

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. 137-120-002

**AGREEMENT TO PROVIDE WATER**

This **AGREEMENT TO PROVIDE WATER** (herein the "Agreement") is made by and between LISA S. MARTIN, and DONNA M. WILLIAMS, as tenants in common, (herein collectively the "OWNERS") as the owners of Assessor Parcel Number 137-120-002, commonly known as 710 Ballard Canyon Road, Solvang, CA (herein the "Martin-Williams Property"); and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (herein the "COUNTY").

**WHEREAS**, on March 28, 2000, the COUNTY executed a "Water System Agreement" with the owners of APN 137-120-056, commonly known as 716 Ballard Canyon Road (herein the "Supplying Property"). In accordance with that Water System Agreement the COUNTY has conducted several tests and studies and has determined the aquifer under the Supplying Property can support a water extraction, pumping, metering, storage and purification system (the "Water System") sufficient to supply water to the properties identified herein; and

**WHEREAS**, the Water System is located within the Easement Area legally described and shown on Exhibit A to the "Grant of Utility Easement and Water Rights" recorded on the Supplying Property as Instrument Number 2009-0022092 on April 21, 2009, in the Office of the COUNTY Recorder, which granted the COUNTY the right to install and operate the Water System thereon, along with the right to take and use water from the Supplying Property; and

**WHEREAS**, the COUNTY has also entered into an "Agreement to Provide Water" with the owners of the Supplying Property recorded as Instrument Number 2009-0022093 on April 21, 2009, in the Office of the COUNTY Recorder; and

**WHEREAS**, as part of the Water System Agreement the COUNTY agreed to install a water well on the Supplying Property and provide water from the Water System to the Supplying Property (716 Ballard Canyon Road), as well as to the residence at 710 Ballard Canyon Road (APN 137-120-002) and the residence at 718 Ballard Canyon Road (APN 137-120-055), all as shown on Exhibit "A", attached hereto and incorporated herein by reference; and



WHEREAS, the COUNTY has installed the Water System on the Supplying Property, and COUNTY is capable of connecting the Martin-Williams Property water pipeline to the Water System pipeline and delivering water to the Martin-Williams Property; and

WHEREAS, the COUNTY has installed a water pipeline (hereinafter the "Distribution Pipeline") from the Water System to a location near the Martin-Williams Property in an approximate location shown on Exhibit A.

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 the COUNTY by the Director of the Public Works Department, or designee.

2. **COUNTY AND OWNERS' RESPONSIBILITIES FOR INSTALLATION OF WATER FACILITIES:**

OWNERS' existing water pipeline (the "OWNERS' Pipeline") is located between the residence on the Martin-Williams Property and the T-connection of the Distribution Pipeline. COUNTY shall install a water meter (the "Water Meter") and any other necessary equipment ("Other Equipment") between the Distribution Pipeline and the residence on the Martin-Williams Property required by the COUNTY'S Public Health Department. COUNTY shall connect OWNERS' Pipeline to the Distribution Pipeline and shall commence water delivery to the Martin-Williams Property within sixty (60) days of receiving the necessary COUNTY Public Health Department permits to operate the Water System. The quality and quantity of water delivered to the OWNERS shall be in compliance with applicable codes and regulations.

The COUNTY shall be responsible for maintaining and operating the Water System until COUNTY terminates its involvement with the Water System as set forth in Section 11, **COUNTY'S TERMINATION AS WATER SYSTEM OPERATOR.**

3. **RIGHT OF ENTRY:** OWNERS do hereby grant to the COUNTY the right to enter the Martin-Williams Property to read, maintain, repair and replace the Water Meter and all appurtenances thereto, as needed.

4. **OWNERS' MAINTENANCE AND REPAIR:** OWNERS shall be responsible to maintain and repair OWNERS' Pipeline and Other Equipment. OWNERS shall be responsible for obtaining any and all rights across the Supplying Property necessary to maintain and repair any of OWNERS' Pipeline facilities located on the Supplying Property. The approximate location of the T-Connection and OWNERS' Pipeline is shown on Exhibit A attached hereto and incorporated herein.

