

AGREEMENT

BETWEEN COUNTY OF SANTA BARBARA AND  
TEXACO TRADING AND TRANSPORTATION, INC.  
FOR AND ON BEHALF OF GAVIOTA TERMINAL COMPANY  
FOR REIMBURSEMENT OF THE COST OF A BIKEWAY

THIS AGREEMENT is entered into this 20th day of July, 1987, by and between Gaviota Terminal Company ("GTC"), a general partnership, and the County of Santa Barbara ("County") for the purpose of satisfying the bike path provisions of Condition N-1 of the County's Final Development Plan issued for the Gaviota Interim Marine Terminal on May 27, 1987 (Case Nos. 86-DP-90cz and 87-CP-02cz) ("FDP Condition N-1").

SUBJECT TO THE TERMS AND CONDITIONS hereinafter set forth, GTC agrees to provide funds for construction of a bike path across GTC's Gaviota Marine Terminal lands in accordance with the plot plan submitted by GTC to the County on April 1, 1987 (the "bike path").

1. The bike path shall be designed and constructed by the County in accordance with CalTrans specifications (Highway Design Manual, Chapter 1000, as amended or superseded). The total width of the bike path easement shall not exceed twenty-two (22) feet, including any part thereof reserved for hiking or equestrian use.

2. GTC's total funding obligation for construction of the bike path shall be the sum of \$191,035, which shall be paid to the County by check delivered within thirty (30) days of the date of this Agreement. Payment thereof shall constitute complete satisfaction of GTC's funding obligations for the bike path under Condition N-1 and this Agreement.

3. The County shall deposit the entire amount paid pursuant to paragraph 2 hereof into a segregated interest-bearing account. The County may from time-to-time withdraw funds therefrom to pay for the design and construction of the bike path. Reasonable expenses incurred by the County in administering the account and the funds on deposit therein may also be reimbursed therefrom, not-to-exceed an annual maximum amount of one and one-half percent (1-1/2%) of the then current account balance.

4. Construction of the bike path shall not commence prior to July 1, 1990, nor after June 30, ~~2000~~ 2012. If construction of the bike path has not commenced prior to July 1, ~~2000~~ 2012: *2/24/07*  
*WBW 7/29/07*

(a) This agreement shall automatically terminate and be of no further force or effect; provided, however, that the bike path provisions of FDP Condition N-1 shall nevertheless be deemed fully satisfied, and

(b) Any unused funds paid by GTC under paragraph 2 hereof, together with accrued interest, shall thereupon be returned to GTC, its successor(s) or assign(s).

5. The exact placement of the bike path shall be determined by the County in consultation with GTC in order to avoid interference with marine terminal operations and shall take into account all pertinent safety and security considerations. No feature of the bike path shall hinder emergency vehicular access. In the event GTC requests inclusion of any special design features for the path not otherwise required by CalTrans specifications, such special features shall be incorporated into the bike path project, provided that GTC shall pay for any additional costs incurred in the design or construction of such special features.

6. GTC may at its cost construct additional security fencing on either or both sides of the bike path easement in accordance with any applicable CalTrans specifications, and may at its cost construct gates to temporarily block the bike path to permit vehicle crossings for operations, maintenance, emergency, safety or security purposes.

7. The County shall obtain and be responsible for compliance with any and all permits or authorizations required for construction, operation, repair or maintenance of the bike path and for implementation of any and all environmental mitigation measures required in connection therewith.

8. GTC shall have no liability or responsibility for construction, repair or maintenance of the bike path, the easement or any associated facilities, nor for implementation of any environmental mitigation measures required in connection therewith.

9. GTC shall have no liability for any injury or death to any person or damage to or destruction of any property on account of any defect in the design or construction of the bike path or any dangerous condition or failure to repair or maintain the bike path, the easement or associated facilities, or any part thereof. This paragraph 9 is not intended to affect any liability that GTC may otherwise have for any act or omission of GTC in connection with its ownership or use of the Gaviota Marine Terminal lands located outside the bike path easement.

