



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: June 3, 2008
Placement: Departmental
Estimated Time: 15 minutes
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
Redevelopment Agency Board of Directors

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: Joint Hearing for Real Property Acquisition of 881 Embarcadero Del Mar, Isla Vista

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Accept the CEQA addendum to the Isla Vista Master Plan Environmental Impact Report (“IVMP EIR”), finding the proposed project was studied in the IVMP EIR and that refinements to the proposed project will not result in new significant impacts nor substantially increase the severity of previously disclosed significant impacts beyond those already identified (Attachment 1); and
- b) Adopt the County Resolution making findings required by California Health & Safety Code Sections 33445 and 33679 to use Redevelopment Agency funds to purchase 881 Embarcadero Del Mar (Property) (Attachment 4); and
- c) Adopt the Resolution of Intent to Purchase the Property from the Union Oil Corporation of California (Union Oil) (Attachment 6); and
- d) Execute the Real Property Sale Contract and Escrow Instructions between the County and Union Oil to acquire the Property in the amount of \$1,400,000, and authorize the County Executive Officer, or designee, to initial various provisions therein on behalf of the County (Attachment 7); and
- e) Authorize the County Executive Officer to extend escrow up to 60 additional days, if necessary to facilitate funding of the acquisition.

That the Board of Directors of the Redevelopment Agency:

- f) Accept the CEQA addendum to the Isla Vista Master Plan Environmental Impact Report, finding the proposed project was studied in the IVMP and that refinements to the proposed project will

not result in new significant impacts nor substantially increase the severity of previously disclosed significant impacts beyond those already identified (Attachment 1), and

- g) Adopt the Agency Resolution making findings required by Health & Safety Code Sections 33445 and 33679 for the acquisition of the Property (Attachment 5).

Summary Text:

This item is on the agenda to consider the acquisition of property at 881 Embarcadero Del Mar in Isla Vista (Property) from Union Oil Corporation of California (Union Oil) for the fair market value of \$1,400,000.

The recently adopted Isla Vista Master Plan includes policies directing the Redevelopment Agency (“Agency”) to acquire sites for downtown parking facilities. This site will be developed as a public parking lot to facilitate redevelopment of the Isla Vista Redevelopment Project Area.

The Property is currently undergoing remediation to clean up subsurface contamination related to historic use as a gas station. As part of the acquisition, Union Oil will retain a license agreement to continue the clean up of the site. Prior to the completion of remediation the Agency will develop a public parking lot on the site. The parking lot design will be coordinated with Union Oil to ensure that their clean up activities do not impact the parking lot use. In addition, to limit liability the site will be capped with an impervious barrier.

Background:

Located at 881 Embarcadero Del Mar (APN 075-111 -014 & -006), the Property is centrally located in downtown Isla Vista. The site is within 700 feet of the Isla Vista Medical Clinic and Saint Athanasius Orthodox Church. Your Board authorized opening escrow for the acquisition of those sites earlier this spring.

The proposed acquisition will facilitate the development of a public surface parking lot. The proposed 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.

An independent appraisal of the Property was performed on January 9, 2007, by Kioren Moss, of Moss and Associates, who determined fair market value for the property to be between \$1,150,000.00 and \$1,600,000.00, based on the status of the proposed Isla Vista Master Plan rezone. Agency staff used that appraisal as the basis of their negotiation with Union Oil, taking into account the site contamination issues.

The Agency, with the consent of the Board of Supervisors, is allowed to pay all or part of the cost of any publicly owned property provided that certain determinations are made pursuant to Health and Safety Code Section 33445. The Agency and Board of Supervisors must adopt resolutions and make certain findings in order to authorize the use of redevelopment funds for that purpose. The findings must demonstrate how the project will benefit the project area and declare that there are no other reasonable means of financing the project. By adopting these resolutions, the Agency and Board of Supervisors must also determine that the project will assist in eliminating blight within the Isla Vista Project Area and that the project conforms to the Redevelopment Plan and the Agency’s Implementation Plan. In addition, this public hearing is required by Health and Safety Code Section 33679. The attached Summary Reports and Resolutions satisfy the requirements of Health and Safety Code Sections 33445 and 33679 (Attachment 2, 3, 4, and 5).

The attached Resolution of Intent to Purchase Real Property (Attachment 6) describes the Property to be purchased, the price to be paid, the property owner (seller), and designates July 15, 2008, at 9:00 am as

the date and time the Agency will meet to consummate the purchase by approving and executing a Certificate of Acceptance. The notice of the intention to purchase the Property will be published pursuant to Section 6063 of the Government Code. The close of escrow is anticipated to be on or before August 1, 2008.

Concurrently with the Certificate of Acceptance, the Board will be presented with an Agreement and Declaration of Covenants, Conditions and Environmental Restrictions and a License Agreement for the Board's execution. Copies of those documents are attached to the Purchase Contract and Escrow Instructions (Attachment 7) as exhibits "C" and "D", respectively.

The Agreement and Declaration of Covenants, Conditions and Environmental Restrictions 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 License Agreement provides Union Oil the right to access the Property after the close of escrow for the purpose of continuing remediation of the contamination and monitoring of the related groundwater activities. Issuance by the County's Fire Protection Division of a No Further Action Letter for the Property will signify completion of the remediation efforts. The License Agreement will terminate upon such issuance and 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 acquisition will be funded entirely by the Agency and will have no impact on the County General Fund. The Agency's adopted FY 07/08 Budget describes a proposed debt issuance to fund this and several other Redevelopment initiatives. However, due to financing requirements, this project will be funded using Agency Reserves rather than through the proposed debt issuance. As the escrow for this project will close next fiscal year, the final proposed Agency Budget for FY08/09 will include the funds necessary to purchase the Property.

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 distribute as follows:

Original and Duplicate Original Real Property Sale Contract and Escrow Instructions	Don Grady, Real Estate Services
Copies of all documents	Clerk of the Board Files

Attachments:

- Attachment 1. CEQA Addendum
 - Exhibit A. Embarcadero Del Mar Parking Lot Project Traffic Impact Study
- Attachment 2. Report Pursuant to Health & Safety Code §33445
- Attachment 3. Report Pursuant to Health & Safety Code §33679
- Attachment 4. County Resolution making findings required by Health & Safety Code §33445 and §33679
- Attachment 5. Agency Resolution for Health & Safety Code §33445 and §33679
- Attachment 6. Resolution of Intent to Purchase property at 881 Embarcadero Del Mar
- Attachment 7. Real Property Sale Contract and Escrow Instructions

**ATTACHMENT 1
CEQA ADDENDUM**

CEQA ADDENDUM
to the
ISLA VISTA MASTER PLAN ENVIRONMENTAL IMPACT REPORT
SCN 2003101095

SECTION 4.3: DOWNTOWN PARKING STRUCTURE

May 21, 2008

Prepared by

**COUNTY OF SANTA BARBARA
REDEVELOPMENT AGENCY**

**1105 Santa Barbara St. 4th Floor
Santa Barbara County Courthouse
Santa Barbara, CA 93101**

Staff Contact:

**Abigail Nugent
805.884.8082**

SUMMARY OF THIS DOCUMENT

This addendum assesses the environmental impact of refinements to the Isla Vista Master Plan Environmental Impact Report (IVMP EIR), Section 4.3: Downtown Parking Structure, as required by the California Environmental Quality Act (CEQA) (California Public Resources Code 21000 et seq.) and in compliance with the State CEQA Guidelines (14 California Code of Regulations 15000 et seq.).

The County of Santa Barbara Redevelopment Agency, as the lead agency under CEQA, will consider the potential environmental impacts of the proposed refinements to the Downtown Parking Structure (Project) when it considers whether or not to approve these changes as part of the Project. This Addendum is an informational document, intended to be used in the planning and decision making process as provided for under Section 15164 of the CEQA Guidelines. The Addendum does not recommend approval or denial of the proposed refinements to the Project.

The fundamental conclusion of this addendum is that the proposed refinements to the Project will not result in new significant impacts nor substantially increase the severity of previously disclosed significant impacts beyond those already identified in the 2007 certified Isla Vista Master Plan Environmental Impact Report. Thus, a subsequent or supplemental EIR need not be prepared.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Under CEQA Section 15180, if a project Environmental Impact Report (“EIR”) has been certified for a redevelopment plan, no subsequent EIRs are required for individual components of the redevelopment plan unless a subsequent EIR or a supplement to an EIR would be required by Section 15162 or 15163. The Isla Vista Master Plan EIR is both a program EIR and project EIR, analyzing both the impacts of the Isla Vista Master Plan as a whole and specific projects in the Isla Vista Master Plan. Therefore, under Section 15180, the Project does not require a subsequent EIR unless required under Section 15162.

Under Section 15162, a subsequent EIR is required if there is a substantial increase in the severity of previously identified significant effects. The refinements to the Project do not result in any environmental effects more severe than previously examined in the IVMP EIR; therefore, the refined Project does not require a subsequent EIR. Therefore, this addendum analyzes the Project refinements as required under the CEQA Guidelines, Sections 15162 and 15164.

BACKGROUND

The Isla Vista Master Plan Environmental Impact Report, Section 4.3, analyzes the environmental impacts of a parking structure in downtown Isla Vista. The Project was anticipated to occur in phases; the first phase includes the acquisition and construction of a surface parking lot, and the second (optional) phase consists of the construction of a multi-level structure. The project location is described as a site in downtown Isla Vista, of at least 0.5 acres, with 50 – 250 parking spaces.

The estimated project specific impacts can be found in the IVMP EIR, pages 4.3-1 – 4.3-6. Specific information regarding environmental setting, regulatory framework, and thresholds of significance, as well as specific program impacts and mitigation measures, can be found in individual resource sections located in Section 3 of the IVMP EIR.

PROJECT DESCRIPTION

The refined Project is based on the first phase Project set forth in Section 4.3 of the IVMP EIR, and consists of the purchase of 881 Embarcadero Del Mar (APN 075-111 -014 & -006) for the construction and operation of a surface parking lot to serve downtown Isla Vista. The site is a total of 17,858 square feet or approximately 0.41 acres, which is less than the analyzed 0.5 – 1 acre site. It is estimated to accommodate 45 spaces with one entrance and exit on Embarcadero Del Mar, also less than the analyzed 50 – 250 parking spaces. The standing wall adjacent to the residential properties on the western and northern border of the property will remain in place to screen adjacent residential properties in accordance with Section 35-115. The lot will include the installation of lights and one pay station measuring approximately two feet by two feet, mounted on a pole at eye level roughly five feet off the ground.

PROJECT IMPACTS

A summary of project specific significant or potentially significant resource section impacts are as follows:

Aesthetics/Visual Resources

The IVMP EIR identified the following project-specific and/or programmatic impacts to Aesthetics/Visual Resources during environmental review of the Project. Please refer to Section 4.3 and Section 3.2 of the IVMP EIR for further details.

- Impacts to nighttime views from security lighting.
- Possible improper disposal of construction materials during construction that could be objectionable or inconsistent with the character of the project site.
- Parking structure may obstruct some fragmentary views of the Santa Ynez mountain range.

The refined Project will not result in any effects more severe than those shown in the Isla Vista Master Plan EIR. It is located in the same area as established in the EIR, and at 0.41 acres, the refined Project is smaller than the IVMP EIR evaluated 0.5 – 1 acre parking structure. Therefore, since the scale is smaller than originally evaluated, the visual impact will be less severe than determined in the IVMP EIR. As a surface lot, the views of the Santa Ynez mountain range will not be obstructed, therefore, the impacts to views will be less severe than with a multi-level parking structure. The lighting will be designed and mitigated as set forth in the IVMP EIR and disposal of construction materials will also be managed as set forth in the IVMP EIR to insure that project impacts are less severe than identified in the IVMP EIR.

Agricultural Resources

There are no anticipated program or project-specific impacts to agricultural resources set forth in the IVMP EIR.

The refined Project remains consistent with the Project evaluated in the IVMP EIR and there are no anticipated program or project specific impacts to agricultural resources.