In the event the 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 Martin-Williams Property. 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 and said

repairs have been inspected and approved by the COUNTY. The COUNTY approval shall be given in a timely manner and shall not unreasonably be withheld.

5. **COUNTY'S MAINTENANCE AND REPAIR:** The COUNTY shall maintain, repair or replace the Water Meter serving the Martin-Williams Property as needed. In the event the COUNTY portion of the Water System is damaged or needs repair the OWNERS shall call the Laguna County Sanitation District at 805-739-8755 and immediately report the need for 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. If no one responds at either of those numbers the OWNERS shall call a plumber or a water well driller licensed in the State of California and order the needed repair. The COUNTY shall pay for repairs performed on the portion of the Water System which is the responsibility of the COUNTY.

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

During the term of this Agreement, there shall be no cost to OWNERS for the water delivered by the Water System to OWNERS for reasonable use by the Martin-Williams Property. In no event shall any water delivered to the Martin-Williams Property by the Water System be diverted for use by any other property or purpose other than operation and maintenance of the Martin-Williams Property.

7. **TERM:** The term of this Agreement shall commence upon final execution of this Agreement and shall continue until such time as OWNERS successfully 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, or until COUNTY terminates its involvement in the Water System pursuant to Section 11 hereof.

8. **INDEMNIFICATION:** For so long as the COUNTY operates the Water System the COUNTY shall defend and indemnify the OWNERS 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 Water System and Water Meter, including but not limited to any act or omission to act on the part of COUNTY or its agents, personnel, employees, or independent contractors directly responsible to COUNTY; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the OWNERS, their agents, heirs, tenants, volunteers and employees.

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 solely from the negligence or willful misconduct of the COUNTY, its officers, agents, volunteers and employees.

9. **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.

10. **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: Ms. Lisa Martin  
Ms. Donna Williams  
710 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.

11. **COUNTY'S TERMINATION AS WATER SYSTEM OPERATOR:** In the event the COUNTY terminates its involvement in the Water System, the COUNTY shall have no further liability or responsibility associated with the Water System. COUNTY shall coordinate with any alternative water system operator to continue water delivery service to the OWNERS under the same terms and conditions set forth in this Agreement.

In the event the COUNTY terminates its involvement in the Water System, and the owners of the Supplying Property become the water provider to the Martin-Williams 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 Martin-Williams Property in accordance with the "Agreement to Provide Water" between the owners of the Supplying Property and the COUNTY recorded as Instrument Number 2009-0022093 on April 21, 2009, in the Offices of the COUNTY Recorder. Notwithstanding the foregoing, OWNERS shall be free to arrange for water supply to the Martin-Williams Property with any alternative water provider(s) OWNERS may choose.

12. **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.

13. **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.

14. **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.

15. **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 the COUNTY to any obligation, loss, charge or expense resulting from or attributable to OWNERS' use of the Water System and Distribution Pipeline.

16. **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.

17. **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.

18. **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.

19. **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.

20. **CERTIFICATION OF SIGNATORIES**: Signatories represent and certify that they are the OWNERS of the Martin-Williams Property and that no additional signatures are required to carry out the activities contemplated herein.

21. **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.

22. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties.

23. **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.

