



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

Department Name: CEO  
Department No.: 990  
For Agenda Of: July 15, 2008  
Placement: Admin  
Estimated Tme:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors

**FROM:** Department Michael F. Brown, County Executive Officer  
Director  
Contact Info: Terri Maus-Nisich, Assistant County Executive Officer (x 3412)  
Ronn Carlentine, Real Property Manager (x 3078)  
Jamie Goldstein, Deputy Director Redevelopment Agency (x 8050)

**SUBJECT:** **Certificate of Acceptance and Related Documents for Real Property Acquisition of 881 Embarcadero Del Mar, Isla Vista**

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Accept the real property conveyed from Union Oil Company of California, a California corporation, to the County of Santa Barbara, located at 881 Embarcadero Del Mar, in Isla Vista, and known as Assessor Parcel Numbers 075-111-006 and 075-111-014 (Property); by authorizing the Chair to execute the Certificate of Acceptance (Attachment 2) attached to the Certified Copy of the Grant Deed (Attachment 1); and
- b) Approve and execute the License Agreement (Attachment 3) between the County of Santa Barbara and Union Oil Company of California, which will allow Union to enter the Property for the purpose of continuing remediation activities and groundwater monitoring at the Property as required by the Santa Barbara County Fire Department, Fire Prevention Division; and
- c) Approve and execute the Agreement and Declaration of Covenants, Conditions and Environmental Restrictions (Attachment 4) between Union Oil Company of California, and the County of Santa Barbara, which shall be recorded concurrently with the Grant Deed and the Certificate of Acceptance for the Property.

**Summary Text:**

At a joint hearing of the Board of Supervisors of the County of Santa Barbara and the Santa Barbara County Redevelopment Agency Board of Directors on June 3, 2008, a Purchase Contract was approved for the acquisition of the Property located at 881 Embarcadero Del Mar, in Isla Vista, from Union Oil Corporation of California (Union Oil) for the fair market value of \$1,400,000. The Purchase Contract requires execution of the Certificate of Acceptance; the Agreement and Declaration of Covenants,

Conditions and Environmental Restrictions; and the License Agreement during escrow. Escrow for the purchase was opened June 10, 2008, and is set to close by August 1, 2008.

**Background:**

The Isla Vista Master Plan includes policies and directives to acquire sites in downtown Isla Vista to help develop downtown parking facilities. Located at 881 Embarcadero Del Mar, this Property is centrally located in downtown Isla Vista, near the recently acquired Isla Vista Medical Clinic and the Saint Athanasius Church properties. It will be developed as a public parking lot to help facilitate redevelopment of the Isla Vista Project Area. The parking lot will accommodate approximately 45 parking spaces and will be landscaped with potted plants and shade structures. In addition, the southeast corner of the Property will be developed as a pocket park, with a natural seating area.

The Property is currently undergoing remediation to clean up subsurface contamination related to its historic use as a gas station. As part of the acquisition, Union Oil will retain the License Agreement (Attachment 3) to continue the clean up of the site. The parking lot will be constructed prior to completion of the cleanup process, and will be coordinated with Union Oil to ensure their clean up activities do not impact the parking lot use. In addition, the site will be capped with an impervious barrier to limit liability. The License Agreement will terminate upon issuance by the County's Fire Protection Division of a No Further Action Letter for the Property, which signifies completion of the remediation efforts.

The Agreement and Declaration of Covenants, Conditions and Environmental Restrictions (Attachment 4) will be recorded with the Grant Deed at the close of escrow. The purpose of the Agreement is to provide recorded notice of the historic use of the Property as a gas station and of the continuing existence and remediation of contamination on the Property. The Agreement and Declaration of Covenants, Conditions and Environmental Restrictions will remain on the records to evidence the historic use and remediation of the Property.

**Fiscal Analysis:**

The adopted FY 08/09 Redevelopment Agency Budget includes funding to acquire this site.

When complete, it is anticipated that the parking lot will generate revenue through parking meter fees that will be used to maintain the Property.

