Project: Cojo Jalama Dedication

Agreement

A.P.N.: 083-510-064

083-510-065 (portion)

083-510-063 (portion)

Folio: 003865

Agent: DG

DEDICATION AGREEMENT AND ESCROW INSTRUCTIONS

This **DEDICATION AGREEMENT AND ESCROW INSTRUCTIONS** ("Agreement") is made and entered into by and between The Nature Conservancy, a District of Columbia non-profit corporation ("TNC"), and the County of Santa Barbara, a political subdivision of the State of California ("County"); with reference to the following:

WHEREAS, TNC is the fee simple owner of approximately 24,364 acres in the unincorporated area of the County of Santa Barbara, State of California, known as the Jack and Laura Dangermond Preserve ("Preserve"). The Preserve occupies the stretch of coastline on either side of Point Conception, between Hollister Ranch and Jalama Beach County Park. TNC is obligated to transfer to the County an approximately 35-acre portion of the Preserve (the "OTD Parcels") pursuant to the Irrevocable Offer to Dedicate Fee Title for Conservation and Public Access and Declaration of Restrictions, required by the California Coastal Commission ("CCC") and recorded as Instrument No. 2017-0062026 in the County of Santa Barbara Official Records; and Affirmation of and Joinder Agreement to Irrevocable Offer to Dedicate Fee Title for Conservation and Public Access and Declaration of Restrictions recorded as Instrument No. 2018-0013447, as will be amended to address minor modifications to the legal descriptions (collectively, the "OTD").

WHEREAS, the County operates the Jalama Beach County Park located directly adjacent to the Preserve. Additionally, County's acceptance of the OTD Parcels would increase the size of the Jalama Beach County Park, which will benefit the public by increasing public access and passive public recreation.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that TNC shall remise, release, and convey to County; and County shall accept all right, title, and interest in and to the OTD Parcels, subject to the following terms and conditions:

- 1. OTD PARCELS: The OTD Parcels consist of an approximately 35-acre portion of the Preserve located south and east of the County's Jalama Beach County Park, commonly identified as Assessor Parcel Numbers 083-510-063 (~12.7-acre portion), 083-510-064 (~16.65 acres) and 083-510-065 (~5.4-acre portion) as more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.
- 2. <u>COSTS AND FEES</u>: Subject to the terms and conditions contained in this Agreement, County agrees to accept from TNC, and TNC agrees to deliver to County, fee ownership of the

OTD Parcels, subject to the following:

- a. The total purchase price for the OTD Parcels shall be ZERO DOLLARS (\$0.00).
- b. Upon final execution by County, County shall return a duplicate original of this Agreement to TNC. TNC shall open escrow pursuant to Section 3 hereof, and shall deliver to the escrow holder a copy of this Agreement.
- c. Escrow shall be open until May 9, 2019, unless extended pursuant to the terms contained herein, to allow County to complete its investigation of the OTD Parcels, and to satisfy all conditions described herein (the "Due Diligence Period").
- d. County shall conduct customary due diligence investigations and TNC shall cooperate reasonably in delivering to County all pertinent information and documentation relating to the OTD Parcels. The County acknowledges that TNC acquired the Preserve on December 21, 2017 and has limited information and documentation relating to the OTD Parcels. County shall have access to the OTD Parcels to assess the physical condition and other features of the OTD Parcels. During the Due Diligence Period, County may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:
 - i. its review of the condition of the OTD Parcels upon its investigation of the OTD Parcels, which may include but shall not be limited to a Phase One Environmental Site Assessment, a CEQA analysis, or any other studies related to the condition of the OTD Parcels or title to the OTD Parcels;
 - ii. a hearing before the County Planning Commission pursuant to a California Government Code Section 65402 consistency finding; or
 - iii. County's inability to complete any of the studies or actions set forth above.
- e. Prior to the close of escrow, County shall deliver to escrow a Certificate of Acceptance for the OTD Parcels, executed by County.
- f. Any other approvals required by the OTD or the CCC Orders CCC-17-CD-03 and CCC-17-RO-01 will also be obtained prior to closing.
- g. In the event either party requires an extension to the escrow period to complete the conditions set forth above, TNC and County shall coordinate with CCC for approval, and shall memorialize such extension in writing.
- 3. <u>ESCROW AND OTHER FEES</u>: Within ten (10) days following execution of this Agreement by County, TNC shall open escrow at First American Title Insurance Company, ("Escrow Holder"), located at 777 South Figueroa Street, Suite 400, Los Angeles, CA, 90017; or at such other escrow company as may be agreed to by TNC and County. Any additional escrow instructions shall be based upon the terms and conditions set forth herein. TNC shall deliver a copy of this Agreement to the Escrow Holder. On behalf of County, the Director of the County of Santa Barbara General Services Department, or designee, may execute any necessary escrow instructions