Air Quality

The IVMP EIR identified the following project-specific and/or programmatic impacts to air quality during environmental review of the Project. Please refer to Section 4.3 and Section 3.4 of the IVMP EIR for further details.

- Emissions from site preparation and construction phase.
- Increased vehicle emissions.

A surface lot requires less intensive construction than a multi-level parking structure, therefore, the refined Project construction air quality impacts will be less than analyzed in the IVMP EIR. The number of spaces, and therefore, intensity of use and vehicle emissions, is less than analyzed in the IVMP EIR. Additionally, because the location is in the same area as established in the IVMP EIR, the refined Project will not cause any impact in construction or traffic circulation more severe than those evaluated in the IVMP EIR. Therefore, the refined Project will not result in any impacts to air quality more severe than those shown in the Isla Vista Master Plan EIR.

Biological Resources

There are no anticipated program or project-specific impacts to biological resources set forth in the IVMP EIR.

The refined Project remains consistent with the Project evaluated in the IVMP EIR and there are no anticipated program or project specific impacts to biological resources.

Cultural/Historical Resources

The IVMP EIR identified the following project-specific and/or programmatic impacts to cultural/historical resources during environmental review of the Project. Please refer to Section 4.3 and Section 3.6 of the IVMP EIR for further details.

- Project could result in damage and destruction of unknown resources.

The refined Project is located in the same area as established in the IVMP EIR and the scope is less than that analyzed in the IVMP EIR. The EIR contemplated a multi-level parking structure whereas the refined Project consists of a surface level parking lot. As such, excavation for the refined project will be reduced due to foundation requirement changes with a surface lot, and therefore, disturbance of possible cultural resources is less likely than analyzed in the IVMP EIR. If resources are found during construction, the same standard mitigation measures established in the IVMP EIR for cultural or archeological resources will followed. Therefore, the refined Project will not result in any effects more severe than those shown in the Isla Vista Master Plan EIR.

Geologic Hazards

The IVMP EIR identified the following project-specific and/or programmatic impacts relating to geologic hazards during environmental review of the Project. Please refer to Section 4.3 and Section 3.7 of the IVMP EIR for further details.

- Increased risk from seismic hazards.
- Increased risk of liquification.
- Increased risk from soil hazards.

The refined Project is located in the same area as established in the IVMP EIR and the scope is less than that analyzed in the IVMP EIR. The EIR contemplated a multi-level parking structure whereas the refined Project consists of a surface level parking lot. As such, excavation and foundational depth for the refined project will be reduced due to foundation requirement changes with a surface lot. Additionally, because of the height of a multi-level parking structure, it is at an increased risk from seismic and liquification hazards than a surface parking lot. Therefore, increased risk from seismic hazards, liquification, and soil hazards is less likely than analyzed in the IVMP EIR. Therefore, the refined Project will not result in any effects more severe than those shown in the Isla Vista Master Plan EIR.

Hazards and Hazardous Materials

The IVMP EIR identified the following project-specific and/or programmatic impacts relating to hazards and hazardous materials during environmental review of the Project. Please refer to Section 4.3 and Section 3.8 of the IVMP EIR for further details.

- Disturbance of contaminated soil/groundwater.

The refined Project is located in the same area as established in the IVMP EIR and the scope is less than that analyzed in the IVMP EIR. The EIR contemplated a multi-level parking structure whereas the refined Project consists of a surface level parking lot. As such, excavation for the refined project will be reduced due to foundation requirement changes with a surface lot, and therefore, disturbance of contaminated soil/groundwater will be less than that analyzed in the IVMP EIR. Mitigation measures as set forth in the IVMP EIR will be followed. Therefore, the refined Project will not result in any effects more severe than those shown in the IVMP EIR.

Hydrology and Water Quality

The IVMP EIR identified the following project-specific and/or programmatic impacts to hydrology and water quality during environmental review of the Project. Please refer to Section 4.3 and Section 3.9 of the IVMP EIR for further details.

- Construction related water quality impacts.
- Increase of impervious surfaces.

As a surface lot instead of a multi-level parking structure, construction will be less intensive, and the project construction water quality impacts will be less than analyzed in the IVMP EIR. At 0.41 acres, the

site is smaller than the 0.5 – 1 acres Project and the increase of impervious surfaces is less than analyzed in the IVMP EIR. As provided for in the IVMP EIR, mitigation by Best Management Practices will be implemented. Therefore, the refined Project will not result in any effects more severe than those shown in the IVMP EIR.

Land Use, Population and Housing

The IVMP EIR identified the following project-specific and/or programmatic impacts to land use, population, and housing during environmental review of the Project. Please refer to Section 4.3 and Section 3.1 of the IVMP EIR for further details.

- Loss of privacy impacts.

Consistent with the analysis in the IVMP EIR, the refined Project is located in the downtown area and as a surface parking lot with 45 parking spaces instead of a multi-level parking structure with 50 – 250 spaces, use would be less intensive for the refined Project. Therefore the impact to privacy for the surrounding residential units would be less severe than shown in the IVMP EIR and the refined Project will not result in any effects more severe than those shown in the IVMP EIR.

Noise

The IVMP EIR identified the following project-specific and/or programmatic impacts relating to noise during environmental review of the Project. Please refer to Section 4.3 and Section 3.10 of the IVMP EIR for further details.

- Temporary construction related noise.
- Increase in ambient noise levels.

As a surface lot instead of a multi-level parking structure, construction will be less intensive and the project construction noise impacts will be less than analyzed in the IVMP EIR. Consistent with the analysis in the IVMP EIR, the refined Project is located in the downtown area and not different than evaluated in the IVMP in regards to proximity to sensitive noise receptors. For the refined Project, the number of spaces, and therefore, intensity of use and ambient noise levels, is less than analyzed in the IVMP EIR. Therefore, the refined Project will not result in any effects more severe than those shown in the IVMP EIR.

Parks, Open Space and Recreation

There are no anticipated program or project-specific impacts to parks, open space, and recreation set forth in the IVMP EIR.

The refined Project remains consistent with the Project evaluated in the IVMP EIR and there are no anticipated program or project specific impacts to parks, open space, and recreation.

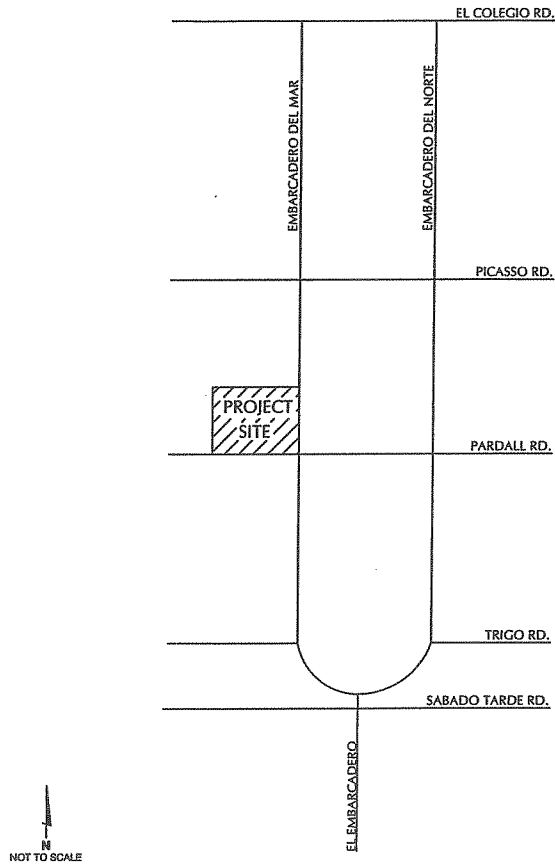
Public Service and Utilities

There are no anticipated project-specific impacts to public service and utilities set forth in the IVMP EIR.

EXHIBIT A
EMBARCADERO DEL MAR PARKING LOT PROJECT TRAFFIC IMPACT STUDY

**EMBARCADERO DEL MAR PARKING LOT PROJECT,
ISLA VISTA AREA OF SANTA BARBARA COUNTY**

TRAFFIC IMPACT STUDY



ATE Project 08021

March 5, 2008

Prepared for:

**Santa Barbara Redevelopment Agency
105 East Anapamu Street, Room 303
Santa Barbara, CA 93105**



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Richard L. Pool, P.E.
Scott A. Schell, AICP

March 5, 2008

08021R02.WP

Jamie Goldstein, Deputy Director
Santa Barbara Redevelopment Agency
105 East Anapamu Street, Room 303
Santa Barbara, CA 93105

***TRAFFIC IMPACT STUDY FOR THE
EMBARCADERO DEL MAR PARKING LOT PROJECT, SANTA BARBARA COUNTY***

Associated Transportation Engineers has prepared the following traffic impact study for the parking lot project proposed at 881 Embarcadero Del Mar in the Isla Vista area of Santa Barbara County. It is our understanding that this report will be used by the County to assess potential traffic impacts associated with the project.

Associated Transportation Engineers

Scott A. Schell, AICP, PTP
Principal Transportation Planner

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INTRODUCTION

The following study contains an analysis of the potential traffic impacts associated with the parking lot project proposed at 881 Embarcadero Del Mar in the Isla Vista area of Santa Barbara County. The report provides information regarding existing and future traffic conditions within the vicinity of the proposed project and recommends improvements where necessary. The report also reviews the proposed site access and circulation system.

PROJECT DESCRIPTION

The County of Santa Barbara is proposing to construct a 45-space surface parking lot on a vacant site located on the northwest corner of the Embarcadero Del Mar/Pardall Road intersection. Figure 1 shows the location of the project site within the community of Isla Vista. Access to the site is proposed via one driveway on Embarcadero Del Mar north of Pardall Road. A minimum of fifteen of the 45 parking spaces would be designated for tenants living in mixed-use housing in the downtown area. The remaining 30 parking spaces would be designated for public use and controlled by parking meters. Figure 2, a copy of the site plan, shows the layout and circulation system proposed for the parking lot.

EXISTING CONDITIONS

Street Network

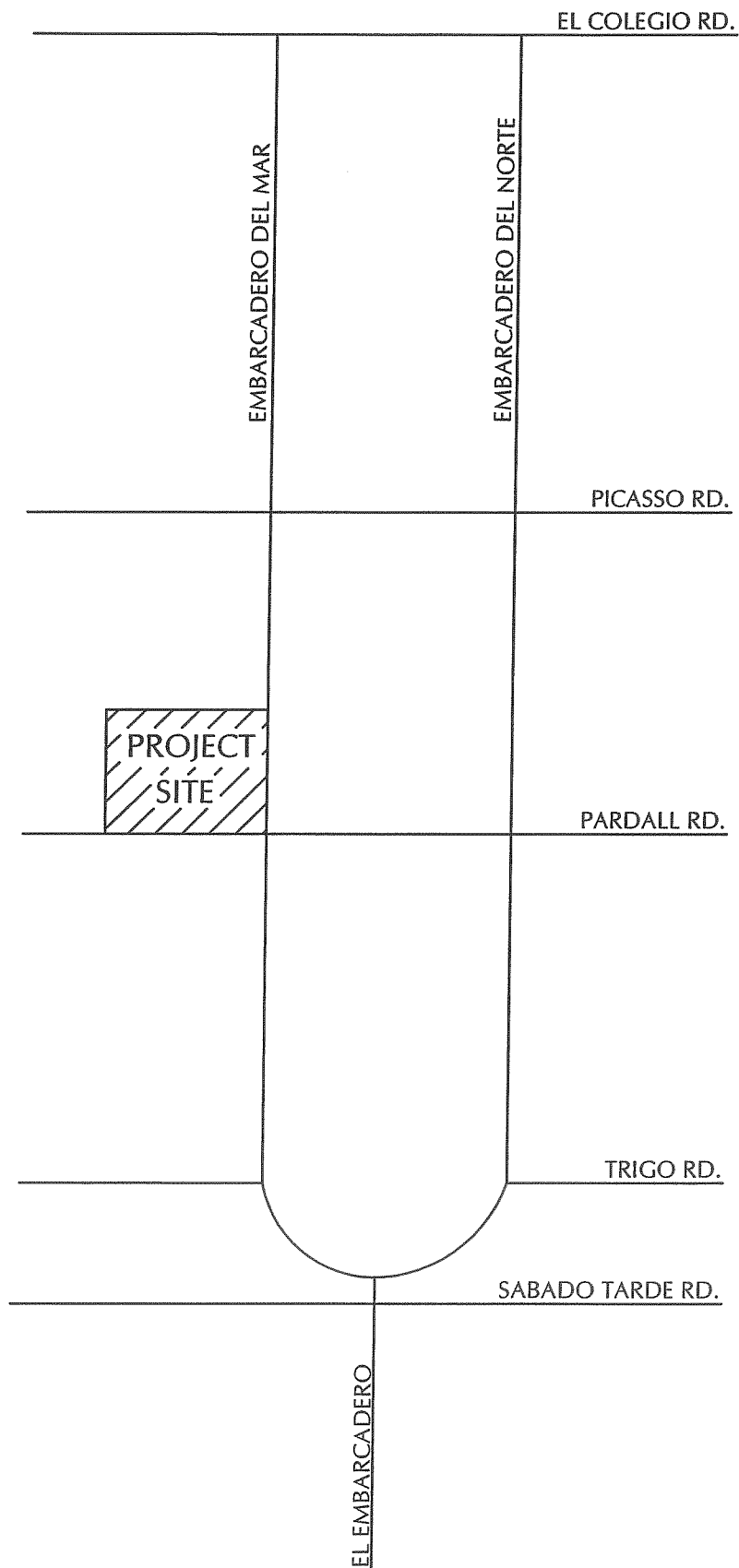
The following text provides a brief description of the study-area street network (see Figure 1).