24. **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.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

FILE NAME AND PATH:

G:\REALPROP\WINWORD\EASEMENT- GRANTOR TO COUNTY\Ballard Water Agreement Martin-Williams 09-04-09 FINAL clean.doc

Project: Water System Agreement  
APN: 137-120-002  
Folio: 003563  
Agent: HH

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:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

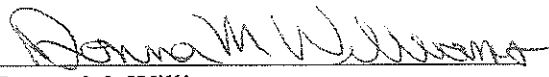
By: \_\_\_\_\_  
Chair, Board of Supervisors  
County of Santa Barbara

By: \_\_\_\_\_  
Deputy Clerk

"OWNERS"

  
\_\_\_\_\_  
Lisa S. Martin


10/21/09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Donna M. Williams

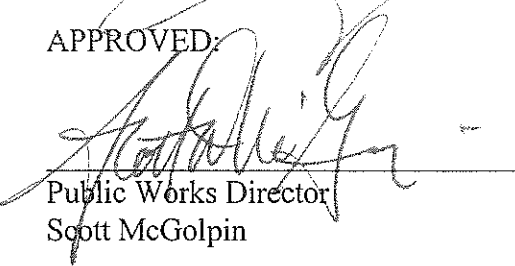
10/9/09  
\_\_\_\_\_  
Date



APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

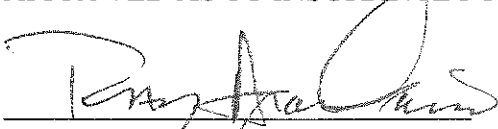
APPROVED:

  
Public Works Director  
Scott McGolpin

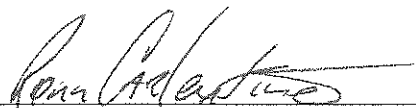
APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: 

APPROVED AS TO INSURANCE FORM:

  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

APPROVED:

  
Ronn Carlentine  
Real Property Manager

COUNTY ACKNOWLEDGEMENT

State of California  
County of Santa Barbara

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
(Name of Deputy Clerk)

Deputy Clerk, personally appeared \_\_\_\_\_,  
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: \_\_\_\_\_ (Seal)

COUNTY ACKNOWLEDGEMENT

State of California  
County of Santa Barbara

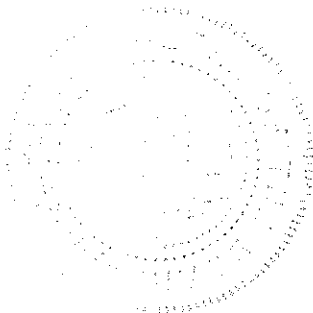
On 10/22/09, before me, Harrison C. Heyl III, a  
(Name of Deputy Clerk)

Deputy Clerk, personally appeared Lisa S. Martin,  
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: Harc. Heyl III (Seal)



OWNERS ACKNOWLEDGMENT

State of California  
County of Santa Barbara

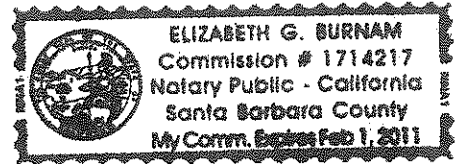
On October 9, 2009, before me, Elizabeth G. Burnam, a  
(Name of Notary)

Notary Public, personally appeared Donna M. Williams, 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.