and/or additional instructions, which may be required to complete the closing of this real property transaction. This Agreement 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 Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

- a. The Closing shall be on or before May 9, 2019 (the "Closing Date"), or such other date as the parties hereto shall mutually agree in writing. The "Closing" is defined as the satisfaction of all conditions set forth herein (except those conditions that may be waived by an express written waiver); and the recordation of a Certificate of Acceptance by County, referencing the OTD, and vesting title to the OTD Parcels in County.
 - b. Escrow, title and other fees shall be paid by TNC as follows:
 - i. TNC shall transfer the OTD Parcels at no cost or expense to County, and shall pay all Escrow fees, documentary transfer tax fees, the premium for the policy of title insurance and cost of any endorsements, recording fees, and all other closing costs, fees, and expenses.
 - ii. TNC shall not be responsible for any costs incurred by County from this transaction related to County's staff, attorney or consultant fees or other expenses and fees such as the County's future costs associated with owning and managing the OTD Parcels.
 - c. Escrow Holder shall be obligated as follows:
 - i. To record prior to Closing, the executed Certificate of Acceptance approved by County's Board of Supervisors, evidencing County's acceptance of the OTD Parcels in accordance with the OTD, vesting title to the OTD Parcels in County.
 - ii. To issue or have issued to County a California Land Title Association policy of title insurance, including an ALTA extended coverage Policy, if required by County; however, issuance of the ALTA coverage shall not delay the Closing.
- 4. AGRICULTURAL PRESERVE CONTRACTS: Prior to closing, TNC will file for non-renewal of the two Agricultural Preserve Contracts encompassing APN: 083-510-063; -064; and -065, and provide documentation of such filing to County. Prior to closing, TNC and the County will work together with the Agricultural Preserve Advisory Committee and County Planning and Development Department to confirm what paperwork needs to be completed and filed to ensure compliance with Rule 6.2 of the County's Uniform Rule for Agricultural Preserves and Farmland Security Zones, and that Williamson Act contracts will continue on the remainder of the legal parcels retained by TNC.
- 5. <u>CERTIFICATES OF COMPLIANCE:</u> At closing, County will issue certificates of compliance for the remainder of the legal parcels retained by TNC, which comprise a portion of APN 083-510-063 and 083-051-065.
- 6. PROPERTY "AS-IS": County specifically acknowledges that TNC is offering and

County is accepting the OTD Parcels on an "As-Is" basis. County is not relying on any representations or warranties of any kind whatsoever, expressed or implied, from TNC, its agents, or brokers as to any matters concerning the OTD Parcels. The County will make and rely on its own investigation regarding the physical, environmental, economic, and legal condition of the OTD Parcels, including all encumbrances on the OTD Parcels.



7. <u>INSPECTION BY COUNTY</u>: County shall have the right of entry onto the OTD Parcels to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in County's sole discretion, reasonably necessary to determine the condition of the OTD Parcels. County shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the OTD Parcels to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminates are discovered, County shall notify TNC immediately, and TNC shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If TNC elects not to take actions in response to such notifications, notwithstanding other provisions contained herein, County shall have the right (prior to the expiration of the Due Diligence Period) to terminate this Agreement with no further liability. County shall give TNC written notice prior to the commencement of any testing or inspections in, on or about the OTD Parcels, and TNC shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law.