10. GTC may install barriers and deny use of the bike path during any emergency incident, drill or upset condition (such as identified in GTC's Emergency Response Plan) when, in the opinion of GTC or other authority having jurisdiction, use of the bike path may be hazardous.

11. GTC may post outside of the easement appropriate warning signs to advise bike path users of any rules, emergency instructions or hazards, and may post such disclaimers of liability as GTC considers appropriate.

12. GTC shall allow duly authorized personnel reasonable access to the marine terminal lands for construction, maintenance and repair of the bike path, provided such persons observe all safety rules at the marine terminal. The County shall provide GTC with reasonable advance notice of the commencement of any construction, maintenance or repair activities.

13. In the event that the bike path is constructed prior to the construction of contiguous segments of the coastal trail to the east or west of GTC's marine terminal lands, the bike path shall at GTC's request be barricaded to prevent public access until completion of construction of said contiguous segments to the east and west. The intent of this paragraph 13 is that the bike path shall not, however, be barricaded if said contiguous segments to the east and west are available for hiking and/or equestrian use by the public even if said contiguous segments are not yet fully improved to CalTrans standards for the bicycle portion of the coastal trail.

14. Nothing contained in or contemplated by this Agreement shall be construed as creating by contract, operation of law or otherwise, as between GTC and the County, any joint venture, partnership, association or other entity, enterprise or agency relationship.

THIS AGREEMENT is executed on the date first appearing above.

COUNTY OF SANTA BARBARA

GAVIOTA TERMINAL COMPANY

By William B. Walker  
Chairman  
Board of Supervisors

By E. E. Morton  
E. E. Morton  
Texaco Trading and  
Transportation Inc.,  
General Partner

Tax Identification 58-1594522

Attest:

Kenneth Pettit  
County Clerk

By Thomas J. Parsi

Approved as to form:

Kenneth L. Nelson  
County Counsel  
Santa Barbara County

By George J. Pappas  
County Counsel

Approved as to accounting form:

Kristi M. Johnson  
Auditor-Controller

By David P. Vito

Approved as to form:

Charles Mitchell  
County Risk Manager

By Carl Schubert

EXHIBIT A

PROPOSED COSTS FOR CONSTRUCTION OF  
GAVIOTA INTERIM MARINE TERMINAL BIKE PATHWAY  
(DEVELOPMENT OF BASE CASE)

For a 500' Path:

Area = 5,000 sq. ft. A.C.

10' width @ 0.2' thick

4" base 12' wide

1,000' R/W header @ \$2.50/ft.

