



TO: Mayor and Councilmembers
FROM: Michelle Greene, City Manager
CONTACT: Tim W. Giles, City Attorney
SUBJECT: Acceptance of Barnsdall Gas Station Transfer

RECOMMENDATION:

- A. Approve and Authorize the City Manager to sign the Transfer Agreement between the Sandpiper Golf Trust LLC and the City of Goleta for the Barnsdall Gas Station Property; and
- B. Authorize staff to accept the Grant Deed for the Barnsdall Gas Station Property.

BACKGROUND:

The former Barnsdall Gas Station located adjacent to the Sandpiper Golf Course on Hollister Avenue is a remnant from Goleta's oil industry past. In 1929, this former "filling station" was created by the Barnsdall Oil Company and the Rio Grande Oil Company along what at the time was the State Highway, adjacent to their productive Ellwood Oil Fields. The oil companies constructed a station in a Spanish Colonial Revivalism architectural style, which was popular at that time in the Santa Barbara area.

Most of the remnants of the oil production industry have been removed from Goleta's shores. Although the station has long been closed and the State Highway realigned to be the existing Highway 101 freeway, the station remains a testament to the character and history of Goleta.

The General Plan Visual and Historic Resources Element 3 (Historic Resources Element) Subpolicy VH 5.1 Local Historic Landmarks, Table 6-1 List of Historic Resources, and Figure 6-2 Historic Resources specifically identify the Barnsdall Gas Station site as both a Local Historic Landmark and Locally Significant Historic Resource. Historic Resources Element Subpolicy VH 5.4 Preservation of Historic Resources includes requirements related to the protection of historic sites. In addition, the location of the Barnsdall Gas Station site is mapped as a Historic Resource in the General Plan Historic Resources Element (Figure 6-2 Historic Resources) and is identified to be protected as such.

In keeping with these designations, as well as a desire in the community to preserve and restore the historic structure, City representatives approached staff of the Barnsdall Gas Station property owner (Ty Warner of Sandpiper Golf Trust LLC) about the possibility of transferring the property to the City. Subsequently, Mr. Warner offered to transfer the property to the City, and a transfer agreement has been negotiated between City staff and the property owner's legal counsel and is presented for Council consideration. A copy of the agreement is provided as Attachment 1 to this report.

DISCUSSION:

The Transfer Agreement provides that Sandpiper Golf Trust will provide a Grant Deed for not only the station, but also a quarter of an acre of land including the station at no cost to the City. The property owner will provide title insurance and pay all closing costs. The transaction will be concluded through an escrow officer who will record the Grant Deed in the Official Records of the County of Santa Barbara.

The property will be transferred in an "as is" condition. It was subject to soil contamination remediation and removal, but was cleared and the case closed by the County of Santa Barbara Local Oversight Program State Water Resources Control Board on April, 24, 1997. However, as a precaution, the property owner will hold the City harmless and defend the City for any hazardous waste issues that arise from the historic use of the property as a gas station.

Staff has some preliminary information on the condition of the structure on the site and it is clear that immediate preservation efforts are needed. Upon transfer, staff will undertake a more detailed investigation of the condition of the building and prepare a recommendation on preservation and restoration efforts that should be undertaken. In addition, the Planning Department is undertaking the development of a Historic Preservation Ordinance, which will provide a framework for decision making related to the future use of the property.

On December 12, 2016, the Planning Commission reviewed the transaction and found that it is consistent with the City's General Plan. A copy of the staff report presented to the Planning Commission is included as Attachment 2 to this report.

FISCAL IMPACTS:

Accepting the transfer will increase the City's Capital Assets, though at this stage it is unknown to what extent. The fair market value of the site and its improvements at the time of transfer will need to be identified before the value of the asset can be added to the City's Capital Asset inventory.

Although there is no direct fiscal cost associated with accepting the transfer as the owner is paying all associated costs, as the Council directs preservation efforts there will be fiscal impacts associated with those decisions. Those costs will be elaborated for the Council's consideration when those recommendations are made.

ALTERNATIVES:


The City Council can decline to enter into the transfer agreement. If the City does not acquire this property, the opportunity to preserve this historic structure could be lost, and the historic structure would continue to deteriorate.

Legal Review By:

Approved By:



Tim W. Giles
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Transfer Agreement
2. December 12, 2016 Planning Commission Staff Report

Attachment 1

Transfer Agreement

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2016 (the "Effective Date"), by and between SANDPIPER-GOLF TRUST, LLC, a Delaware limited liability company (hereinafter referred to as "Transferor"), and THE CITY OF GOLETA, a California municipal corporation (hereinafter referred to as "Transferee");

RECITALS:

WHEREAS, Transferor is the fee simple owner of certain land and improvements commonly known as the Sandpiper Golf Course, located in Goleta, California, consisting of a fully operating golf course of approximately 201.847 acres (collectively, the "Golf Course Property");

WHEREAS, there is located on the Golf Course Property a certain parcel consisting of approximately 10,874 square feet of land more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Barnsdall Land"), and improvements located thereon commonly known as the Barnsdall-Rio Grande Gas Station (the "Barnsdall Gas Station," and together with the Barnsdall Land and appurtenances thereunto belonging, collectively, the "Barnsdall Property");