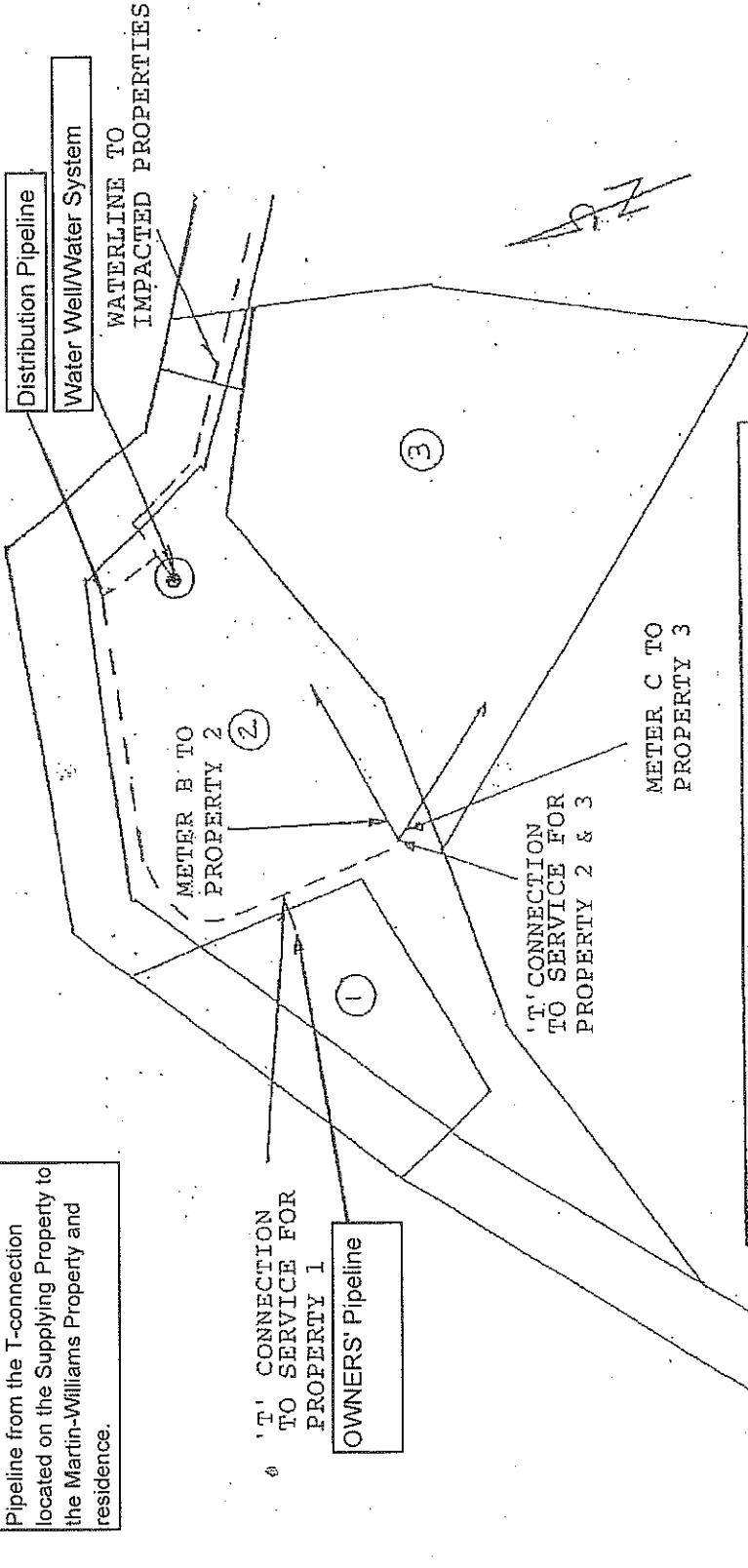
I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: Elizabeth G. Burnam (Seal)



OWNERS shall be responsible to maintain and repair OWNERS' Pipeline from the T-connection located on the Supplying Property to the Martin-Williams Property and residence.



'T' CONNECTION TO SERVICE FOR PROPERTY 1  
OWNERS' Pipeline

METER B TO PROPERTY 2

'T' CONNECTION TO SERVICE FOR PROPERTY 2 & 3

METER C TO PROPERTY 3

Number	Assessors Parcel Number	Meter
1	137-120-002	A
2	137-120-056	B
3	137-120-055	C

FOR INFORMATIONAL PURPOSES ONLY. NOT TO BE USED FOR ACTUAL LOCATION OF WATERLINES.

4509 5/1/01

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. 137-120-055

**AGREEMENT TO PROVIDE WATER**

This **AGREEMENT TO PROVIDE WATER** (herein the "Agreement") is made by and between DAVID J. PETERSEN and SHEILA J. PETERSEN; and RUBEN GRACIANO and JANEEN GRACIANO, (herein collectively the "OWNERS") as the owners of Assessor Parcel Number 137-120-055, commonly known as 718 Ballard Canyon Road, Solvang, CA (herein the "Petersen-Graciano Property"); and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (herein the "COUNTY").