75 Ton A.C. @ \$70/T

150 Ton base @ \$28/T

fog seal = 5,000 sq. ft. = 0.25 Tons @

earthwork/grading @ \$5,000

striping/signs

building costs contingencies

6,000 sq. ft. base

\$2,500

5,250

4,200

250

5,000

1,500

2,500

Base Cost for a 500 ft. typical pathway

\$21,200

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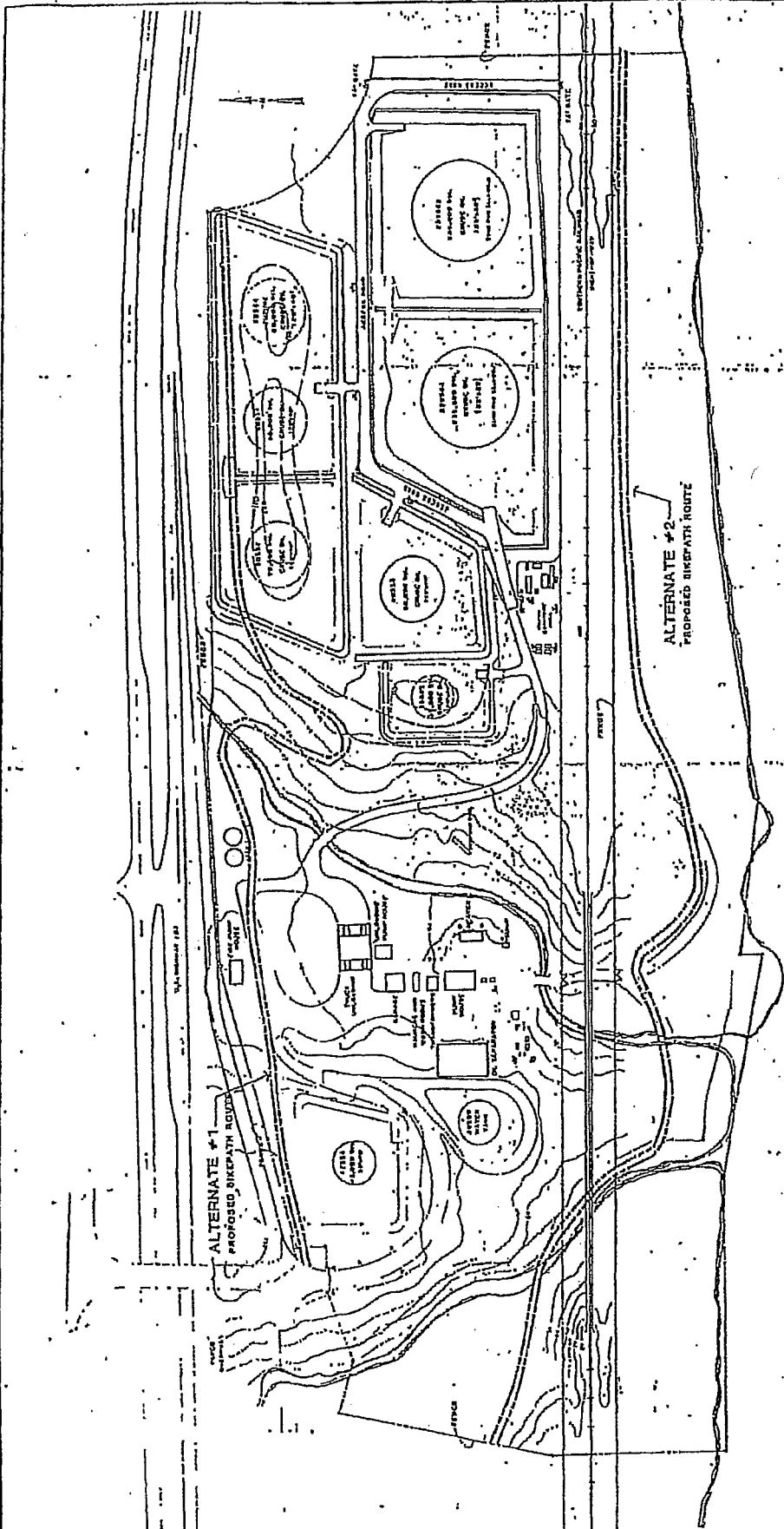
\$21,200. = \$42.40/ft. (lineal)  
500 ft.

2221E

Costs for Alternative Path #2 (2720 ft.)

Base Cost (2,720 x 42.40)	\$115,328.00
Cost of bridge	20,000.00
Soil testing	1,000.00
Engineering plans	10,000.00
Surveying	2,500.00
Additional grading for hiking and equestrian portion	4,000.00
Subtotal	<u>152,828.00</u>
25% Contingency	<u>38,207.00</u>
Total cost for Alternative 2	\$191,035.00

2221E



*John A. Miller, Inc.*

Travis Taylor and  
Transportation Inc.  
San Francisco, California

CAVIOTA TERMINAL COMPANY  
CAVIOTA INTERMEDIATE TERMINAL  
BIKE PATH ROUTE  
ARRANGEMENT PHASE  
SANTA BARBARA COUNTY CALIFORNIA

DATE	BY	CHKD. BY

NOT TO SCALE

PACIFIC OCEAN