Embarcadero Del Mar, located along the project's eastern frontage, is a 2-lane north-south collector street that extends south from El Colegio Road. The roadway loops and connects to Embarcadero Del Norte to the east. Embarcadero Del Mar and Embarcadero Del Norte serve as the main access roads for the commercial core in Isla Vista.

Pardall Road, located along the project's southern frontage, is a 2-lane east-west street that extends from Camino Pescadero to east of Embarcadero Del Norte. The Embarcadero Del Mar/Pardall Road intersection is controlled by a two-way stop.

Intersection Operations

Because traffic flow on urban arterial roadways is most constrained at intersections, detailed traffic flow analyses focus on the operating conditions of critical intersections during peak travel periods. In rating intersection operations, "Levels of Service" (LOS) A through F are used, with LOS A indicating free flow operations and LOS F indicating congested operations (more complete definitions of levels of service are included in the Technical Appendix). Santa Barbara County considers LOS C as the minimum acceptable operating standard for intersections.




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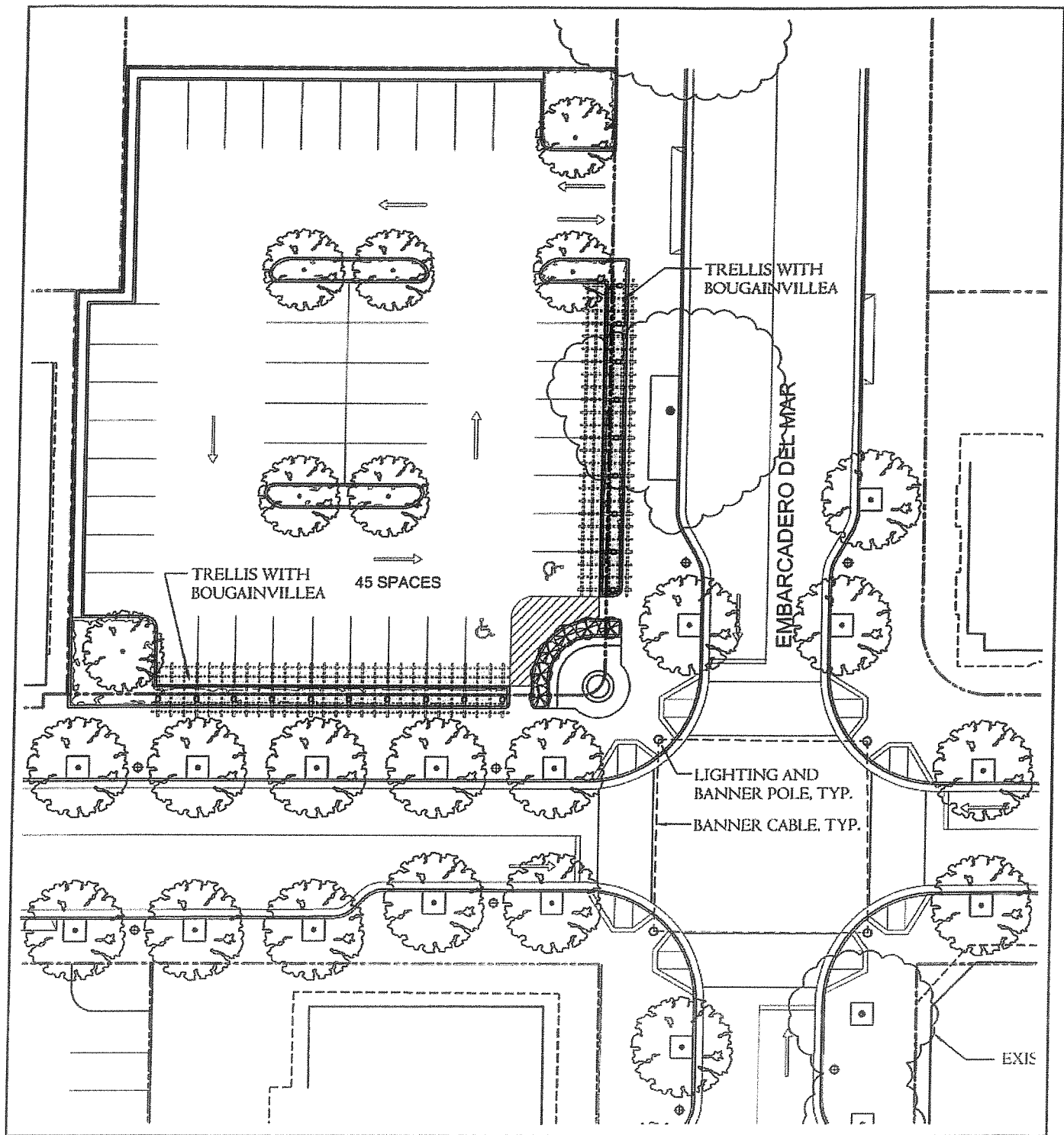


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PROJECT SITE LOCATION/EXISTING STREET NETWORK

FIGURE 1

JJK - #08021



Parking Lot at Pardall Road

Prepared for Santa Barbara County Redevelopment Agency by ROMA Design Group

MAY 11, 2007



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PROJECT SITE PLAN

FIGURE 2

JJK - #08021

Existing P.M. peak hour traffic volumes for the Embarcadero Del Mar/Pardall Road intersection are shown on Figure 3. The level of service for the intersection was calculated using the methodology outlined in the Highway Capacity Manual (HCM)¹. Table 1 displays the existing level of service for the Embarcadero Del Mar/Pardall Road intersection (a calculation worksheet is contained in the Technical Appendix).

**Table 1
Existing Levels of Service**

Intersection	Control	P.M. Peak Hour	
		Delay	LOS
Embarcadero Del Mar/Pardall Road	Stop Sign	19.9 Sec.	LOS C

LOS based on average delay per vehicle in seconds.

The data presented in Table 1 show that the Embarcadero Del Mar/Pardall Road intersection operates at LOS C during the P.M. peak hour period.

THRESHOLDS OF SIGNIFICANCE

The Santa Barbara County CEQA traffic impact thresholds were used to determine the significance of project-generated traffic. The County’s CEQA thresholds include the following criteria:

- A. The project will result in a significant impact on transportation and circulation if proposed project traffic increases the volume to capacity (V/C) ratio at local intersections by the values provided in the following table:

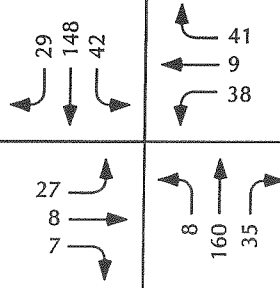
Significant Changes In Levels Of Service	
Intersection Level of Service (Including Project)	Increase in V/C or Trips Greater Than
LOS A	0.20
LOS B	0.15
LOS C	0.10
LOS D	15 Trips
LOS E	10 Trips
LOS F	5 Trips


¹ Highway Capacity Manual, Transportation Research Board, National Research Council, 2000.

EMBARCADERO DEL MAR

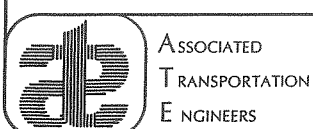
PROJECT SITE

PARDALL ROAD




 N
 NOT TO SCALE

LEGEND
 LXX - P.M. Peak Hour Volumes



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EXISTING TRAFFIC VOLUMES

FIGURE 3

JJK - #08021

- B. The project's access to a major road or arterial road would require access that would create an unsafe situation, a new traffic signal, or major revisions to an existing traffic signal.
- C. The project would add traffic to a roadway that has design features (e.g., narrow width, road-side ditches, sharp curves, poor sight distance, inadequate pavement structure) that would become a potential safety problem with the addition of project traffic.
- D. Project traffic would utilize a substantial portion of an intersection's capacity where the intersection is currently operating at acceptable levels of service, but with cumulative traffic would degrade to or approach LOS D (V/C 0.80) or lower. Substantial is defined as a minimum change of 0.03 for an intersection which would operate from 0.80 to 0.85, a change of 0.02 for an intersection which would operate from 0.86 to 0.90 and a change of 0.01 for an intersection which would operate greater than 0.90 (LOS E or worse).

PROJECT-SPECIFIC ANALYSIS

As a preface to the impact analysis, it is noted that the project would not generate new trips within the region. Instead, traffic patterns would change in the immediate area. The location of the proposed lot is anticipated to intercept trips along the Embarcadero Del Mar corridor and reduce traffic within the Embarcadero loop to the south. The impact analysis reviews trip generation at the parking lot and the affects of project traffic in the vicinity of the site. The trip distribution and assignment analysis identifies the number of trips that would affect the adjacent Embarcadero Del Mar/Pardall Road intersection, including reductions that would occur from trips intercepted by the new parking lot.

Trip Generation

Trip generation estimates were calculated for the project using rates contained in the Institute of Transportation Engineers (ITE) trip generation manual.² As described previously, there are two types of land uses that would utilize the proposed parking lot. Fifteen of the 45 parking spaces would be designated for tenants living in mixed-use housing developments in the downtown area. Trip generation estimates were developed for these parking spaces based on vehicle trip generation rates associated with high density residential uses. Trip generation estimates were developed for the remaining 30 parking spaces based on vehicle trip generation rates for retail uses since they would support the downtown commercial uses. Table 2 summarizes the average daily and P.M. peak hour trip generation estimates for the proposed project.

² Trip Generation, Institute of Transportation Engineers, 7th Edition, 2003.

**Table 2
Project Trip Generation**

Land Use	Size	ADT		P.M. Peak Hour	
		Rate	Trips	Rate	Trips
Residential(a)	15 Spaces	3.0	45	0.3	4
Commercial(b)	30 Spaces	12.0	360	1.2	36
Total			405		40

(a) Trip generation based on apartment rates (ITE Land Use Code #220).

(b) Trip generation based on retail rates (ITE Land Use Code #814).