**WHEREAS**, on March 28, 2000, the COUNTY executed a "Water System Agreement" with the owners of APN 137-120-056, commonly known as 716 Ballard Canyon Road (herein the "Supplying Property"). In accordance with that Water System Agreement the COUNTY has conducted several tests and studies and has determined the aquifer under the Supplying Property can support a water extraction, pumping, metering, storage and purification system (the "Water System") sufficient to supply water to the properties identified herein; and

**WHEREAS**, the Water System is located within the Easement Area legally described and shown on Exhibit A to the "Grant of Utility Easement and Water Rights" recorded on the Supplying Property as Instrument Number 2009-0022092 on April 21, 2009, in the Office of the COUNTY Recorder, which granted the COUNTY the right to install and operate the Water System thereon, along with the right to take and use water from the Supplying Property; and

**WHEREAS**, the COUNTY has also entered into an "Agreement to Provide Water" with the owners of the Supplying Property recorded as Instrument Number 2009-0022093 on April 21, 2009, in the Office of the COUNTY Recorder; and

**WHEREAS**, as part of the Water System Agreement the COUNTY agreed to install a water well on the Supplying Property and provide water from the Water System to the Supplying Property (716 Ballard Canyon Road), as well as to the residence at 710 Ballard Canyon Road (APN 137-120-002) and the residence at 718 Ballard Canyon Road (APN 137-120-055), all as shown on Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, the COUNTY has installed the Water System on the Supplying Property, and COUNTY is capable of connecting the Petersen-Graciano Property water pipeline to the Water System pipeline and delivering water to the Petersen-Graciano Property; and

**WHEREAS**, the COUNTY has installed a water pipeline (hereinafter the "Distribution Pipeline") from the Water System to a location near the Petersen-Graciano Property in an approximate location shown on Exhibit A.

**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 the COUNTY by the Director of the Public Works Department, or designee.

2. **COUNTY AND OWNERS' RESPONSIBILITIES FOR INSTALLATION OF WATER FACILITIES:**

OWNERS' existing water pipeline (the "OWNERS' Pipeline") is located between the residence on the Petersen-Graciano Property and the T-connection of the Distribution Pipeline. COUNTY shall install a water meter (the "Water Meter") and any other necessary equipment ("Other Equipment") between the Distribution Pipeline and the residence on the Petersen-Graciano Property required by the COUNTY'S Public Health Department. COUNTY shall connect OWNERS' Pipeline to the Distribution Pipeline and shall commence water delivery to the Petersen-Graciano Property within sixty (60) days of receiving the necessary COUNTY Public Health Department permits to operate the Water System. The quality and quantity of water delivered to the OWNERS shall be in compliance with applicable codes and regulations.

The COUNTY shall be responsible for maintaining and operating the Water System until COUNTY terminates its involvement with the Water System as set forth in Section 11, **COUNTY'S TERMINATION AS WATER SYSTEM OPERATOR.**

3. **RIGHT OF ENTRY:** OWNERS do hereby grant to the COUNTY the right to enter the Petersen-Graciano Property to read, maintain, repair and replace the Water Meter and all appurtenances thereto, as needed.

4. **OWNERS' MAINTENANCE AND REPAIR:** OWNERS shall be responsible to maintain and repair OWNERS' Pipeline and Other Equipment. OWNERS shall be responsible for obtaining any and all rights across the Supplying Property necessary to maintain and repair any of OWNERS' Pipeline facilities located on the Supplying Property. The approximate location of the T-Connection and OWNERS' Pipeline is shown on Exhibit A attached hereto and incorporated herein.

In the event the 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 Petersen-Graciano Property. 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 and said

repairs have been inspected and approved by the COUNTY. The COUNTY approval shall be given in a timely manner and shall not unreasonably be withheld.