**Special Instructions:**

After Board action, please execute the Acknowledgment attached to the Agreement and Declaration of Covenants, Conditions and Environmental Restrictions, and distribute as follows:

All Original Documents:	Don Grady, Real Estate Services
Copies of all Documents:	Clerk of the Board Files

**Attachments:**

- Attachment 1. Certified Copy of Grant Deed
- Attachment 2. Certificate of Acceptance
- Attachment 3. License Agreement
- Attachment 4. Agreement and Declaration of Covenants, Conditions and Environmental Restrictions

**RECORDING REQUESTED BY:  
COUNTY OF SANTA BARBARA**

**WHEN RECORDED RETURN TO:**

County of Santa Barbara  
Department of General Services  
Office of Real Estate Services  
1105 Santa Barbara Street  
Santa Barbara, CA 93101

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel Numbers: 075-111-006, -014

**GRANT DEED**

For valuable consideration, UNION OIL COMPANY OF CALIFORNIA, a California corporation, hereby grants to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, fee title to all of that certain real property located in the unincorporated area of the County of Santa Barbara, California, more particularly described as Parcels One and Two in Attachment "1" hereto, incorporated herein by this reference (the "Property") together with all tenements, hereditaments and appurtenances thereto belonging.

**SUBJECT TO:**

(1) Any and all existing building and use restrictions, easements, rights-of-way, conditions, covenants, restrictions, reservations, liens, encumbrances, exceptions and other matters of record, including that certain Agreement and Declaration of Covenants, Conditions and Environmental Restrictions (the "CC&Rs") and that certain License Agreement, both of which have been entered into by and between Grantor and Grantee contemporaneously herewith, with the CC&Rs being recorded immediately after recordation hereof.

(2) All dedicated roads, streets and highways.

(3) All building and zoning ordinances, laws, regulations, and restrictions by any municipal or other governmental authority applicable to the Property.

(4) All general and special taxes and assessments which are a lien but not yet due and payable or for which statements have not yet been tendered.

IN WITNESS WHEREOF, UNION OIL COMPANY OF CALIFORNIA, a California corporation, has executed this Grant Deed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, California.

**GRANTOR**

UNION OIL COMPANY OF CALIFORNIA

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Project: Isla Vista Parking Lot (Grant Deed)  
A.P.N.: 075-111-006, 014  
Folio: 003496  
Agent: DG

**UNION OIL COMPANY SIGNATURE PAGE**

APPROVED AS TO FORM:

CHEVRON CORPORATION

MARY A. PARISH  
SENIOR COUNSEL

By:  \_\_\_\_\_

APPROVED AS TO FORM:

UNION OIL COMPANY OF CALIFORNIA

BRIAN J. KELLY  
ASSISTANT SECRETARY

By:  \_\_\_\_\_

## LEGAL DESCRIPTION OF THE PROPERTY

### PARCEL ONE

The Easterly 135.00 feet, between parallel lines, of Lot 3 in Block "J" of Ocean Terrace Tract, in the County of Santa Barbara, State of California, according to the map thereof, recorded in Book 15, Pages 101, 102 and 103 of Maps, in the Office of the County Recorder of said County.

APN# 75-111-14 (ARB 9 6-K-11)

### PARCEL TWO

That portion of Lot 4 in Block "J" of the Ocean Terrace Tract in the County of Santa Barbara, State of California, according to the map thereof, recorded in Book 15, Pages 101 and 102 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeasterly corner of said Lot 4; thence Northerly along the Easterly line of said Lot and Westerly line of Embarcadero Del Mar, 50 feet; thence at right angles westerly 120 feet, thence at right angles Southerly 50 feet to the Southerly line of said Lot 4; thence Easterly along said Southerly line 120 feet to the point of beginning.

APN# 75-111-06 (ARB 4B 6-K-11)



**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED, dated \_\_\_\_\_, \_\_\_\_\_, from ONION OIL COMPANY OF CALIFORNIA, a California corporation, as Grantor, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as Grantee, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, \_\_\_\_\_, and the County of Santa Barbara 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 Clerk





## LICENSE AGREEMENT

This License Agreement (this "**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation ("**Licensee**"), and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("**Licensor**").

A. Licensee is the former owner of certain real property in an unincorporated area of the County of Santa Barbara, State of California, located at 881 Embarcadero del Mar and described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Licensor purchased the Property from Licensee pursuant to a Real Property Purchase Contract and Escrow Instructions dated \_\_\_\_\_ (the "**Contract**").