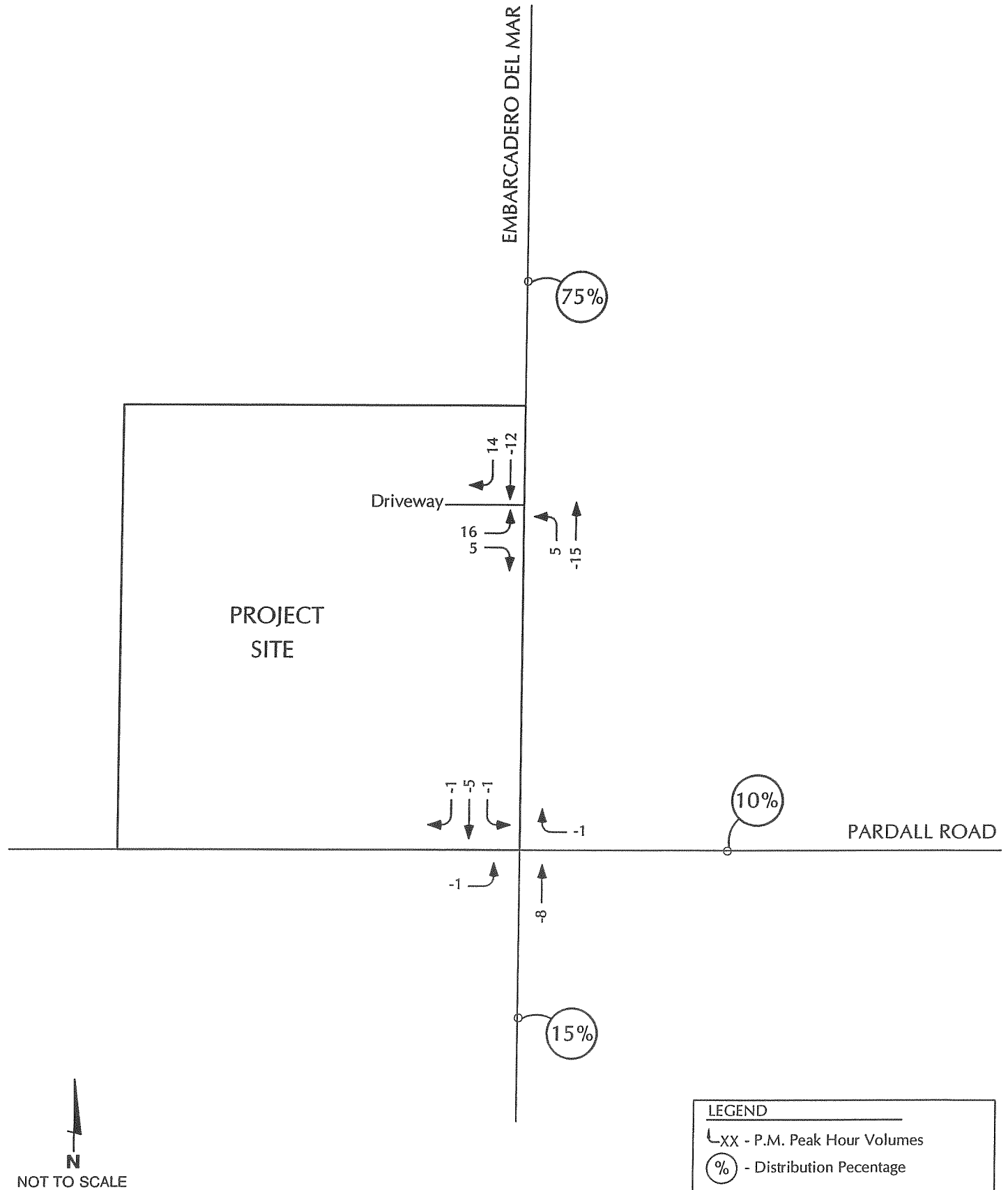
The data presented in Table 2 show that the proposed project would be estimated to generate 405 average daily trips (ADT), with 40 trips occurring during the P.M. peak hour period. As noted above, the project would not generate new trips within the region. Instead, this analysis demonstrates the number of trips which could be generated at the site driveway as a result of the project, and reviews how traffic patterns may change in the area immediately adjacent to the site.

Trip Distribution & Assignment

The distribution and assignment of project traffic also considered the types of trips generated. Most of the traffic entering/exiting the parking lot would be generated by the spaces designated for the downtown commercial uses (360 of the 405 ADT and 36 of the 40 P.M. peak hour trips). These trips would not be new to the Isla Vista area. Instead, patrons of the downtown commercial uses would select to use the proposed parking facility rather than circulate within the area looking for a parking space. Thus, the commercial-generated traffic would divert from other parking resources in the downtown area. These trips were therefore assigned to the Embarcadero Del Mar/Pardall Road intersection based on the parking lot "intercepting" traffic already on the adjacent streets. Some of the intercepted trips would no longer enter the downtown area to the south, resulting in a net reduction in trips along certain portions of the area streets.

The parking lot traffic generated by the residential users were assigned to the adjacent streets based on existing traffic patterns in the study area. It is noted that these trips were considered to be new to the downtown area, consistent with CEQA "reasonable worst case" methods, even though the trips would be generated by construction of the new residential units that are planned for the mixed use sites in the downtown area (the new residential units would create the trips, not the parking lot) and were analyzed in the Isla Vista Master Plan EIR³. Figure 4 shows the trip distribution pattern developed for the project's traffic assignments as well as the traffic assignments at the Embarcadero Del Mar/Pardall Road intersection.

³ Isla Vista Master Plan Final EIR, County of Santa Barbara, August 2007.

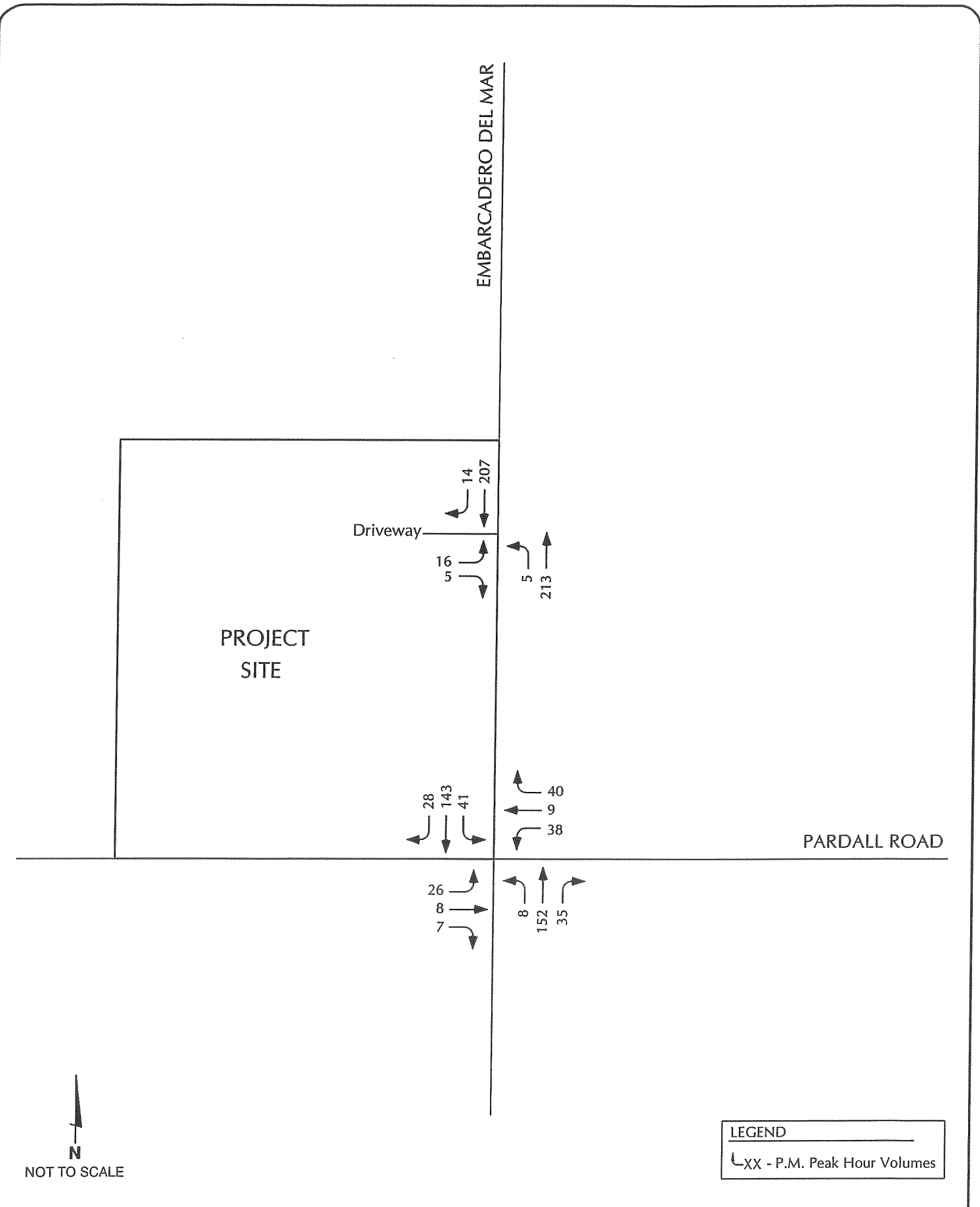



ASSOCIATED
TRANSPORTATION
ENGINEERS


PROJECT TRIP DISTRIBUTION AND ASSIGNMENT

FIGURE 4

JJK - #08021




 NOT TO SCALE

LEGEND
 - P.M. Peak Hour Volumes



ASSOCIATED
 TRANSPORTATION
 ENGINEERS

EXISTING + PROJECT TRAFFIC VOLUMES

FIGURE 5

JJK - #08021

Intersection Impacts

The P.M. peak hour level of service for the Embarcadero Del Mar/Pardall Road intersection was calculated assuming the Existing + Project traffic volumes presented on Figure 5. Table 3 compares the Existing and Existing + Project levels of service and identifies the significance of project added traffic based on County thresholds.

**Table 3
Existing and Existing + Project Levels of Service**

Intersection	P.M. Peak Hour					
	Existing		Existing + Project		Project Added	
	Delay	LOS	Delay	LOS	Trips	Impact?
Embarcadero Del Mar/Pardall Road	19.9 Sec.	C	18.9 Sec.	C	-17	NO

LOS based on average delay per vehicle in seconds.

As shown, the Embarcadero Del Mar/Pardall Road intersection is forecast to operate at LOS C under Existing + Project traffic conditions. The parking lot project is anticipated to reduce the number of trips entering the intersection by intercepting trips destined for other parking facilities in the downtown area. The project would therefore generate a beneficial impact based on County thresholds.

Site Access and Circulation

Access to the parking lot is proposed via one driveway on Embarcadero Del Mar about 95 feet north of the Pardall Road intersection. The driveway is 24 feet wide, which would accommodate simultaneous inbound/outbound movements. The parking lot is laid out with 90-degree parking and a counter-clockwise one-way circulation system. ATE's review of the lot shows that it meets the County's standards for parking space and aisle width dimensions.

Pedestrian and Bicycle Facilities

The site plan shows that the sidewalk is provided along both the Embarcadero Del Mar and Pardall Road frontages and a pedestrian connection is provided to link the parking lot to the Embarcadero Del Mar/Pardall Road intersection, thus provide adequate pedestrian facilities. The Santa Barbara Redevelopment Agency is currently implementing a separate project, the Pardall Road Enhancement Project, which includes modifications at the Embarcadero Del Mar/Pardall Road intersection. The modifications include narrowing the streets to 24 feet on all four approaches. These modifications would reduce crossing distances for pedestrians and bicyclists as well as reduce vehicular speeds, thereby improving safety at the intersection.

POTENTIAL CONSTRUCTION IMPACTS

The parking lot project will require import of materials by truck and construction could affect traffic operations in the vicinity of the site. Standard construction mitigation measures should be applied to the project. Such measures should include maintaining pedestrian and bicycle facilities during the construction period.

CUMULATIVE TRAFFIC IMPACTS

The traffic analyses prepared for the Isla Vista Master Plan EIR forecast LOS C operations at the Embarcadero Del Mar/Pardall Road intersection during the P.M. peak hour period under Buildout conditions assuming the planned roadway and intersection modifications outlined in the plan. Since the project would result in a net reduction in traffic using the intersection, the cumulative affect would be insignificant.