5. **COUNTY'S MAINTENANCE AND REPAIR:** The COUNTY shall maintain, repair or replace the Water Meter serving the Petersen-Graciano Property as needed. In the event the COUNTY portion of the Water System is damaged or needs repair the OWNERS shall call the Laguna County Sanitation District at 805-739-8755 and immediately report the need for 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. If no one responds at either of those numbers the OWNERS shall call a plumber or a water well driller licensed in the State of California and order the needed repair. The COUNTY shall pay for repairs performed on the portion of the Water System which is the responsibility of the COUNTY.

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

During the term of this Agreement, there shall be no cost to OWNERS for the water delivered by the Water System to OWNERS for reasonable use by the Petersen-Graciano Property. In no event shall any water delivered to the Petersen-Graciano Property by the Water System be diverted for use by any other property or purpose other than operation and maintenance of the Petersen-Graciano Property.

7. **TERM:** The term of this Agreement shall commence upon final execution of this Agreement and shall continue until such time as OWNERS successfully 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, or until COUNTY terminates its involvement in the Water System pursuant to Section 11 hereof.

8. **INDEMNIFICATION:** For so long as the COUNTY operates the Water System the COUNTY shall defend and indemnify the OWNERS 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 Water System and Water Meter, including but not limited to any act or omission to act on the part of COUNTY or its agents, personnel, employees, or independent contractors directly responsible to COUNTY; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the OWNERS, their agents, heirs, tenants, volunteers and employees.

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 solely from the negligence or willful misconduct of the COUNTY, its officers, agents, volunteers and employees.

9. **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.

10. **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: David J. Petersen and Sheila J. Petersen  
Ruben Graciano and Janeen Graciano  
718 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.

11. **COUNTY'S TERMINATION AS WATER SYSTEM OPERATOR:** In the event the COUNTY terminates its involvement in the Water System, the COUNTY shall have no further liability or responsibility associated with the Water System. COUNTY shall coordinate with any alternative water system operator to continue water delivery service to the OWNERS under the same terms and conditions set forth in this Agreement.

In the event the COUNTY terminates its involvement in the Water System, and the owners of the Supplying Property become the water provider to the Petersen-Graciano 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 Petersen-Graciano Property in accordance with the "Agreement to Provide Water" between the owners of the Supplying Property and the COUNTY recorded as Instrument Number 2009-0022093 on April 21, 2009, in the Offices of the COUNTY Recorder. Notwithstanding the foregoing, OWNERS shall be free to arrange for water supply to the Petersen-Graciano Property with any alternative water provider(s) OWNERS may choose.

12. **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.

13. **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.

14. **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.

15. **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 the COUNTY to any obligation, loss, charge or expense resulting from or attributable to OWNERS' use of the Water System and Distribution Pipeline.

16. **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.

17. **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.

18. **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.

19. **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.

20. **CERTIFICATION OF SIGNATORIES**: Signatories represent and certify that they are the OWNERS of the Petersen-Graciano Property and that no additional signatures are required to carry out the activities contemplated herein.

21. **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.

22. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties.

23. **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.

24. **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.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

FILE NAME AND PATH:

G:\REALPROP\WINWORD\EASEMENT- GRANTOR TO COUNTY\Ballard Water Agreement Petersen-Graciano 09-04-09  
FINAL clean.doc

Project: Water System Agreement  
APN: 137-120-055  
Folio: 003563  
Agent: HH

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.