WHEREAS, the Barnsdall Gas Station was built in 1929, and originally served as the entrance to the Barnsdall oil field that dominated the coastline at that time. The building's design was conceived by former civic leader and conservationist Pearl Chase in an effort to improve the appearance of filling stations; and

WHEREAS, Transferor desires to donate the Barnsdall Property to Transferee to enable the Barnsdall Gas Station to be restored and preserved by Transferee as an historic landmark and Transferee desires to accept such donation of the Barnsdall Property from Transferor in accordance with the terms hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed by and between the parties hereto as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated by this reference.
2. **DONATION AND ACCEPTANCE OF THE BARNSDALL PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Transferor agrees to donate the Barnsdall Property to Transferee, and Transferee agrees to accept such donation of the Barnsdall Property from Transferor. At the Closing (as such term is hereinafter defined), Transferor shall assign, transfer, convey, and deliver the Barnsdall Property to Transferee pursuant to a grant deed in substantially the form attached hereto as **Exhibit B** (the "Grant Deed") and such other assignment and transfer documentation as is required to fully transfer and convey the Barnsdall Property to Transferee.
3. **TITLE POLICY.** On the Closing Date, Transferor shall, at its sole cost and expense, cause Chicago Title Insurance Company (the "Title Company") to issue a "pro forma" CLTA Owner's Title Insurance Policy for the Barnsdall Land (the "Title Policy") in an amount mutually agreed upon by Transferor and Transferee. The Title Policy shall include, at Transferor's sole cost and expense, such title insurance endorsements as Transferee may reasonably require and the Title Company may agree to

issue, including the deletion of the standard general exceptions. The Title Policy shall show fee simple title to the Barnsdall Land to be held by Transferee subject only to the special exceptions contained therein and approved by Transferee.

4. **INTENTIONALLY OMITTED.**

5. **CLOSING.** The Closing of the transaction contemplated by this Agreement (herein referred to as the "Closing") shall occur on the Effective Date, or on such other date as the parties hereto may mutually agree (hereinafter referred to as the "Closing Date"), at such time and place as Transferor and Transferee and their respective counsel shall mutually agree.

- a) **Transferor's Closing Deliveries.** On the Closing Date, Transferor shall deliver the following to Transferee, or as the Transferee shall direct, in the form attached hereto (or if no such form is attached hereto, in form and substance reasonably acceptable to Transferor and Transferee):
- i) the Title Policy as provided in Section 3 hereof;
 - ii) such affidavits or indemnities as shall be reasonably required by the Title Company, in its capacity as title insurer, to issue the Title Policy as provided in Section 3 hereof;
 - iii) such resolutions and authorizations for Transferor as shall be reasonably required by the Title Company in its capacity as title insurer, to issue the Title Policy as provided in Section 3 hereof; and
 - iv) a Certificate of Good Standing for Transferor issued by the State of California, in form as shall be reasonably required by the Title Company in its capacity as title insurer, to issue the Title Policy as provided in Section 3 hereof.
- b) **Joint Closing Deliveries.** On the Closing Date, Transferor and Transferee shall jointly deliver, in the form attached hereto (or if no such form is attached hereto, in form and substance reasonably acceptable to Transferor and Transferee):
- i) one (1) original of the Grant Deed, executed by Transferor and Transferee in recordable form; and
 - ii) applicable transfer tax declarations.
- c) **Closing Charges.** The premium for the Title Policy, including any title insurance endorsements, shall be paid by Transferor. All recording fees with respect to the Grant Deed shall be paid by Transferor. Transferor shall pay 100% of all sales taxes and transfer taxes (including all state and local taxes). All other customary closing costs in connection with the transfer of the Barnsdall Property shall be paid by the Transferor.

6. **TRANSFEROR REPRESENTATIONS.** Transferor hereby represents as follows, such representations to be true, correct, and in effect on the date hereof and at the time of the Closing:

- a) Parties in Possession. there are no parties in possession of the Barnsdall Property, nor are there any parties with possessory rights in the Barnsdall Property, other than affiliates of Transferor;
- b) Liens. the Barnsdall Property is free and clear of any liens except for the lien of general real estate taxes not yet due and payable;
- c) Power and Authority. Transferor has full power and authority to enter into this Agreement and this Agreement is fully binding upon, and enforceable against, Transferor in accordance with its terms and conditions;
- d) Pending Negotiations. the Barnsdall Property has not been platted nor are any negotiations, petitions, applications, or proceedings pending for the zoning and/or platting of the Barnsdall Property as of the date of this Agreement and no such negotiations, petitions, applications, or proceedings will be prosecuted by Transferor until or unless such time as this Agreement shall be rendered null and void by virtue of a default of Transferee; and
- e) Other Warranties. Transferor hereby incorporates by reference and remakes any warranties or representations which are made elsewhere in this Agreement.