■ ■ ■

REFERENCES AND PERSONS CONTACTED

Associated Transportation Engineers

Scott A. Schell, AICP, PTP, Principal Transportation Planner
Dan Dawson, PTP, Supervising Transportation Planner
Joshua Kohlhaas, Transportation Technician II

References

Highway Capacity Manual, Transportation Research Board, National Research Council, 2000.

Isla Vista Master Plan EIR, County of Santa Barbara, August 2007.

Trip Generation, Institute of Transportation Engineers, 7th Edition, 2003.

Persons Contacted

Goldstein, Jamie, Santa Barbara County Redevelopment Agency
Nugent, Abigail, Santa Barbara County Redevelopment Agency

TECHNICAL APPENDIX

CONTENTS:

LEVEL OF SERVICE DEFINITIONS

INTERSECTION LEVEL OF SERVICE CALCULATION WORKSHEETS

Reference 1 - Embarcadero Del Mar/Pardall Road

LEVEL OF SERVICE DEFINITIONS

INTERSECTION LEVEL OF SERVICE DEFINITIONS

The ability of a roadway system to carry traffic is most often expressed in terms of "Levels of Service" (LOS) at intersections. LOS A through F are used, with LOS A indicating very good operations and LOS F indicating poor operations. More complete level of service definitions for intersections are listed in the following table.

LOS	Definition
A	Conditions of free unobstructed flow, no delays and all signal phases sufficient in duration to clear all approaching vehicles.
B	Conditions of stable flow, very little delay, a few phases are unable to handle all approaching vehicles.
C	Conditions of stable flow, delays are low to moderate, full use of peak direction signal phases is experienced.
D	Conditions approaching unstable flow, delays are moderate to heavy, significant signal time deficiencies are experienced for short durations during the peak traffic period.
E	Conditions of unstable flow, delays are significant, signal phase timing is generally insufficient, congestion exists for extended duration throughout the peak period.
F	Conditions of forced flow, travel speeds are low and volumes are well above capacity. This condition is often caused when vehicles released by an upstream signal are unable to proceed because of back-ups from a downstream signal.

^a Average control delay per vehicle in seconds.
Source: Highway Capacity Manual, December 2000.

LEVEL OF SERVICE CALCULATION WORKSHEETS

Reference 1 - Embarcadero Del Mar/Pardall Road

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	JJK	Intersection	PARDALL/EMBARCADERO DEL MAR
Agency/Co.	ATE	Jurisdiction	SANTA BARBARA COUNTY
Date Performed	2/20/08	Analysis Year	EXISTING CONDITIONS
Analysis Time Period	P.M. PEAK HOUR		

Project Description #08021 - 881 EMBARCADERO DEL TRAFFIC ANALYSIS	
East/West Street: PARDALL ROAD	North/South Street: EMBARCADERO DEL MAR
Intersection Orientation: East-West	Study Period (hrs): 1.00

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound			
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume (veh/h)	27	8	7	38	9	41	
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate (veh/h)	30	8	7	42	10	45	
Proportion of heavy vehicles, P _{HV}	4	--	--	4	--	--	
Median type	Undivided						
RT Channelized?			0			0	
Lanes	0	1	0	0	1	0	
Configuration	LTR				LTR		
Upstream Signal		0			0		

Minor Street	Northbound			Southbound			
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume (veh/h)	8	160	35	42	148	29	
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate (veh/h)	8	177	38	46	164	32	
Proportion of heavy vehicles, P _{HV}	4	4	4	4	4	4	
Percent grade (%)		0			0		
Flared approach		N			N		
Storage		0			0		
RT Channelized?			0			0	
Lanes	0	1	0	0	1	0	
Configuration		LTR			LTR		

Control Delay, Queue Length, Level of Service

Approach	EB	WB	Northbound			Southbound		
			7	8	9	10	11	12
Movement	1	4						
Lane Configuration	LTR	LTR		LTR			LTR	
Volume, v (vph)	30	42		223			242	
Capacity, c _m (vph)	1439	1555		548			404	
v/c ratio	0.02	0.03		0.41			0.60	
Queue length (95%)	0.06	0.08		2.03			4.26	
Control Delay (s/veh)	7.6	7.4		16.1			27.0	
LOS	A	A		C			D	
Approach delay (s/veh)	--	--		16.1			27.0	
Approach LOS	--	--		C			D	

AWD = 19.9 = LOS C

TWO-WAY STOP CONTROL SUMMARY

General Information		Site Information	
Analyst	JKK	Intersection	PARDALL/EMBARCADERO DEL MAR
Agency/Co.	ATE	Jurisdiction	SANTA BARBARA COUNTY
Date Performed	2/20/08	Analysis Year	EXISTING+PROJECT CONDITIONS
Analysis Time Period	P.M. PEAK HOUR		

Project Description #08021 - 881 EMBARCADERO DEL TRAFFIC ANALYSIS	
East/West Street: PARDALL ROAD	North/South Street: EMBARCADERO DEL MAR
Intersection Orientation: East-West	Study Period (hrs): 1.00

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	26	8	7	38	9	40
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate (veh/h)	28	8	7	42	10	44
Proportion of heavy vehicles, P _{HV}	4	--	--	4	--	--
Median type	Undivided					
RT Channelized?			0			0
Lanes	0	1	0	0	1	0
Configuration	LTR			LTR		
Upstream Signal		0			0	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	8	152	35	41	143	28
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate (veh/h)	8	168	38	45	158	31
Proportion of heavy vehicles, P _{HV}	4	4	4	4	4	4
Percent grade (%)	0			0		
Flared approach		N			N	
Storage		0			0	
RT Channelized?			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR			LTR	

Control Delay, Queue Length, Level of Service

Approach	EB	WB	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	12
Lane Configuration	LTR		LTR		LTR	LTR		
Volume, v (vph)	28	42				234		
Capacity, c _m (vph)	1441	1555				411		
v/c ratio	0.02	0.03				0.57		
Queue length (95%)	0.06	0.08				3.80		
Control Delay (s/veh)	7.5	7.4				25.2		
LOS	A	A	C			D		
Approach delay (s/veh)	--	--	15.7			25.2		
Approach LOS	--	--	C			D		

AWD = 18.9 = LOS C

ATTACHMENT 2
REPORT PURSUANT TO HEALTH & SAFETY CODE §33445

**SUMMARY REPORT PURSUANT TO SECTION 33445
OF CALIFORNIA HEALTH AND SAFETY CODE REGARDING
THE COUNTY OF SANTA BARBARA REDEVELOPMENT AGENCY
PROPOSED PURCHASE OF 881 EMBARCADERO DEL MAR FROM
UNION OIL CORPORATION OF CALIFORNIA**

The California Health and Safety Code Section 33445 requires that if a redevelopment agency wishes to pay all or a part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement that is publicly owned either within or without the project area, the legislative body of the community must determine all of the following:

1. That the buildings, facilities, structures, or other improvements are of benefit to the project area or the immediate neighborhood in which the project is located, regardless of whether the improvement is within another project area, or in the case of a project area in which substantially all of the land is publicly owned that the improvement is of benefit to an adjacent project area of the Agency.
2. That no other reasonable means of financing the buildings, facilities, structures, or other improvements, are available to the community.
3. That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements will assist in the elimination of one or more blighting conditions inside the project area or provide housing for low or moderate income persons, and is consistent with the implementation plan adopted pursuant to CRL Section 33490.

Section 33445 applies to the County of Santa Barbara Redevelopment Agency (“Agency”) proposed purchase of 881 Embarcadero Del Mar (“Property”) from Union Oil Corporation Of California (“Union Oil”), and the following report includes all information required by California Health and Safety Code.

1. Benefit to the Isla Vista Project Area.

The Agency purchase and development of the Property as a parking lot primarily benefits the Isla Vista Project Area (“Project Area”) by providing a much needed parking service to Isla Vista residents and would encourage area residents from outside the Project Area to drive to the Project Area to utilize the commercial services.

2. Financing.

There are no other available funding sources to pay for the acquisition of 881 Embarcadero Del Mar. The County is currently facing a significant budget deficit, leaving no general funds available. Financing the acquisition through an assessment district, grants, debt service or other conventional method of financing public facilities is infeasible

3. Elimination of Blight and Consistency with the Implementation Plan.

The Project Area contains an insufficient supply of parking facilities and the lack of parking in the Project Area makes it difficult for business to attract customers and do business, which contributes to blight in the Project Area. The purchase and construction of a parking lot in the Project Area would

serve to mitigate the effects of the parking deficit, therefore benefiting the project area and facilitating the elimination of conditions of blight in the Project Area.

The acquisition of property within the downtown area is identified as a specific Downtown Project in the adopted FY 2007 – 2011 Five Year Implementation Plan. This acquisition is consistent with that Plan. The acquisition is authorized under Sections 5.01 and 5.03 of the Redevelopment Plan. Additionally, Implementation Plan identifies the following related objective for the five-year period of Fiscal Years 2007/2011: “To promote public improvement facilities which are sensitive to the unique environmental qualities of the Project Area and improve conditions of deficient infrastructure.”

ATTACHMENT 3
REPORT PURSUANT TO HEALTH & SAFETY CODE §33679

**SUMMARY REPORT PURSUANT TO SECTION 33679
OF CALIFORNIA HEALTH AND SAFETY CODE REGARDING
THE COUNTY OF SANTA BARBARA REDEVELOPMENT AGENCY
PROPOSED PURCHASE OF 881 EMBARCADERO DEL MAR FROM
UNION OIL CORPORATION OF CALIFORNIA**

California Health and Safety Code Section 33679 requires that before a redevelopment agency commits to use the portion of taxes to be allocated and paid to an agency pursuant to subdivision (b) of Section 33670 for the purpose of paying all or part of the value of the land for, and the cost of the installation and construction of, any publicly owned building, other than parking facilities, the legislative body shall hold a public hearing.

Notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the community for at least two successive weeks prior to the public hearing. There shall be available for public inspection and copying, at a cost not to exceed the cost of duplication, a summary which includes all of the following:

- (a) Estimates of the amount of such taxes proposed to be used to pay for such land and construction of any publicly owned building, including interest payments.
- (b) Sets forth the facts supporting the determinations required to be made by the legislative body pursuant to Section 33445.
- (c) Sets forth the redevelopment purpose for which such taxes are being used to pay for the land and construction of such publicly owned building.

The summary shall be made available to the public for inspection and copying no later than the time of the first publication of the notice of the public hearing.

Section 33679 applies to the County of Santa Barbara Redevelopment Agency (“Agency”) proposed purchase of 881 Embarcadero Del Mar from Union Oil Corporation of California (“Union Oil”), and the following report includes all information required by California Health and Safety Code.

1. Noticing.

The public hearing was noticed according to Section 33679.

2. Tax Increment Estimates.

The estimated Redevelopment Agency tax increment financing proposed for the acquisition of 881 Embarcadero Del Mar is \$1,400,000, the fair market value of the site.

3. Section 33445 Requirements.

The facts supporting the determinations required by Health and Safety Code Section 33445 are set forth in Exhibit A.

4. Redevelopment Purpose.

The redevelopment purpose of the acquisition is to allow the Agency to redevelop the site as a surface parking lot for downtown Isla Vista.

5. Public Availability of Summary

A summary of the information required by Health and Safety Code 33679 was available for public inspection and copying at www.ivrda.org at least two weeks prior to the public hearing.

