

ATTACHMENT B

CACHUMA CORPORATION
BILL OF SALE, INVENTORY OF ASSETS &
RELEASE AGREEMENT

THIS BILL OF SALE for Cachuma Corporation, Inc. inventory of assets and **RELEASE AGREEMENT** for termination of the existing facility lease is made between

the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and "RELEASEE;"

and

CACHUMA CORPORATION, a California Corporation, hereinafter referred to as "CONCESSIONER" and "RELEASOR"

with reference to the following:

WHEREAS, the Cachuma Recreational Area is the property of the United States Government and is being leased and operated by the COUNTY under an "Agreement to Administer the Reclamation Area", dated January 10, 2012, which, by its terms, expires on January 10, 2037; and

WHEREAS, COUNTY entered into a Concession Agreement with CONCESSIONER on June 6, 1989, subsequently amended October 9, 1990, December 17, 1991, and September 22, 1998 and June 22, 2004; to provide and operate public services, including, but not limited to, a general store and gas station on a portion of the Cachuma Recreational Area; and

WHEREAS, COUNTY has given CONCESSIONER notice of termination and CONCESSIONER agrees to sell, transfer, convey, and deliver to COUNTY all that certain personal property known as the gas station which operated on a portion of Cachuma Recreational Area.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONCESSIONER for and in consideration of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) hereby sells, assigns, transfers, conveys, and delivers to COUNTY, all that certain personal property (inventory of assets) described in Exhibit "A" hereto and incorporated herein by reference, and further grants all the right, title and interest that CONCESSIONER has in and to all that certain personal property now found residing on a portion of Cachuma Recreational Area. And CONCESSIONER hereby covenants with COUNTY that CONCESSIONER is the lawful owner of said personal property; that they are free from all liens of indebtedness and encumbrances, including mechanics liens; that they have good right to sell the said personal property; and that they will warrant and defend the title of the same

against the lawful claims and demands made by persons, companies, and corporations whatsoever.

WC 1101

COUNTY hereby accepts the personal property in its AS IS, WITH ALL FAULTS condition, and COUNTY acknowledges that CONCESSIONER makes no warranty or representation of any kind whatsoever, expressed or implied. CONCESSIONER asserts and COUNTY acknowledges that the personal property is free of all liens and encumbrances, and that CONCESSIONER holds the right to sell, and does hereby sell, said personal property fully discharged of all liens, debts, obligations, and personal liabilities of CONCESSIONER. CONCESSIONER will be liable for any environmental damage and clean-up costs caused by leakage or spillage of underground equipment and tanks, which occurred prior to date listed on final bill of sale.

MUTUAL RELEASE

By exchange of the consideration herein specified the parties hereto, COUNTY and CONCESSIONER, do hereby mutually release the other party and all related persons from any further obligations or claims arising from this transaction, related acts or the former lease of real property and business franchise agreement between the parties.

EACH PARTY (RELEASOR) on its own behalf and on behalf of all other persons or parties, for the benefit of the OTHER PARTY and officers, employees and assigns (RELEASEE), fully and finally waives, releases, acquits, discharges, and extinguishes all CLAIMS, as defined below.

Subject only to the exceptions expressly stated in the next paragraph, CLAIMS means all past, present, and future claims, demands, complaints, grievances, charges, suits, appeals, actions, causes of action, liabilities, costs, expenses, liens, attorney's fees, lawsuits, administrative claims and charges, proceedings of every kind and nature, and assertions of right, whether known or unknown, foreseen or unforeseen, actual or potential, based wholly or in part on conduct, act or omission by the RELEASEE, including any injury or damage which the RELEASORS or any of them sustained, or may have sustained, past or present, or will sustain in the future including, but not limited to, claims and payers seeking special or general damages, or any other compensation, reimbursement, relief, or legal or equitable remedy of any sort, in any form, for any physical or emotional pain, suffering, distress, impairment, disability, disfigurement, or other bodily injury, any loss of salary, benefit, income, profit, or other economic advantage, any cost, expense, debt, charge, fee (including attorney's fee), or other economic detriment, or any other injury, damage, detriment, or loss of benefit to person or property, based upon any memorandum of understanding, contract, promise, debt, or liability, any provision of the California Fair Employment and Housing Act, the California Labor Code, the County Employees Retirement Law of 1937, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1871, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Equal Pay Act, the Fair Labor Standards Act, the Santa Barbara County Civil Service Rules, or any other law, statute, ordinance, code, rule, regulation, resolution, policy, ruling, decision, or legal authority.

CACHUMA CORPORATION, INC has read Civil Code section 1542, which provides as follows:

1542. General Release-Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Having read Civil Code section 1542, CACHUMA CORPORATION, INC expressly waives any rights it/he/she may have under that section, or under any common law or similar law of any state, territory, or jurisdiction of the United States. CACHUMA CORPORATION, INC understands that this waiver bars him/her/it, and all RELEASORS, from making or maintaining any CLAIM against the COUNTY or any RELEASEE, whether or not he/she does or could know, understand, foresee, or suspect the existence or the significance of the CLAIM, or of the injuries, damages, rights, remedies, authorities, or other grounds upon which the CLAIM might be based, even if the CLAIM or the grounds upon which it might be based do not yet exist.

RELEASORS hereby waive application of section 1542 of the California Civil Code by signing his/her initials here: _____.

THE PARTES TO THIS AGREEMENT DECLARE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, THAT THEY HAVE RECEIVED EXPLANATIONS AND ADVICE OF THEIR COUNSEL NECESSARY TO FULLY UNDERSTAND THIS AGREEMENT, AND THAT THEY EXECUTE THIS AGREEMENT WITHOUT IMPROPER PRESSURE OR UNDUE INFLUENCE AND AFTER MATURE DELIBERATION.

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA

By: _____
Deputy

By: _____
DOREEN FARR, CHAIR
Board of Supervisors

Date: _____

“CONCESSIONAIRE”
Cachuma Corporation
By: _____
Thomas Lemp, President

Dated: 9-23-12

COUNTY DEPARTMENTAL APPROVALS

APPROVED:

Director of Community Services

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED:

Ronn Carlentine, SR/WA
Real Property Manager

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, C.P.A.
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED:

Ray Aromatorio, ARM, AIC
Risk Manager

Inventory of Assets

1. 2 - 8,000 gallon doubled walled steel and fiberglass tanks
2. 2 - Gilbarco Veeder Root model NA0 pumps
3. 4 - Healey MH 2853 nozzles with breakaway hoses
4. Out building containing vapor recovery and leak monitoring systems plus air compressor, and one each air and water dispersing hoses
5. Ronan Series X76S Leak Alert system
6. Healy Phase II Enhanced Vapor Recovery system
7. Gilbarco Model TS100 PA 024 Trans Action System (inside store)

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