- **8. <u>FUTURE USE OF THE OTD PARCELS</u>**: Following Closing, use of the OTD Parcels by County shall be limited to habitat conservation, restoration, public access, and passive public recreation, as limited by and set forth in the OTD.
- 9. <u>TIME OF ESSENCE</u>: Time is of the essence regarding the performance by the parties in respect to this Agreement.
- 10. <u>NOTICES</u>: All notices, documents, correspondence, and communications concerning this transaction, addressed as set forth below or as either party may hereafter designate by written notice, 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 first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed delivered upon actual receipt.

IF TO TNC:

The Nature Conservancy Attn: Cathy Norlie 500 Orient Street, #150 Chico, CA 95928 (916) 961-9255 IF TO COUNTY:

County of Santa Barbara

Real Property Division Manager

1105 Santa Barbara Street

Courthouse East Wing, Second Floor

Santa Barbara, CA 93101

(805) 568-3065

ESCROW HOLDER:

First American Title Company

Attn: Maurice Neri

777 South Figueroa Street, Suite 400

Los Angeles, CA 90017

(213) 271-1737

- 10. <u>SUCCESSORS</u>: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.
- 11. <u>ASSIGNMENT PROHIBITION</u>: County shall not assign its rights or delegate its duties under this Agreement without the prior written consent of TNC. Any sale, assignment, or other transfer in violation of this Section 11 shall be null and void.
- 12. <u>WAIVERS</u>: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.
- 13. <u>CONSTRUCTION</u>: Section headings are solely for the convenience of the parties and are not a part nor shall be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.
- 14. <u>FURTHER ASSURANCES</u>: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.
- 15. <u>THIRD PARTY RIGHTS</u>: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
- 16. <u>INTEGRATION</u>: This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the acquisition of the OTD Parcels, except the OTD.
- 17. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each

of which taken together shall constitute one and the same instrument.

- **18.** <u>AMENDMENT</u>: This Agreement may not be amended or altered except by a written instrument executed by County and TNC. The County's General Services Director, or designee, may execute such written instrument on behalf of the County.
- 19. <u>PARTIAL INVALIDITY</u>: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.
- **EXHIBITS:** All attached exhibits are incorporated in this Agreement by reference.
- 21. <u>AUTHORITY OF PARTIES</u>: All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.
- 22. <u>GOVERNING LAW</u>: The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.
- 23. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Santa Barbara County Recorder's Office until such documents bearing original signatures are received by TNC.

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Project:

Cojo Jalama Dedication

Agreement

A.P.N.:

083-510-064

083-510-065 (portion)

083-510-063 (portion)

Folio:

003865

Agent:

DG

IN WITNESS WHEREOF, County and TNC have executed this Dedication Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by County.

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

ATTEST: MONA MIYASATO CLERK OF THE BOARD	By: STEVE LAVAGNINO, CHAIR BOARD OF SUPERVISORS	
By:	Date:	
APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL By: Deputy Counsel	APPROVED AS TO ACCOUNTING FORM: BETSY M. SCHAFFER, CPA AUDITOR-CONTROLLER By: Deputy Auditor-Controller	
TNC: THE NATURE CONSERVANCY a District of Columbia non-profit corporation By:		
Name and	Title	

Project:

Cojo Jalama Dedication

Agreement

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By:	Date:	
APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL	APPROVED AS TO ACCOUNTING FORM: BETSY M. SCHAFFER, CPA AUDITOR-CONTROLLER	
By: Deputy Counsel	By:	
TNC: THE NATURE CONSERVANCY a District of Columbia non-profit corporation		
Ву:		
Na	ime and Title	
Date:		

Project:

Cojo Jalama Dedication

Agreement

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ATTEST:	By:
MONA MIYASATO	STEVE LAVAGNINO, CHAIR
CLERK OF THE BOARD	BOARD OF SUPERVISORS
By:	Date:
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
MICHAEL C. GHIZZONI	BETSY M. SCHAFFER, CPA
COUNTY COUNSEL	AUDITOR-CONTROLLER
By:	D
Deputy Counsel	By: Deputy Auditor-Controller

TNC:
THE NATURE CONSERVANCY
a District of Columbia non-profit corporation

By: Scott Marrison / South Marrison

Director of Conservation Programs and Science Name and Title

Date: March 21, 2019

EXHIBIT A-1 LEGAL DESCRIPTION PAGE 1 OF 3

A portion of the following described property:

That portion of Tract 19, as shown on that certain Map entitled "Map of the Subdivision of Concepcion Ranch in Eight Sheets, being a Portion of the Rancho El Cojo owned by the Del Norte Land Co., Santa Barbara County, Cal.", in the County of Santa Barbara, State of California, filed December 7, 1914 in Book 9 Pages 1 through 8 of Maps and Surveys, in the office of the County Recorder of said County.