Exhibits:

Exhibit A - Summary Report Pursuant to Section 33445

EXHIBIT A

SUMMARY REPORT PURSUANT TO SECTION 33445 OF CALIFORNIA HEALTH AND SAFETY CODE REGARDING THE COUNTY OF SANTA BARBARA REDEVELOPMENT AGENCY PROPOSED PURCHASE OF 881 EMBARCADERO DEL MAR FROM UNION OIL CORPORATION OF CALIFORNIA

The California Health and Safety Code Section 33445 requires that if a redevelopment agency wishes to pay all or a part of the value of the land for and the cost of the installation and construction of any building, facility, structure, or other improvement that is publicly owned either within or without the project area, the legislative body of the community must determine all of the following:

1. That the buildings, facilities, structures, or other improvements are of benefit to the project area or the immediate neighborhood in which the project is located, regardless of whether the improvement is within another project area, or in the case of a project area in which substantially all of the land is publicly owned that the improvement is of benefit to an adjacent project area of the Agency.
2. That no other reasonable means of financing the buildings, facilities, structures, or other improvements, are available to the community.
3. That the payment of funds for the acquisition of land or the cost of buildings, facilities, structures, or other improvements will assist in the elimination of one or more blighting conditions inside the project area or provide housing for low or moderate income persons, and is consistent with the implementation plan adopted pursuant to CRL Section 33490.

Section 33445 applies to the County of Santa Barbara Redevelopment Agency (“Agency”) proposed purchase of 881 Embarcadero Del Mar (“Property”) from Union Oil Corporation Of California (“Union Oil”), and the following report includes all information required by California Health and Safety Code.

1. Benefit to the Isla Vista Project Area.

The Agency purchase and development of the Property as a parking lot primarily benefits the Isla Vista Project Area (“Project Area”) by providing a much needed parking service to Isla Vista residents and would encourage area residents from outside the Project Area to drive to the Project Area to utilize the commercial services.

2. Financing.

There are no other available funding sources to pay for the acquisition of 881 Embarcadero Del Mar. The County is currently facing a significant budget deficit, leaving no general funds available. Financing the acquisition through an assessment district, grants, debt service or other conventional method of financing public facilities is infeasible

3. Elimination of Blight and Consistency with the Implementation Plan.

The Project Area contains an insufficient supply of parking facilities and the lack of parking in the Project Area makes it difficult for business to attract customers and do business, which contributes to blight in the Project Area. The purchase and construction of a parking lot in the Project Area would serve to mitigate the effects of the parking deficit, therefore benefiting the project area and facilitating the elimination of conditions of blight in the Project Area.

The acquisition of property within the downtown area is identified as a specific Downtown Project in the adopted FY 2007 – 2011 Five Year Implementation Plan. This acquisition is consistent with that Plan. The acquisition is authorized under Sections 5.01 and 5.03 of the Redevelopment Plan. Additionally, Implementation Plan identifies the following related objective for the five-year period of Fiscal Years 2007/2011: “To promote public improvement facilities which are sensitive to the unique environmental qualities of the Project Area and improve conditions of deficient infrastructure.”

**ATTACHMENT 4
COUNTY RESOLUTION MAKING FINDINGS
REQUIRED BY HEALTH & SAFETY CODE §33445 AND §33679**

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

IN THE MATTER OF MAKING FINDINGS)
REQUIRED BY HEALTH AND SAFETY)
CODE §33445 AND §33679 FOR THE)
REDEVELOPMENT AGENCY PURCHASE) RESOLUTION NO. _____
OF 881 EMBARCADERO DEL MAR IN)
ISLA VISTA)
_____)

WHEREAS, pursuant to California Community Redevelopment Law, Health and Safety Code §33445, the Redevelopment Agency of Santa Barbara County (“Agency”) is authorized to pay part or all of the acquisition of land that will benefit the Isla Vista Project Area (“Project Area”) upon making the findings pursuant to Health and Safety Code §33445; and

WHEREAS, the Agency purchase and development of the real property located at 881 Embarcadero Del Mar (the “Property”) in the Project Area primarily benefits the Project Area by providing a much needed parking service to Isla Vista residents and would encourage area residents from outside the Project Area to drive to the Project Area to utilize the commercial services; and

WHEREAS, the County is currently facing a significant budget deficit, leaving no general funds available to pay for the acquisition and development of the Property. Financing the acquisition and development of 881 Embarcadero Del Mar through an assessment district, grants, debt service or other conventional method of financing public facilities is infeasible; and

WHEREAS, the Project Area contains an insufficient supply of parking facilities and the lack of parking in the Project Area makes it difficult for business to attract customers and do business, which contributes to blight in the Project Area; and

WHEREAS, the purchase and construction of a parking lot in the Project Area would serve to mitigate the effects of the parking deficit, therefore benefiting the project area and facilitating the elimination of conditions of blight in the Project Area; and

WHEREAS, the acquisition of property within the downtown area is identified as a specific Downtown Project in the adopted FY 2007 – 2011 Five Year Implementation Plan; and

WHEREAS, the acquisition is authorized under Sections 5.01 and 5.03 of the Redevelopment Plan for the Isla Vista Project Area; and

WHEREAS the Agency and Board of Supervisors have held a duly noticed joint public hearing on May 6, 2008 pursuant to Health and Safety Code Section 33679; and

WHEREAS, the Agency has prepared and made available for public inspection a summary report in accordance with Health and Safety Code Section 33679; and

WHEREAS, the redevelopment purpose of the acquisition is to allow the Agency to redevelop the site as a surface parking lot for downtown Isla Vista; and

WHEREAS, by the Board Letter accompanying this Resolution, and attachments thereto including the 33679 Report and 33445 Report, the Board of Supervisors have been provided with the information upon which the findings and approvals set forth in this Resolution are based.

NOW, THEREFORE BE IT FOUND AND RESOLVED by the County of Santa Barbara Board of Supervisors as follows:

1. The above recitals are true and correct.
2. Board of Supervisors hereby accepts the Board Letter including the attachments thereto and the 33445 Report and the 33679 Report as the basis for the findings and approvals set forth in this Resolution.
3. The Project will be of benefit to the Project Area.
4. There are no other reasonable means of financing the Project.
5. The payment of funds for the Agency purchase of 881 Embarcadero Del Mar will assist in the elimination of one or more blighting conditions inside the Project Area.
6. The Project is consistent with the Redevelopment Plan and the Agency's Implementation Plan, updated in April 2006 for the 2007/2011 cycle.
7. The Redevelopment Agency Board of Directors and Board of Supervisors have held a duly noticed joint public hearing pursuant to Health and Safety Code Section 33679.

APPROVED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, the 3rd day of June, 2008, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SALUD CARBAJAL
CHAIR, BOARD OF SUPERVISORS

ATTEST
MICHAEL F. BROWN
CLERK OF THE BOARD

By:_____

APPROVED AS TO FORM:

DANIEL J. WALLACE
COUNTY COUNSEL

By:_____ Deputy

APPROVED AS TO FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:_____ Deputy

ATTACHMENT 5
AGENCY RESOLUTION FOR HEALTH & SAFETY CODE §33445 AND §33679

**RESOLUTION OF THE REDEVELOPMENT AGENCY
BOARD OF DIRECTORS
OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

IN THE MATTER OF MAKING FINDINGS)
REQUIRED BY HEALTH AND SAFETY)
CODE §33445 AND §33679 FOR THE)
REDEVELOPMENT AGENCY PURCHASE) RESOLUTION NO. _____
OF 881 EMBARCADERO DEL MAR IN)
ISLA VISTA)
_____)

WHEREAS, pursuant to California Community Redevelopment Law, Health and Safety Code §33445, the Redevelopment Agency of Santa Barbara County (“Agency”) is authorized to pay part or all of the acquisition of land that will benefit the Isla Vista Project Area (“Project Area”) upon making the findings pursuant to Health and Safety Code §33445; and

WHEREAS, the Agency purchase and development of the real property located at 881 Embarcadero Del Mar (the “Property”) in the Project Area primarily benefits the Project Area by providing a much needed parking service to Isla Vista residents and would encourage area residents from outside the Project Area to drive to the Project Area to utilize the commercial services; and

WHEREAS, the County is currently facing a significant budget deficit, leaving no general funds available to pay for the acquisition and development of the Property. Financing the acquisition and development of 881 Embarcadero Del Mar through an assessment district, grants, debt service or other conventional method of financing public facilities is infeasible; and

WHEREAS, the Project Area contains an insufficient supply of parking facilities and the lack of parking in the Project Area makes it difficult for business to attract customers and do business, which contributes to blight in the Project Area; and

WHEREAS, the purchase and construction of a parking lot in the Project Area would serve to mitigate the effects of the parking deficit, therefore benefiting the project area and facilitating the elimination of conditions of blight in the Project Area; and

WHEREAS, the acquisition of property within the downtown area is identified as a specific Downtown Project in the adopted FY 2007 – 2011 Five Year Implementation Plan; and

WHEREAS, the acquisition is authorized under Sections 5.01 and 5.03 of the Redevelopment Plan for the Isla Vista Project Area; and

WHEREAS the Agency and Board of Supervisors have held a duly noticed joint public hearing on May 6, 2008 pursuant to Health and Safety Code Section 33679; and

WHEREAS, the Agency has prepared and made available for public inspection a summary report in accordance with Health and Safety Code Section 33679; and

WHEREAS, the redevelopment purpose of the acquisition is to allow the Agency to redevelop the site as a surface parking lot for downtown Isla Vista; and

WHEREAS, by the Board Letter accompanying this Resolution, and attachments thereto including the 33679 Report and 33445 Report, the Board of Supervisors have been provided with the information upon which the findings and approvals set forth in this Resolution are based.

NOW, THEREFORE BE IT FOUND AND RESOLVED by the County of Santa Barbara Redevelopment Agency Board of Directors as follows:

1. The above recitals are true and correct.
2. Board of Supervisors hereby accepts the Board Letter including the attachments thereto and the 33445 Report and the 33679 Report as the basis for the findings and approvals set forth in this Resolution.
3. The Project will be of benefit to the Project Area.
4. There are no other reasonable means of financing the Project.
5. The payment of funds for the Agency purchase of 881 Embarcadero Del Mar will assist in the elimination of one or more blighting conditions inside the Project Area.
6. The Project is consistent with the Redevelopment Plan and the Agency's Implementation Plan, updated in April 2006 for the 2007/2011 cycle.
7. The Redevelopment Agency Board of Directors and Board of Supervisors have held a duly noticed joint public hearing pursuant to Health and Safety Code Section 33679.

APPROVED AND ADOPTED by the Redevelopment Agency Board of Directors of the County of Santa Barbara, State of California, the 3rd day of June, 2008, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SALUD CARBAJAL
CHAIR, BOARD OF DIRECTORS

ATTEST
MICHAEL F. BROWN
REDEVELOPMENT AGENCY
EXECUTIVE DIRECTOR

By: _____

APPROVED AS TO FORM:

DANIEL J. WALLACE
REDEVELOPMENT AGENCY COUNSEL

By: _____
Deputy

APPROVED AS TO FORM:

ROBERT W. GEIS, CPA
REDEVELOPMENT
AGENCY TREASURER

By: _____
Deputy

ATTACHMENT 6
RESOLUTION OF INTENT TO PURCHASE PROPERTY
AT 881 EMBARCADERO DEL MAR

**BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

Resolution No. _____

In the Matter of Purchasing Fee)
Ownership of County Assessor)
Parcel No. 075-111-006, -014)

**NOTICE AND RESOLUTION OF
INTENT TO PURCHASE REAL
PROPERTY**
(Two Thirds Vote Required)

WHEREAS, Union Oil Company of California, a California corporation (hereinafter "UNION") is the fee owner of that certain property in Isla Vista, California, located at 881 Embarcadero Del Mar, in Isla Vista, more particularly described as Santa Barbara County Assessor Parcel Numbers 075-111-006 and 075-111-014, consisting of a total of approximately 17,858 square feet, (hereinafter the "Property"); and

WHEREAS, UNION agrees to sell the Property, located in the Embarcadero loop of the Downtown Isla Vista revitalization area, to the County of Santa Barbara (hereinafter "COUNTY"); and

WHEREAS, COUNTY'S recently adopted Isla Vista Master Plan identifies a need to provide parking in the downtown Isla Vista business area to facilitate the goals of the Isla Vista Master Plan and to assist in the elimination of blight; and

WHEREAS, the COUNTY has determined that the Property is an appropriate and desirable location from which to provide additional parking for the downtown Isla Vista area, and that acquisition of the Property will serve to promote the goals and directives of the Isla Vista Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Government Code Section 25350 the Board of Supervisors of the County of Santa Barbara, State of California does hereby find, determine and order as follows:

1. That the above recitals are true and correct.
2. That the Santa Barbara County Board of Supervisors does hereby declare its intention to accept the grant deed for fee simple interest in the Property, in Isla Vista, County of Santa Barbara, more particularly described as Santa Barbara County Assessor Parcel Numbers 075-111-006 and 075-111-014.
3. That it is in the public interest to proceed with the purchase of the Property.
4. That the entity selling the Property is:
Union Oil Company of California, a California corporation.
5. That the purchase price to be paid by the COUNTY for the Property is:
\$1,400,000.00.