C. Prior to the sale of the Property, Licensee was performing certain remediation and groundwater monitoring activities at the Property as required by the Santa Barbara County Fire Department, Fire Prevention Division ("**FPD**") pursuant to an approved work plan. Pursuant to the terms of the Contract, Licensee agreed to continue to perform such work and any additional groundwater monitoring or remediation activities as may be required by the FPD from time to time until Licensee has obtained a No Further Action Letter (as defined in the Contract) from the FPD (collectively, the "**Remediation Work**").

D. As a condition precedent to Licensee's performance of the Remediation Work, Licensor is required under the Contract to grant Licensee access to the Property at no charge to perform the Remediation Work. Licensor is willing to grant such a license to Licensee.

NOW, THEREFORE, in consideration of the Contract and the mutual benefits to the parties and other valuable consideration, the parties agree as follows:

1. The License. Licensor hereby grants to Licensee non-exclusive access to the Property, together with the right of ingress and egress, over and across the Property for the purpose of conducting the Remediation Work, under the following terms and conditions:

1.1 Remediation Work.

a. Licensor agrees that Licensee may carry out activities which Licensee deems necessary or appropriate to undertake and complete the Remediation Work as contemplated by and in compliance with the provisions of the Contract. Seller shall pursue all such Remediation Work in order to address Contamination until receipt of the No Further Action Letter (herein, "**Site Closure**"), whereupon Seller's obligation to continue groundwater monitoring and/or to perform any remediation activities at the Property shall terminate as hereinafter provided.

b. Licensee shall not materially modify the current work plan without reasonable prior notice to Licensor. Any material modifications to the current work plan shall be processed through and approved by the FPD, and Licensee will endeavor not to unreasonably or materially impair Licensor's intended use of the Property as a parking lot or require Licensor to incur any out-of-pocket costs.

c. Licensor agrees to be responsible and pay for any damage to and/or replacement of any Licensee's property which occurs as a result of any act or omission of Licensor or the Licensor Group (as hereinafter defined). Licensee agrees to be responsible and pay for any damage to and/or replacement of any Licensor-owned property which occurs as a result of any act or omission of Licensee or Licensee Group, as hereinafter defined.

d. In the event that it becomes necessary for one or more of Licensee's monitoring wells existing at the Property as of the date of this Agreement to be relocated in order to accommodate Licensor's proposed development of the Property into a parking lot, Licensee agrees to relocate each such well, in accord with the terms of this Paragraph 1(d). Within sixty (60) days of the date on which Licensor gives Licensee notice of the required relocation of a well, Licensee shall abandon the well in accordance with the all applicable laws and regulations. Licensee and Licensor shall reasonably cooperate in determining a mutually agreeable new location for the monitoring well, the location of which shall be subject to the approval of FPD. After the new well location has been determined by the parties and approved by FPD, Licensee shall install the new well in the approved location, taking steps not to unreasonably interfere with Licensor's use of the Property as a parking lot. The costs incurred by Licensee for any abandonment of wells and reinstallation of new wells under this Paragraph 1(d) shall be borne by Licensee.

e. Licensee will comply with all applicable laws and regulations relating to the Remediation Work.

f. Licensor agrees that, until such time as Licensee obtains Site Closure, Licensor will be utilizing the Property as a public parking lot. Licensor agrees to cooperate with Licensee in connection with Licensee's Remediation Work and will not unduly interfere with Licensee's operations and/or equipment.

## 2. Indemnifications.

a. Licensee's Indemnity of Licensor. Licensee shall defend, indemnify, and hold harmless Licensor and its officers, directors, agents and employees, and their contractors or invitees (collectively, the "**Licensor Group**") to the extent of matters resulting from the negligence or willful misconduct of Licensee or any member of the Licensee Group, as defined in Section 2(b), below, in its operations on the Property, except to the extent of matters resulting from the negligence or willful misconduct of Licensor or any member of the Licensor Group.

b. Licensor's Indemnity of Licensee. Licensor shall defend, indemnify and hold harmless Licensee and its parent, subsidiary and affiliated companies, and their respective officers, directors, agents and employees and their contractors or invitees (collectively, the "**Licensee Group**") to the extent of matters resulting from the negligence or willful misconduct of Licensor or any member of the Licensor Group in its operations on the Property, except to the extent of matters resulting from the negligence or willful misconduct of Licensee or any member of the Licensee Group.