Except the land easterly of the westerly line of the Southern Pacific Railroad right-of-way.

Said property being described in a Certificate of Compliance 00-CC-75 recorded February 3, 2000 as Instrument No. 2000-0006772 of Official Records of said Santa Barbara County.

Said Portion described as follows:

COMMENCING at a 2" Iron Pipe with P.K. nail and aluminum washer stamped "JOHNSON – FRANK AND ASSOC. P.L.S. 4140 FOR L.A. DIST. C.O.E. STA. 8078", as shown on the map filed in Book 143, Page 81 of record of surveys in the office of the county recorder of the County of Santa Barbara; thence South 6°59′56" West, a distance of 3218.42 feet to a point on the westerly line of said Tract 19, being a corner in common with said Tract 20, and the TRUE POINT OF BEGINNING.

Thence, southerly along said westerly line South 14°01′43" East, a distance of 1,266.77 feet; thence leaving said westerly line at right angles, North 75°58′17" East, a distance of 567.40 feet to the westerly right-of-way line of the Southern Pacific Railroad; thence, North 23°31′12" West, of a distance of 1,105.77 feet along said westerly right-of-way line to the northerly line of said Tract 19; thence North 79°26′50" West, a distance of 423.44 feet along northerly line of said Tract 19 to the POINT OF BEGINNING.

Containing 12.70 acres, more or less.

End Description



EXHIBIT A-1 LEGAL DESCRIPTION PAGE 2 OF 3

All distances and bearings shown as measured or calculated are on California Coordinate System, NAD 83, Zone 5 grid. The site combination factor is 0.99992928 and the site mapping angle is -1°25'35.9". To obtain ground level distances, multiply grid distances by 1.00007073 which is the inverse of the project combination factor. To obtain true north azimuths, subtract the mapping angle from the grid azimuths.

This Description is made pursuant to Section 66428(a)(2) of the Subdivision Map Act

Prepared by:

Pyan Edwards DIS

5-9-18

Date



RYAN EDWARDS No. 9116

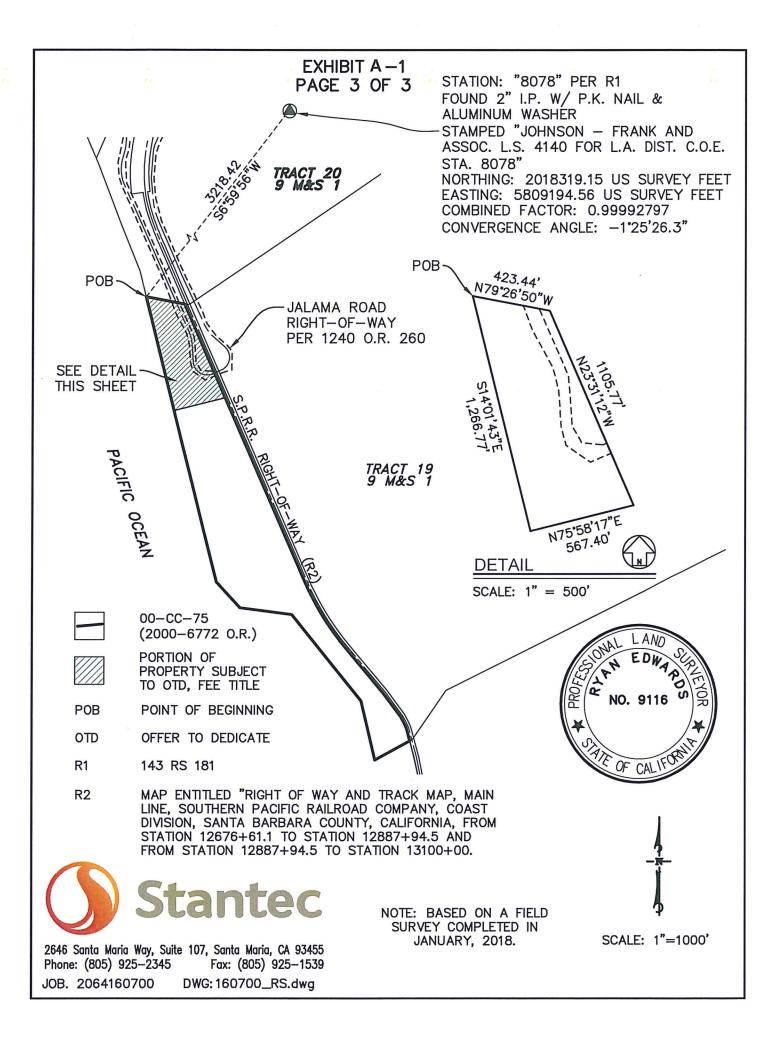


EXHIBIT A-2 LEGAL DESCRIPTION PAGE 1 OF 2

That portion of Tract 20, as shown on that certain Map entitled "Map of the Subdivision of Concepcion Ranch in Eight Sheets, being a Portion of the Rancho El Cojo owned by the Del Norte Land Co., Santa Barbara County, Cal.", in the County of Santa Barbara, State of California, filed December 7, 1914 in Book 9 Pages 1 through 8 of Maps and Surveys, in the office of the County Recorder of said County.

Except the land described in the deed to the County of Santa Barbara (Jalama Park), recorded June 18, 1943 in Book 571, Page 178 of Official Records, filed in the Office of the County Recorder of said County.

Also except the land easterly of the westerly line of the Southern Pacific Railroad right-of-way.

Said property being described in a certificate of compliance 00-CC-73 recorded February 3, 2000 as Instrument No. 2000-0006770 of Official Records of said Santa Barbara County.

Containing 16.65 acres, more or less.

End Description

This description is made pursuant to Section 66428(a)(2) of the Subdivision Map Act

Prepared by:

Rvan/Edwards, PLS

Date

1-3-19





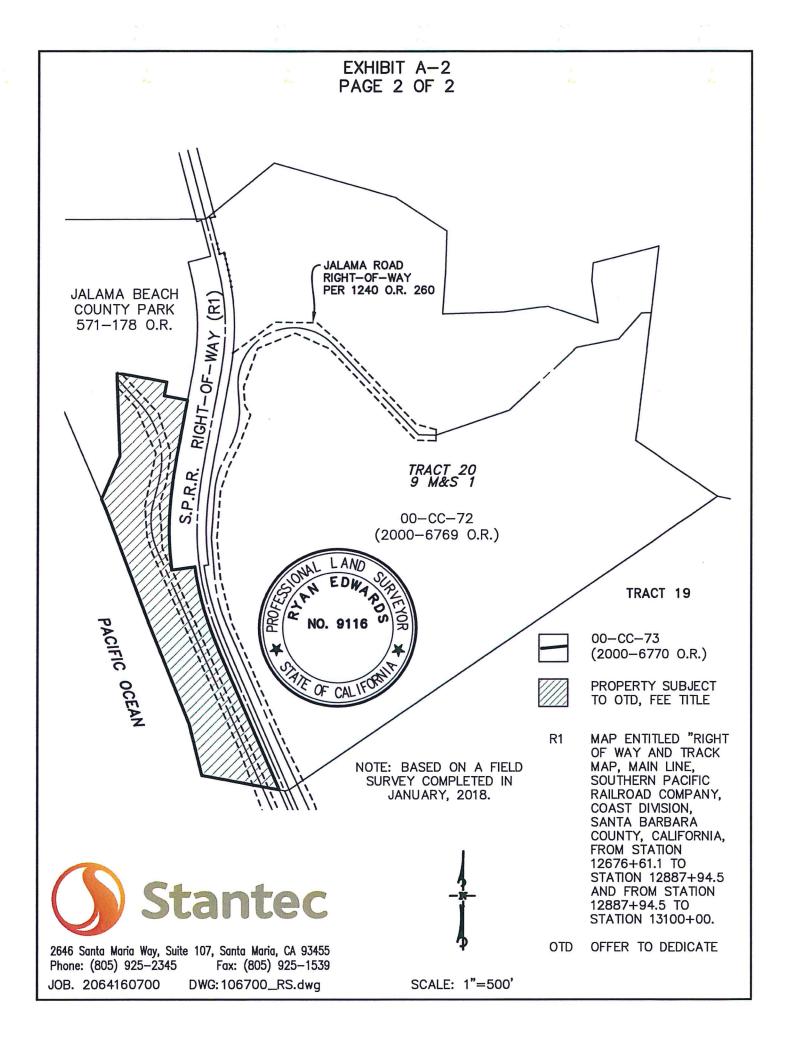


EXHIBIT A-3 LEGAL DESCRIPTION PAGE 1 OF 4

A portion of the following described property:

That portion of Tract 20, as shown on that certain Map entitled "Map of the Subdivision of Concepcion Ranch in Eight Sheets, Being a Portion of the Rancho El Cojo owned by the Del Norte Land Co., Santa Barbara County, Cal.", in the County of Santa Barbara, State of California, filed December 7, 1914 in Book 9 Pages 1 through 8 of Maps and Surveys, in the office of the County Recorder of said County.

Except the Land westerly of the easterly line of the Southern Pacific Railroad right-of-way.

Said property being described in a certificate of Compliance 00-CC-72 Recorded February 3, 2000 as instrument No. 2000-0006769 of Official Records of said Santa Barbara County.

Said portion described as follows:

COMMENCING at a 2" Iron Pipe with P.K. nail and aluminum washer stamped "JOHNSON – FRANK AND ASSOC. P.L.S. 4140 FOR L.A. DIST. C.O.E. STA. 8078", as shown on the map filed in Book 143, Page 81 of record of surveys in the office of the county recorder of the County of Santa Barbara; thence North 6°11'26" West, a distance of 116.38 feet to a point on the northerly line of, and being a terminus of said Tract 20 and the TRUE POINT OF BEGINNING.

Thence, South 3°34′28″ East, a distance of 835.06, to the northerly right-of-way line of Jalama Road per Book 1240, Page 260 of Official Records filed in the Office of the County Recorder; thence North 89°21′31″ West, a distance of 37.53 feet, along said right-of-way; thence, South 53°22′38″ West, along said right-of-way, a distance of 287.67 feet, to the easterly right-of-way line of the Southern Pacific Railroad and the beginning of a non-tangent curve; thence, along said right-of-way line; thence, from a tangent that bears North 5°11′29″ East; northerly along a curve to the left, having a radius of 1,323.15 feet, through a central angle of 14°33′02″, an arc length of 336.02 feet; thence, continuing along said Right-of-Way the following courses:

Thence, North 09° 59' 42" West, a distance of 30.75 feet; Thence, North 11° 07' 12" West, a distance of 30.92 feet; Thence, North 12° 05' 42" West, a distance of 30.78 feet; Thence, North 12° 55' 12" West, a distance of 30.65 feet; Thence, North 13° 35' 42" West, a distance of 30.52 feet;



EXHIBIT A-3 LEGAL DESCRIPTION PAGE 2 OF 4

Thence, North 14° 07' 12" West, a distance of 30.39 feet;

Thence, North 14° 29' 42" West, a distance of 3.14 feet;

Thence, South 75° 52' 48" West, a distance of 25.00 feet;

Thence, North 14° 29' 42" West, a distance of 26.90 feet;

Thence, North 14° 43' 12" West, a distance of 30.06 feet;

Thence, North 14° 47' 42" West, a distance of 144.31 feet;

Thence, North 75° 12' 18" East, a distance of 25.00 feet;

Thence, North 14° 47' 42" West, a distance of 23.11 feet to a point on the northerly line of said Tract 20 that bears South 50°23′52" West a distance of 423.08 feet from the Point of Beginning. Said easterly right-of-way line of the Southern Pacific Railroad being parallel with said Railroad centerline; thence North 50°23′52" East a distance of 423.08 feet, along the northerly line of said Tract 20 to the POINT OF BEGINNING.

Containing 5.40 acres, more or less.

End Description

All distances and bearings shown as measured or calculated are on California Coordinate System, NAD 83 (1986 Adjustment), Zone 5 grid. The site combination factor is 0.99992928 and the site mapping angle is -1°25'35.9". To obtain ground level distances, multiply grid distances by 1.00007073 which is the inverse of the project combination factor. To obtain true north azimuths, subtract the mapping angle from the grid azimuths.