6. That notice of the intention of the Board of Supervisors to accept the grant deed to the Property be given by publishing a notice once a week, for three (3) weeks prior to the Board's meeting to consummate said acceptance, in the Santa Barbara News Press, a newspaper of general circulation, which is printed and published in the County of Santa Barbara, State of California.

7. That the Santa Barbara County Board of Supervisors will meet in the meeting room of said Board at 105 East Anapamu Street, Fourth Floor Hearing Room, in the City of Santa Barbara, State of California, on July 15, 2008, to consummate the purchase by accepting the grant deed to the Property.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara,

State of California, this _____ day of _____, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

COUNTY OF SANTA BARBARA

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

CHAIR, BOARD OF SUPERVISORS

By: _____
Deputy

APPROVED AS TO FORM:
DANIEL J. WALLACE
INTERIM COUNTY COUNSEL

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

By: _____
Deputy

By: _____
Deputy

ATTACHMENT 7
REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS

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

**REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE CONTRACT AND ESCROW INSTRUCTIONS ("Contract") is made and entered into by and between Union Oil Company of California, a California corporation ("UNION"), and the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), with reference to the following:

WHEREAS, UNION is the fee simple owner of a parcel of unimproved land in the County of Santa Barbara, State of California, commonly identified as Santa Barbara Assessor's Parcel Numbers 075-111-006, and 075-111- 014, located at 881 Embarcadero Del Mar, in Isla Vista, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property was previously used as a petroleum service station and is currently undergoing certain remediation activities including, without limitation, groundwater remediation, monitored by the Santa Barbara County Fire Department, Fire Prevention Division (FPD), and UNION will continue to perform remediation activities at the Property after close of escrow until a No Further Action Letter or similar closure letter (the "No Further Action Letter") is issued by FPD as more fully provided in this Contract; and

WHEREAS, COUNTY requires the Property for use as a public parking lot, a public use for which COUNTY has the authority to exercise the power of eminent domain; and

WHEREAS, in light of COUNTY's expressed intention of exercising its right of eminent domain over the Property unless UNION agrees to sell the Property to COUNTY, UNION is willing to sell, and COUNTY is willing to purchase, the Property, prior to completion by UNION of its remediation obligations and receipt by UNION of said No Further Action Letter from FPD, subject to a written license agreement as more fully set forth below.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that UNION shall remise, release, and convey to COUNTY and COUNTY shall accept all right, title, and interest in and to the Property subject to the following terms and conditions:

1. **PURCHASE PRICE.** COUNTY agrees to purchase and UNION agrees to sell to COUNTY, fee ownership of the Property.

The total purchase price for the Property shall be ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00).

UNION shall execute and return this Contract to COUNTY for final execution by

COUNTY's Board of Supervisors, and thereafter COUNTY shall deposit this Contract with the Escrow Holder hereinafter named.

At least one (1) day prior to the Closing, COUNTY shall deposit with the escrow officer the purchase price plus COUNTY's costs of prorations, fees, and expenses pursuant to this Contract.

2. CONDITIONS PRECEDENT:

2.1 It shall be a condition precedent to close of escrow for the benefit of the COUNTY that the COUNTY shall have obtained, not less than ten (10) days before close of escrow, the approval and appropriation of funding by the COUNTY's Board of Supervisors. Notwithstanding any other provision in this Contract, COUNTY, at COUNTY's option, may extend the close of escrow up to sixty (60) days to permit the COUNTY to complete the steps necessary to obtain its funding approval and appropriation. In the event COUNTY elects to exercise this option to extend the close of escrow, COUNTY shall provide Escrow Holder and UNION with written notice thereof not less than five (5) days before the scheduled close of escrow.

2.2 It shall be a condition precedent to close of escrow for the benefit of UNION that UNION and the COUNTY shall have entered into a written License Agreement pursuant to Section 5.5 below, at no cost to UNION, allowing UNION access to the Property in order that UNION may complete its remediation and monitoring activities required in order to obtain the No Further Action Letter, and thereafter, to abandon and/or remove any monitoring wells and equipment therefrom.

3. ESCROW AND OTHER FEES:

3.1 Within fifteen (15) days following the execution of this Contract by COUNTY, COUNTY shall open escrow at Chicago Title Company, 1101 Anacapa Street, Santa Barbara, California, attention "Escrow Holder", with escrow instructions to be based upon the terms and conditions set forth herein, and COUNTY shall deposit therein this Contract. This Contract shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. However, COUNTY and UNION agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract, including any additional documents required to satisfy UNION's obligation to deliver marketable title to COUNTY which will allow the Escrow Holder to issue a standard CLTA California policy of title insurance. If COUNTY desires to obtain an ALTA policy of title insurance or any special endorsements to the CLTA policy of title insurance, then the COUNTY shall be responsible for and shall pay for the costs of any required survey and any increases in the cost of the title insurance attributable to such enhanced policy of insurance and/or additional endorsements. On behalf of COUNTY, the Director of General Services Department, or designee, shall execute the necessary escrow instructions and/or other related documents which may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any related escrow documents, the terms of this Contract shall govern.

3.2 The Closing shall be on or before August 1, 2008, or such other date as the parties hereto shall mutually agree in writing. The "Closing" is defined as the satisfaction of all conditions herein stated and the recordation of a Grant Deed which shall vest title to the Property in COUNTY or its assignee, together with the CC&Rs (as defined below) and other documents required by this Contract.

3.3 Upon mutual execution of this Contract, UNION will execute, acknowledge and deliver to Escrow Holder a Grant Deed in substantially the form shown in Exhibit "B", attached hereto and incorporated herein by reference (the "Grant Deed"). COUNTY promptly thereafter shall submit a certified copy of the Grant Deed to the COUNTY's Board of Supervisors to obtain a Certificate of Acceptance, and upon receipt, shall deliver the same to Escrow Holder for recording at the Closing.

3.4 Upon mutual execution of this Contract, UNION will execute, acknowledge and deliver to Escrow Holder a Declaration of Covenants, Conditions and Environmental Restrictions, substantially in the form shown in Exhibit "C", attached hereto and incorporated herein by reference (the "CC&Rs"). The COUNTY shall submit a certified copy of the CC&Rs to the COUNTY's Board of Supervisors for approval concurrent with its obtaining of the Certificate of Acceptance with respect to the Grant Deed; upon such approval the COUNTY shall execute, acknowledge and deliver to Escrow Holder a counterpart original of the CC&Rs for recording at the Closing immediately after the Grant Deed.

3.5 Upon mutual execution of this Contract, UNION will execute, acknowledge and deliver to Escrow Holder the License Agreement provided by Section 5.5 below. The COUNTY shall submit a certified copy of the License Agreement to the COUNTY's Board of Supervisors for approval concurrent with its obtaining of the Certificate of Acceptance with respect to the Grant Deed; upon such approval the COUNTY shall execute, acknowledge and deliver to Escrow Holder a counterpart original of the License Agreement for delivery to UNION at the Closing.

3.6 Escrow, title and other fees shall be paid as follows:

- (i) COUNTY shall pay the County Documentary Transfer Tax ("Transfer Tax").
- (ii) COUNTY shall pay for a standard California title insurance policy covering the Property.
- (iii) COUNTY shall pay for any additional title insurance coverage that may be required by COUNTY.
- (iv) COUNTY shall pay all escrow fees incurred, however, if escrow is cancelled by UNION prior to the consummation, UNION shall pay all escrow fees incurred.

3.7 Escrow Officer shall be obligated as follows:

- (i) To provide a current preliminary title report covering the Property within fifteen (15) days after the date escrow is opened; and
- (ii) To release a certified copy of the Grant Deed to COUNTY no later than fifteen (15) days after the end of the Due Diligence Period (as defined below) so that COUNTY may present same to its Board of Supervisors to facilitate execution of a Certificate of Acceptance; and

- (iii) To record the Grant Deed and Certificate of Acceptance upon the close of escrow; and
- (iv) To record the CC&Rs immediately after the Grant Deed and the Certificate of Acceptance upon the close of escrow; and
- (v) To issue or have issued to COUNTY the standard California policy of title insurance required herein; and
- (vi) To deliver the License Agreement to UNION at the close of escrow; and
- (vii) To deliver the purchase money to UNION at the close of escrow.

4. **NO COMMISSION**: The parties acknowledge that no real estate commissions shall be paid by either party hereto, and that COUNTY and UNION shall represent their respective interests in this transaction. COUNTY and UNION each hereby warrants and represents to the other that such party has not employed any broker, finder or agent, and has not agreed to pay or otherwise include any brokerage fee, finder's fee or commission with respect to the transaction contemplated by this Contract, nor has such party dealt with anyone purporting to act in the capacity of a broker or finder with respect thereto. COUNTY hereby indemnifies and agrees to hold UNION harmless from any claims resulting from a breach of this paragraph by COUNTY, and UNION hereby indemnifies and agrees to hold COUNTY harmless from any claims resulting from a breach of this paragraph by UNION.

5. **CONDITION OF THE PROPERTY/DUE DILIGENCE**:

5.1 For a period of thirty (30) days after the date escrow opens COUNTY shall have the right to inspect all records relating to the environmental condition of the Property in the possession of UNION and enter onto the Property to conduct such inspections and testing thereon as are, in COUNTY's sole discretion, necessary to reasonably determine the condition of the Property; provided, however, that prior to any such testing COUNTY will give UNION not less than five (5) days written notice of such proposed testing in order that UNION may attend such testing and/or obtain split samples of any materials obtained by COUNTY during such testing. Following such testing, COUNTY shall restore the area of the Property disturbed by said tests to its pre-test condition as near as is practicable. COUNTY shall provide UNION with a copy of any reports generated by or on its behalf as the result of such testing activities on the Property.

5.2 Prior to entering the Property during escrow to perform testing activities, COUNTY shall provide to UNION evidence of the existence of the policy or policies of insurance and additional insured endorsements required pursuant to Section 5.9 below. UNION shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. Any testing on the Property shall keep the Property free and clear of claims for labor and materials and COUNTY shall hold UNION harmless with respect to any such testing.

5.3 UNION is relieved of the responsibility of inspecting the Property and of disclosing any conditions thereon, it being intended therein that COUNTY is put on notice to inquire and inspect the Property and all records pertaining to it and that COUNTY is relying strictly and solely on its own investigation in deciding whether or not to complete this purchase. COUNTY is advised to investigate the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including, but not limited to the square footage and lot size, property lines and boundaries, zoning and land use restrictions, all

title issues, availability of utilities and services, environmental hazards, protected species or properties (i.e. wetlands), geologic conditions, condition of the Property and area conditions. Except as specifically set forth in this Contract, COUNTY is buying the Property "As Is," "Where Is" and "With All Faults."

5.4 UNION and the COUNTY acknowledge and agree that UNION is still performing certain environmental remediation and/or monitoring activities at the Property under the direction of the FPD as of the date of this Contract and it is contemplated that, as of the close of escrow, UNION will not have completed those obligations nor received the No Further Action Letter confirming that UNION has completed its obligations with respect to Applicable Contamination on, under or about the Property. UNION agrees that it shall remediate Contamination at the Property to levels which will allow future residential uses at the Property.

