D WRIGHT, 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. KAREN A. BRIDEN Commission # 2002754 Notary Public - California San Diego County San Diego County
Signature Mton (Seal)
ACKNOWLEDGMENT
State of California County of Santa Barbara
On April 19, 2013, before me, KAREN A. BRIDEN, a (Name of Notary)
Notary Public, personally appeared EDNA J. WRIGHT, who proved to me on the basis of

Notary Public, personally appeared EDNA J. WRIGHT, 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: Sullan (Seal)

Signature Page Continued

"DISTRICT"
SANTA BARBARA DISTRICT
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

By:	
	Salud Carbajal
	Chair, Board of Directors
Date:_	