3. No Consequential Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall Licensee or Licensor be liable for any special, indirect or consequential damages, including but not limited to claims for loss of use, rents, anticipated profit or business opportunity, or business interruption, or mental or emotional distress or fear of injury or disease.

4. Term and Closure. The term of this Agreement shall be from the date hereof until the sixtieth (60<sup>th</sup>) day after Site Closure, as described above. Upon the termination of this Agreement, all of the parties' respective rights and obligations pursuant to this Agreement shall terminate, except for the indemnity obligations of the parties pursuant to Section 2 above.

5. Notices. All notices, demands, requests or replies (collectively, the "Notices") provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; (3) by prepaid telegram; or (4) by prepaid deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("Fax"); provided, however, that in order for a Fax Notice to be deemed effective, the party giving notice by Fax shall provide a "hard copy" of the Faxed Notice thereafter to the other party pursuant to one of the four methods of "hard copy" delivery specified in this Section. For purposes of this Agreement, Notices shall be addressed as follows:

to Licensee:

Union Oil Company of California  
c/o Chevron Business & Real Estate Services  
276 Tank Farm Road (93401)  
P.O. Box 1069  
San Luis Obispo, CA 93406  
Fax: (805) 784-0493  
Attention: Kelly A. Duran

with a copy to:

Union Oil Company of California  
c/o Chevron Corporation  
6001 Bollinger Canyon Road, T3244  
San Ramon, CA 94583  
Fax: (925) 842-2056  
Attention: Mary A. Parish, Esq.

to Licensor:

Ronn Carlentine, SR/WA  
General Service Department  
County of Santa Barbara  
1105 Santa Barbara Street  
Santa Barbara, CA 93101  
Fax: (805) 568-3249

With a copy to:

Kevin Ready, County Counsel  
County of Santa Barbara  
105 East Anapamu Street  
Santa Barbara, CA 93101  
Fax: (805) 568-2982

6. Invalidity. The invalidity or enforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

7. Licensee's Successors and Assigns. The rights of Licensee and the obligations and liabilities of Licensee under this Agreement shall not be assignable by Licensee except upon the express written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion.

8. Licensor's Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Licensor and its successors and assigns.

9. Construction. This Agreement shall be construed pursuant to the laws of the State of California.

10. Attorneys' Fees. In any legal action or proceeding, including, without limitation, arbitration, related to the enforcement or interpretation of this Agreement, the prevailing party shall recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

11. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**“LICENSOR”**

COUNTY OF SANTA BARBARA,  
a political subdivision of the State of California

ATTEST  
Michael F. Brown  
Clerk of the Board

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

Date: \_\_\_\_\_

**“LICENSEE”**

UNION OIL COMPANY OF CALIFORNIA,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attach appropriate notary acknowledgements.

Project: Isla Vista Parking Lot (License)  
A.P.N.: 075-111-006, 014  
Folio: 003496  
Agent: DG

**COUNTY SIGNATURE PAGE**

APPROVED AS TO FORM:  
DANIEL J. WALLACE  
COUNTY COUNSEL

By: \_\_\_\_\_



KEVIN E. BEATTY, SR. DEP. COUNTY COUNSEL  
Deputy

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

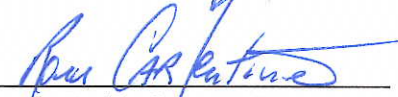
By: \_\_\_\_\_



Deputy

APPROVED:

By: \_\_\_\_\_



Ronn Carlentine, SR/WA  
Real Property Manager

APPROVED:

By: \_\_\_\_\_



Ray Aromatorio, ARM, AIC  
Risk Program Administrator

Project: Isla Vista Parking Lot (License)  
A.P.N.: 075-111-006, 014  
Folio: 003496  
Agent: DG