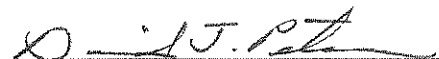
"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD


By: \_\_\_\_\_  
Chair, Board of Supervisors  
County of Santa Barbara

By: \_\_\_\_\_  
Deputy Clerk


"OWNERS"

  
\_\_\_\_\_  
David J. Petersen

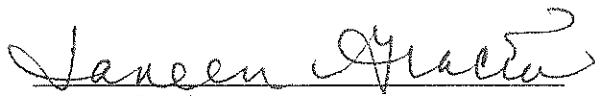
9-17-09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sheila J. Petersen

9-17-09  
\_\_\_\_\_  
Date

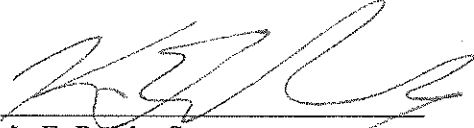
  
\_\_\_\_\_  
Ruben Graciano

9-17-09  
\_\_\_\_\_  
Date

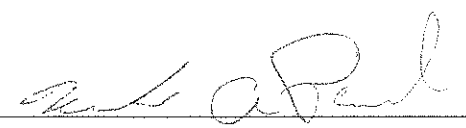
  
\_\_\_\_\_  
Janeen Graciano

9/17/09  
\_\_\_\_\_  
Date

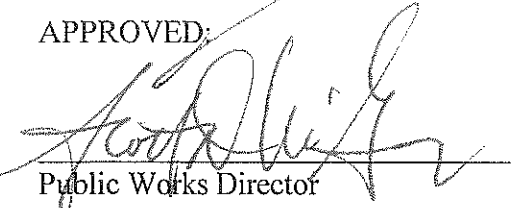
APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

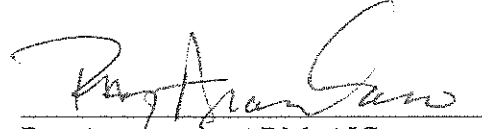
APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: 

APPROVED:

  
Public Works Director  
Scott McGolpin

APPROVED AS TO INSURANCE FORM:

  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

APPROVED:

  
Ronn Carlentine  
Real Property Manager

COUNTY ACKNOWLEDGEMENT

State of California  
County of Santa Barbara

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
(Name of Deputy Clerk)

Deputy Clerk, personally appeared \_\_\_\_\_,  
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: \_\_\_\_\_ (Seal)

OWNERS ACKNOWLEDGMENT

State of California  
County of Santa Barbara

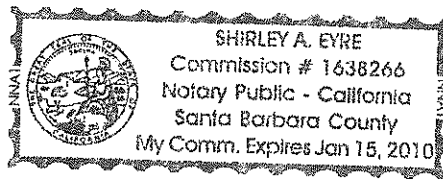
On SEP 17, 2009, before me, SHIRLEY A. EYRE, a  
(Name of Notary)

Notary Public, personally appeared DAVID J. PETERSEN, SHEILA J. PETERSEN 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: Shirley A. Eyre (Seal)



OWNERS ACKNOWLEDGMENT

State of California  
County of Santa Barbara

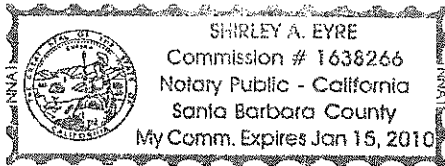
On SEP 17, 2009, before me, SHIRLEY A. EYRE, a  
(Name of Notary)

Notary Public, personally appeared RUBEN GRACIANO, JANEEN GRACIANO, 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.