5.5 UNION agrees that from and after the close of escrow it shall take commercially reasonable steps consistent with all applicable regulatory directives and timetables to complete its remediation and monitoring activities at the Property in order to obtain the No Further Action Letter, provided that the COUNTY provides UNION with access to the Property at no cost to UNION pursuant to the terms of a written license agreement in the form attached hereto marked Exhibit "D" and incorporated herein by this reference (the "License Agreement").

5.6 For purposes of this Contract the term "Contamination" means 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.

5.7 For purposes of this Contract the term "Applicable Contamination" means any Contamination resulting 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.

5.8 Upon receipt by UNION of the No Further Action Letter from FPD, or other agency with jurisdiction over environmental issues at the Property, and after UNION's abandonment of wells and removal of its equipment from the Property, UNION will have no obligation to the COUNTY with respect to the presence of Contamination at the Property. Notwithstanding anything to the contrary set forth in the immediately preceding sentence, if the COUNTY discovers Applicable Contamination at the Property in levels exceeding applicable guidelines for residential use and the FPD or another agency with jurisdiction over environmental remediation obligations at the Property imposes an order for the remediation thereof, UNION will remediate such Applicable Contamination, provided that the COUNTY gives UNION reasonable access to the Property at no cost to UNION pursuant to a written License Agreement substantially in the form of Exhibit "D."

5.9 During escrow, COUNTY, before entering the Property for any purpose, and at its own expense, shall procure and maintain during the performance of its obligations under this Contract, policies of liability insurance in the State of California reasonably acceptable to UNION, which are primary as to any other existing, valid and collectible insurance insuring

COUNTY against loss or liability caused by or in connection with the performance of this Contract by COUNTY, its agents, servants, employees, invitees, guests, contractors or subcontractors, in amounts not less than:

(i) Commercial General Liability Insurance Occurrence Form, or the equivalent, including Blanket Contractual Liability, with a combined single limit of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) aggregate, for Bodily Injury and Property Damage, including Personal Injury.

(ii) Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of One Million Dollars (\$1,000,000) each occurrence for Bodily Injury and Property Damage.

(iii) (a) Workers' Compensation Insurance as required by law, and (b) Employers' Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) each occurrence.

The insurance coverages required herein may be provided by one or more policies of insurance issued to COUNTY's contractors and/or subcontractors, provided, however, that in order for such insurance to be acceptable COUNTY shall have contractually required such contractors and/or subcontractors to indemnify, defend and hold UNION harmless from claims to the extent of COUNTY's obligations provided for in this Contract with UNION named as a third party beneficiary to such Contracts, and such insurance policies shall otherwise meet the terms and conditions of this subparagraph (i).

The policies of liability insurance shall name UNION as an additional insured and shall not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. Such insurance shall provide coverage for claims and damages arising out of the actions of COUNTY or COUNTY's representatives on or about the Property while the policy is in force, regardless of whether the claim or damage arises after the policy is expired. Subrogation against UNION shall be waived as respects all of the insurance policies set forth above (including without limitation policies of any subcontractor). The insurance required hereunder in no way limits or restricts any indemnity of COUNTY under this Contract, nor is the insurance to be carried limited by any limitation in Section 6, nor by any limitation placed on the indemnity as a matter of law.

6. INDEMNIFICATIONS:

6.1 UNION shall indemnify, defend and hold COUNTY harmless from and against any and all costs and expenses, claims, demands, suits, liabilities, losses, damages or administrative orders, directly or indirectly arising from (a) Applicable Contamination at the Property, and (b) UNION's failure to complete the remediation of Applicable Contamination at the Property and to obtain the No Further Action Letter; in either event such costs shall include, without limitation, the cost of any assessment, remediation or removal of Applicable Contamination, any costs of repairs to improvements on the Property or adjacent properties necessitated by such assessment, remediation or removal, and any costs of testing, sampling or other investigation or preparation for remediation.

6.2 COUNTY shall indemnify, defend and hold UNION harmless from and against any and all costs and expenses, claims, demands, suits, liabilities, losses, damages or administrative orders, directly or indirectly arising from any release, treatment, use, generation, storage or disposal of Contamination (other than Applicable Contamination) on, under or from the Property arising from COUNTY's use of the Property; including without limitation, the cost of any assessment, remediation or removal of Contamination, any costs of repairs to improvements on the Property or adjacent properties necessitated by such assessment, remediation or removal, and any costs of testing, sampling or other investigation or preparation for remediation.

6.3 Notwithstanding anything to the contrary set forth in this Contract, in no event shall either party be liable to the other party 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, diminution in value, or mental or emotional distress or fear of injury or disease.

7. **TITLE AND DEED:**

7.1 Title to the Property is to be free of liens, encumbrances, restrictions, rights to possession, or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to UNION, except:

- (i) The CC&Rs, and any other covenants, conditions, restrictions, and reservations of record approved by COUNTY.
- (ii) Easements or rights-of-way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.
- (iii) Exceptions contained in the preliminary title report as may be approved by COUNTY.

7.2 COUNTY shall have the right to review the preliminary title report and approve or disapprove in writing those items disclosed in said report prior to the close of escrow. UNION shall have fifteen (15) days from receipt of notice of disapproval to elect whether to correct any disapproved condition adversely affecting the Property as determined by COUNTY, provided, however, that UNION shall cause any disapproved conditions relating to monetary liens to be removed. Failure of UNION to correct any disapproved condition(s) shall be grounds for termination of this Contract by COUNTY.

7.3 Escrow shall be automatically extended for thirty (30) days where there is a need for UNION to correct an adverse condition unless UNION refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of correction.

8. **TERMINATION:** COUNTY shall have the right to terminate this Contract at any time prior to its satisfaction of all the conditions precedent as set forth in Section 2 this Contract. UNION shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach. In the event UNION is unable, or unwilling to correct an adverse condition, and COUNTY is unwilling to proceed with the transaction due to said adverse condition, then either party may terminate this Contract. Any request for termination by either COUNTY or UNION shall require thirty (30) days written notice to the other party.

9. **COMPLIANCE WITH THE LAW:** This Contract shall be governed by and be construed according to the laws of the State of California. COUNTY shall be required, at its sole cost and expense, to obtain any and all encroachment, building, and land use permits and/or licenses, including appropriate environmental review under CEQA, which may be required in connection with its intended future use of the Property.

10. **WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

11. **NOTICES:** All notice, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, either party may also provide notices, documents, correspondence or such other communications to the other party by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon actual receipt.

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

With a Copy to: Chevron Corporation
6001 Bollinger Canyon Road, Room T3244
San Ramon, CA 94583
Attention: Mary A. Parish, Senior Counsel
Facsimile: 925-842-2056

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

With a copy to: Kevin Ready, County Counsel
County of Santa Barbara
105 East Anapamu Street, Room 201
Santa Barbara, CA 93101
Facsimile: (805) 568-2982

TO ESCROW HOLDER: Chicago Title Insurance Company
1101 Anacapa Street
Santa Barbara, CA 93101
Attn: Escrow Officer
Facsimile: (805) 564-7416

12. **ENTIRE CONTRACT:** This Contract contains the entire agreement between the parties relating to the agreement to purchase and sell the Property described herein and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether expressed or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

13. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of the parties' respective obligations herein contained.

14. **SUCCESSORS IN INTEREST:** This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

15. **SECTION HEADINGS:** The headings of the several sections herein shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

16. **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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

18. **CONSTRUCTION:** The parties have negotiated the terms of this Contract. They have consulted an attorney when they felt the need. The terms of this Contract reflect the negotiations and the intentions of both parties. The terms and conditions contained herein shall be interpreted with regard to each party equally.

19. **UNION'S EXCHANGE OPTION:** In the event UNION so elects, COUNTY agrees to cooperate with UNION in effecting a tax-deferred exchange under § 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated thereunder (the "**Code**"). UNION shall have the right to elect a tax-deferred exchange by giving COUNTY written notice of such election prior to Closing. If UNION so elects to effect a tax-deferred exchange, COUNTY agrees to execute such escrow instructions, documents, agreements or instruments to effect an exchange as UNION may reasonably request, it being understood that COUNTY shall

not be required to incur any additional costs, expenses, fees or liabilities, not reimbursed or indemnified by UNION, as a result of or connected with an exchange. In no event shall COUNTY be required to acquire title to other property as a consequence of UNION's election to effect such exchange. UNION may assign its rights and delegate its duties under this Contract in whole or in part to a Qualified Intermediary, as defined under the Code, in order to effect such an exchange and thereafter such assignee will exercise and perform UNION's rights and obligations under this Contract; provided that UNION shall remain responsible to COUNTY for the full and prompt performance of any delegated duties. UNION shall indemnify and hold COUNTY and its affiliates harmless from and against all claims, expenses, loss and liability resulting from COUNTY's participation in any exchange undertaken pursuant to this paragraph.

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

IN WITNESS WHEREOF, UNION and COUNTY have executed this Real Property Purchase Contract and Escrow Instructions personally or by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

UNION:

Union Oil Company of California
a California corporation

By: Brian J. Kelly

BRIAN J. KELLY

Name

ASSISTANT SECRETARY

Title

COUNTY:

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: _____

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

COUNTY SIGNATURE PAGE

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

By: 
Deputy
KEVIN E. MALADY, DEP. COUNTY COUNSEL

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

By: 
Deputy

APPROVED:

By: 
Robin Carentine, SR/WA
Real Property Manager

APPROVED:

By: 
Ray Anofratorio, ARM, AIC
Risk Program Administrator

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to:

- A. Accept the foregoing Contract;
- B. Act as the Escrow Holder under the Contract for the fees herein described;
- C. Be bound by the Contract;

in the performance of its duties as Escrow Holder.

However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the Agreement, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under any amendment to the Agreement unless and until the amendment is accepted by the undersigned in writing.

_____, 2008

CHICAGO TITLE COMPANY

By: _____
Escrow Officer

**EXHIBIT "A" TO
REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS**

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)

**EXHIBIT "B" TO
REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS**

GRANT DEED

[A copy of the Grant Deed follows on the next page.]

**EXHIBIT "B" TO
REAL PROPERTY SALE CONTRACT
AND ESCROW INSTRUCTIONS**

**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

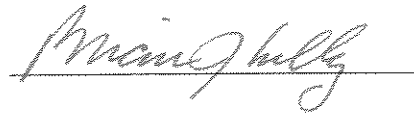
MARY A. PARISH
SENIOR COUNSEL

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)

**EXHIBIT "C" TO
REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS**

DECLARATION OF COVENANTS, CONDITIONS AND
ENVIRONMENTAL RESTRICTIONS

[A copy of the CC&Rs follows on the next page.]

**EXHIBIT "C" TO
REAL PROPERTY SALE CONTRACT
AND ESCROW INSTRUCTIONS**

**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

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 (C) & (B)
A.P.N.: 075-111-006, 014
Roller: 003496
Agent: DG

COUNTY SIGNATURE PAGE

APPROVED AS TO FORM:
DANIEL J. WALLACE
COUNTY COUNSEL

By: 
Deputy
KEVIN E. BEATTY, SR., DEPT. COUNTY COUNSEL

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

By: 
Deputy

APPROVED:

By: 
Ron Carlemente, SR/WA
Real Property Manager

APPROVED:

By: 
Ray Aronatorio, ARM, AIC
Risk Program Administrator

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)

**EXHIBIT "D" TO
REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS**

LICENSE AGREEMENT

[A copy of the License Agreement follows on the next page.]

**EXHIBIT "D" TO
REAL PROPERTY SALE CONTRACT
AND ESCROW INSTRUCTIONS**

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 (60th) 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

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: 

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. MCCALL, JR., DEPUTY COUNTY COUNSEL

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

By: 

Deputy

APPROVED:

By: 

Ronn Carlentine, SR/WA
Real Property Manager

APPROVED:

By: 

Ray Aronatorio, 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

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