**UNION OIL COMPANY SIGNATURE PAGE**

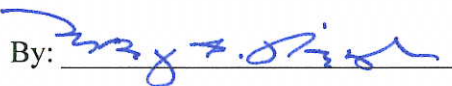
APPROVED AS TO FORM: APPROVED AS TO FORM:

CHEVRON CORPORATION

UNION OIL COMPANY OF CALIFORNIA

MARY A. PARISH  
SENIOR COUNSEL

BRIAN J. KELLY  
ASSISTANT SECRETARY

By: 

By: 



**EXHIBIT "A"**

**Description of the Property**

**LEGAL DESCRIPTION OF THE PROPERTY**

**PARCEL ONE**

The Easterly 135.00 feet, between parallel lines, of Lot 3 in Block "J" of Ocean Terrace Tract, in the County of Santa Barbara, State of California, according to the map thereof, recorded in Book 15, Pages 101, 102 and 103 of Maps, in the Office of the County Recorder of said County.

APN# 75-111-14 (ARB 9 6-K-11)

**PARCEL TWO**

That portion of Lot 4 in Block "J" of the Ocean Terrace Tract in the County of Santa Barbara, State of California, according to the map thereof, recorded in Book 15, Pages 101 and 102 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeasterly corner of said Lot 4; thence Northerly along the Easterly line of said Lot and Westerly line of Embarcadero Del Mar, 50 feet; thence at right angles westerly 120 feet, thence at right angles Southerly 50 feet to the Southerly line of said Lot 4; thence Easterly along said Southerly line 120 feet to the point of beginning.

APN# 75-111-06 (ARB 4B 6-K-11)



**Recording Requested by  
and When Recorded Mail to:**  
Union Oil Company of California  
c/o Chevron Business & Real Estate Services  
P.O. Box 1069  
San Luis Obispo, California 93406  
Attention: Kelly A. Duran

Assessor's Parcel Numbers: 075-111-006, -014

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT AND DECLARATION OF  
COVENANTS, CONDITIONS  
AND ENVIRONMENTAL RESTRICTIONS**

This Agreement and Declaration of Covenants, Conditions, and Environmental Restrictions (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by UNION OIL COMPANY OF CALIFORNIA, a California corporation ("**Union**") and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("**Owner**").

**RECITALS**

A. Owner and Union are parties to that certain Contract, as defined below, pursuant to which Owner acquired title to the Property, as defined below.

B. Pursuant to the provisions of the Contract, Owner and Union agreed to record this Agreement concurrently with the recording of the deed conveying title to the Property to Owner.

NOW THEREFORE, in consideration of value, the receipt and sufficiency of which are hereby acknowledged, Union and Owner agree as follows:

1. As used herein, the following terms shall have the respective meanings set forth below:

"**Agency**" shall mean the Santa Barbara County Fire Department, Fire Prevention Division, the government authority actually asserting jurisdiction over conditions of Contamination on the Property.

"**Applicable Contamination**" shall mean any Contamination which resulted during Union's ownership of the Property from Union's products or related wastes, or from Union's use of the Property as a facility for the sale or resale of gasoline or other petroleum products and/or the performance of automotive service activities.

"**Contamination**" shall mean any hazardous or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the

environment, including but not limited to petroleum or petroleum products or wastes derived therefrom.

“**Property**” shall mean that certain real property described on Exhibit “A” hereto.

“**Contract**” shall mean that certain Real Property Purchase Contract and Escrow Instructions executed by Union, as Seller, and Owner, as Buyer, pertaining to the Property and resulting in recordation of this Agreement.

“**Owner Group**” shall mean, individually and collectively, Owner and its officers, directors, agents and employees, and their contractors or invitees, their respective successors and assigns; and any subsequent owner of any interest whatsoever and however acquired in the Property.

2. Owner hereby acknowledges for itself and the Owner Group that:

(a) The Property has been used, among other uses, as a facility for the sale or resale of gasoline or other petroleum products and/or the performance of automotive service activities, and that underground tanks and relating piping were located thereon;

(b) Union has performed remediation and groundwater monitoring activities at the Property in compliance with Agency requirements applied to the Property by said Agency, but that Union has not yet obtained a “No Further Action Letter” (as defined in the Contract) from the Agency;

(c) Notwithstanding the remediation of Applicable Contamination as described above and Union’s continued obligation to complete its performance of remediation and groundwater monitoring activities and obtain Site Closure as more fully set forth in the Contract, some Contamination may remain in, on, or about the Property.