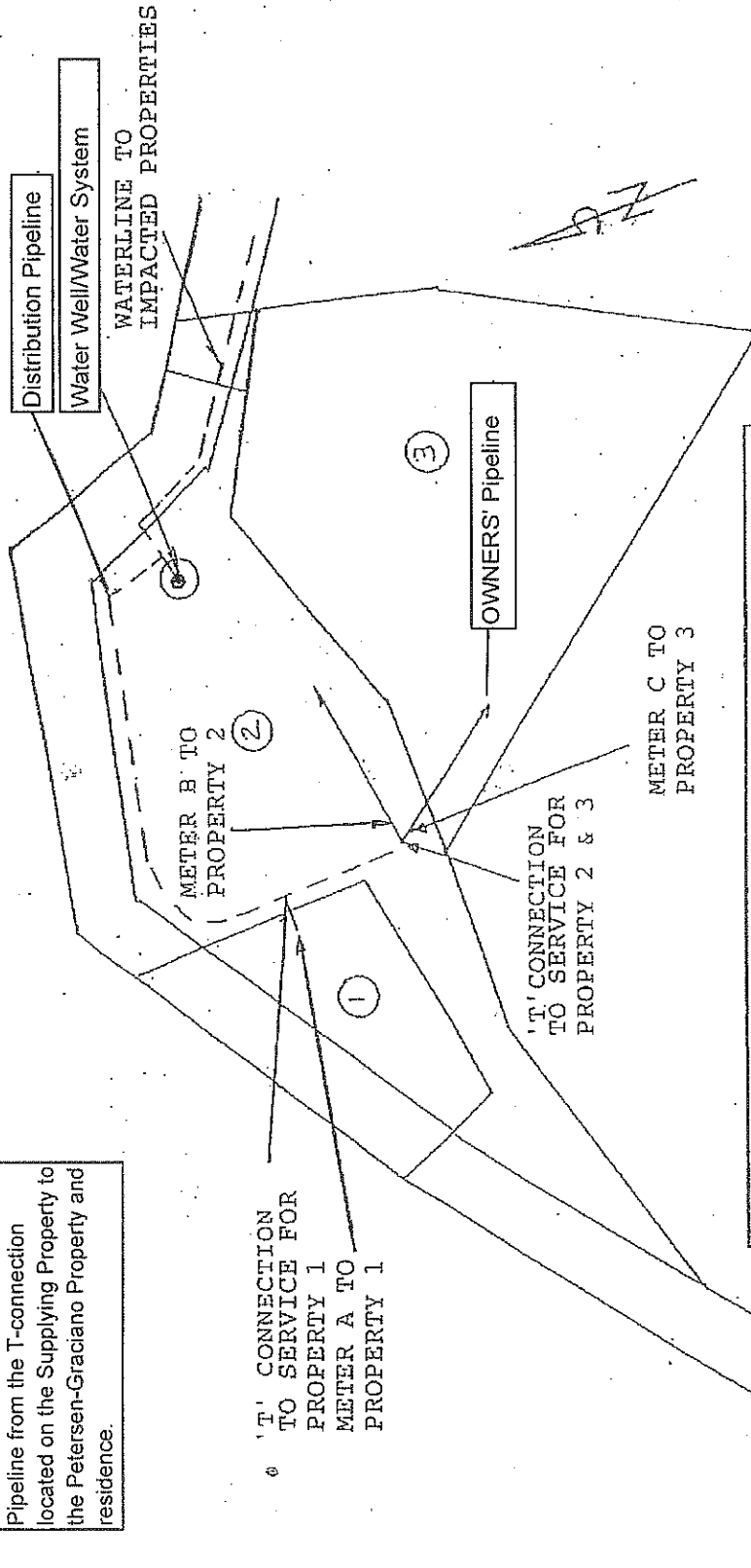
Witness my hand and Official seal.

Signature: Shirley A. Eyre (Seal)





OWNERS shall be responsible to maintain and repair OWNERS' Pipeline from the T-connection located on the Supplying Property to the Petersen-Graciano Property and residence.



① 'T' CONNECTION TO SERVICE FOR PROPERTY 1 METER A TO PROPERTY 1

② METER B TO PROPERTY 2

③ OWNERS' Pipeline

'T' CONNECTION TO SERVICE FOR PROPERTY 2 & 3

METER C TO PROPERTY 3

Number	Assessors Parcel Number	Meter
1	137-120-002	A
2	137-120-056	B
3	137-120-055	C

Supplying Property

Petersen-Graciano Property

FOR INFORMATIONAL PURPOSES ONLY. NOT TO BE USED FOR ACTUAL LOCATION OF WATERLINES.

EXHIBIT A