This description is made pursuant to Section 66428(a)(2) of the Subdivision Map Act, based on a field survey concluded in January, 2018, by me or under my direct supervision.

Prepared by:

EL L DIG

Date

5-9-18





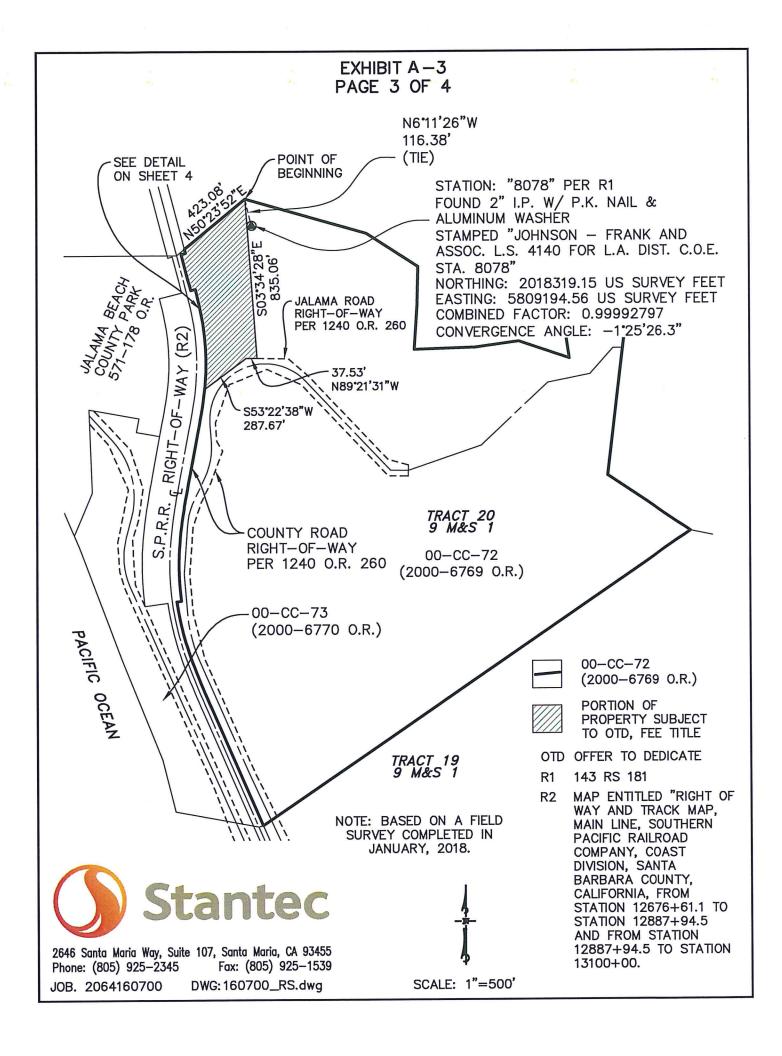


EXHIBIT A-3 PAGE 4 OF 4

PARCEL TABLE		
SEGMENT#	LENGTH	DIRECTION/DELTA/RAD
C1	336.02	Δ=14°33'02" R=1323.15
L1	30.75	N09° 59' 42"W
· L2	30.92	N11° 07' 12"W
L3	30.78	N12° 05' 42"W
L4	30.65	N12° 55' 12"W
L5	30.52	N13° 35' 42"W
L6	30.39	N14° 07' 12"W
L7	3.14	N14° 29' 42"W
L8	25.00	S75° 52' 48"W
L9	26.90	N14° 29' 42"W
L10	30.06	N14° 43' 12"W
L11	144.31	N14° 47' 42"W
L12	25.00	N75° 12' 18"E
L13	23.11	N14° 47' 42"W

12855+00 L10 PER R2 L10 L8 L7 L8
DETAIL





2646 Santa Maria Way, Suite 107, Santa Maria, CA 93455 Phone: (805) 925-2345 Fax: (805) 925-1539

JOB. 2064160700 DWG: 160700_RS.dwg



SCALE: 1"=150'