3. Owner further acknowledges for itself and the Owner Group that:

(a) The provisions contained herein are not a representation or warranty by Union that the Property contains no Contamination or Applicable Contamination;

(b) The provisions contained herein are not an admission by Union as to the existence of any Contamination or Applicable Contamination on the Property;

(c) The provisions contained herein are not an indemnity by Union of Owner, any member of the Owner Group, or any third party regarding any environmental or other matter concerning the Property; and

(d) The provisions contained herein create no rights in Owner, any member of the Owner Group, or any third party.

4. The above covenants, conditions, restrictions, waivers, releases and agreements are deemed to constitute a condition and restriction on the conveyance of the Property by Union to Owner, and to each and every subsequent transfer of an estate or any interest other whatsoever in the Property to any member of the Owner Group.

5. The above covenants, conditions, restrictions, waivers, releases and agreements are covenants running with the land that shall bind each and every member of the Owner Group.

6. This instrument shall be deemed to be delivered to Union concurrently with the delivery by Union of the deed to the Property pursuant to the provisions of the Contract.

7. As used herein, the plural shall include the singular.

8. If any provision of this Agreement is held by a court of competent jurisdiction as void or unenforceable and all avenues of appeal have been exhausted, time to appeal has lapsed and an appeal has been abandoned, then that provision of this Agreement shall be deemed to have been deleted, and this Agreement as so modified shall remain in full force and effect.

9. This Agreement shall be construed pursuant to the laws of the State of California.

*[The remainder of this page is intentionally blank; signatures appear on the next page.]*

10. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement bind on the parties hereto.

**“OWNER”**

COUNTY OF SANTA BARBARA,  
a political subdivision of the State of California

ATTEST:  
Michael F. Brown  
Clerk of the Board

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

Date: \_\_\_\_\_

**“UNION”**

UNION OIL COMPANY OF CALIFORNIA,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attach Appropriate Notary Acknowledgements

**Notary**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
(Name of Notary)

Notary Public, 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)

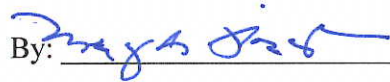
Project: Isla Vista Parking Lot (CC & Rs)  
A.P.N.: 075-111-006, 014  
Folio: 003496  
Agent: DG

**UNION OIL COMPANY SIGNATURE PAGE**

APPROVED AS TO FORM:

CHEVRON CORPORATION

MARY A. PARISH  
SENIOR COUNSEL

By:  \_\_\_\_\_

APPROVED AS TO FORM:

UNION OIL COMPANY OF CALIFORNIA

BRIAN J. KELLY  
ASSISTANT SECRETARY

By:  \_\_\_\_\_



Project: Isla Vista Parking Lot (CC & Rs)  
A.P.N.: 075-111-006, 014  
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**COUNTY SIGNATURE PAGE**


APPROVED AS TO FORM:  
DANIEL J. WALLACE  
COUNTY COUNSEL

By:   
Deputy  
**KEVIN E. READY, SR. DEP. COUNTY COUNSEL**


APPROVED:

By:   
Ronn Carlentine, SR/WA  
Real Property Manager

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

By:   
Deputy

APPROVED:

By:   
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

**EXHIBIT "A"**

**Description of the Property**

**LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL ONE

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APN# 75-111-14 (ARB 9 6-K-11)

PARCEL TWO

That portion of Lot 4 in Block "J" of the Ocean Terrace Tract in the County of Santa Barbara, State of California, according to the map thereof, recorded in Book 15, Pages 101 and 102 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeasterly corner of said Lot 4; thence Northerly along the Easterly line of said Lot and Westerly line of Embarcadero Del Mar, 50 feet; thence at right angles westerly 120 feet, thence at right angles Southerly 50 feet to the Southerly line of said Lot 4; thence Easterly along said Southerly line 120 feet to the point of beginning.

APN# 75-111-06 (ARB 4B 6-K-11)