7. **BROKERAGE COMMISSION.** Transferor and Transferee hereby represent and warrant, each to the other, that neither has dealt with any real estate broker in connection with the transactions contemplated by this Agreement. Transferor shall indemnify, defend, and save and hold Transferee harmless from and against any claims, suits, demands or liabilities of any kind or nature whatsoever arising on account of the claim of any person to a real estate brokerage commission or a finder's fee as a result of having dealt with Transferor. The provisions of this Section 7 shall survive the Closing.

8. **REAL ESTATE TAXES.** Transferor and Transferee hereby mutually acknowledge that the Barnsdall Property is included in the APN of the Golf Course Property. Following the Closing, Transferor and Transferee shall use reasonable efforts to obtain from the taxing authorities a separate assessment and APN for the Barnsdall Property. Until such a separate assessment and APN is obtained, Transferor shall pay all real estate taxes attributable to the Barnsdall Property and the Golf Course Property. Once a separate assessment and APN for the Barnsdall Property has been obtained, Transferee shall pay all real estate taxes, if any, attributable solely to the Barnsdall Property APN.

9. **DEFAULT.** Transferor and Transferee hereby mutually agree that, in the event of a default by either party hereto, the other party hereto shall, prior to pursuing any recourse available to it, provide written notice to the defaulting party in conformance with the requirements of Section 13(b) hereof stating the exact nature of the default and giving the defaulting party ten (10) days within which to cure such default. If the subject default shall not be cured within said ten (10) days period, the party giving such notice shall be permitted to avail itself of any remedy to which it may be entitled under this Agreement at law or in equity.

10. **PERSONAL PROPERTY.** Transferor hereby agrees that any and all personal property remaining on the Barnsdall Property after Closing shall become the personal property of Transferee, and if necessary Transferor shall execute a Bill of Sale documenting same.

11. **AS-IS CONDITION.** Except as provided below, Transferee hereby agrees that, except as expressly provided herein, Transferee is accepting the Barnsdall Property in an “as-is” and “with all faults” physical condition and in an “as-is” and “with all faults” state of repair. Transferee does hereby waive, and Transferor does hereby disclaim all warranties of any type or kind whatsoever with respect to the Barnsdall Property, whether express or implied, including by way of description but not of limitation, the warranty of fitness for a particular purpose. Transferee further covenants that in entering into this Agreement, Transferee has not relied on any express or implied representation, warranty, promise or statement of Transferor, or anyone acting for or on behalf of Transferor, other than as expressly set forth in this Agreement, and that all matters concerning the Agreement have been, or shall be independently verified by Transferee prior to the Closing, and that Transferee shall accept the Barnsdall Property based upon Transferee’s own prior inspections, investigations and examinations of the Barnsdall Property.

12. **HAZARDOUS WASTE.**

- a) Transferor indemnifies and holds Transferee harmless from and against any legal claim or action (“Claim”) arising out of the release of hazardous substances at the Barnsdall Property prior to the Closing (“Pre-Closing Environmental Release”), or the migration of hazardous substances released at the Barnsdall Property prior to Closing. Should Transferee be named in any Claim, whether the same be groundless or not, arising out of a Pre-Closing Environmental Release at the Barnsdall Property, or the subsequent migration thereof, following Transferee’s receipt of written notice (which must be provided to Transferor promptly following Transferee’s receipt or knowledge of such Claim, which must contain sufficient information to apprise Transferor of such Claim or include a copy of such complaint), Transferor has the right, but not the obligation, to defend Transferee (with counsel of Transferee’s own choosing) and/or settle or resolve such Claim as it deems appropriate in its discretion, including with respect to the scope of any required remedial actions to resolve such Claim, and will indemnify Transferee for any judgment rendered against Transferee and any sums paid out in settlement or otherwise by Transferee with respect to such Claim. Without limitation, Transferor will have no liability, and no obligation to indemnify Transferee, for any Claim to the extent arising out of or resulting from (1) any environmental sampling, analysis or subsurface work, excavation or remediation conducted by Transferee after the Closing unless required by applicable environmental laws and regulations, (2) any notice or report to any governmental authority made by Transferee after Closing unless required by applicable environmental laws or regulations or taken in response to an imminent threat to human health or the environment associated with a Pre-Closing Environmental Release at the Barnsdall Property, or the subsequent migration thereof, (3) the acts or omissions of Transferee or other third parties after the Closing, including such acts or omissions that result in the exacerbation of a Pre-Closing Environmental Release, and (4) the failure of Transferee to provide Transferor with reasonable access or otherwise cooperate in the performance by Transferor of any required investigation or remediation at the Barnsdall Property in connection with any Claim to the extent authorized under applicable environmental laws and regulations.
- b) For purposes of this section, “Transferee” includes Transferee’s officers, officials, employees, agents, representatives, and volunteers.

- c) It is expressly understood and agreed that the foregoing provisions are intended to, and will, bind Transferor and its successors in interest after the Barnsdall Property is accepted by Transferee in accordance with the terms and conditions of this Agreement.
- d) Transferor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California. If any portion of this agreement is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

13. **COVENANT.** In accordance with Section 11.2 of that certain Purchase and Sale Agreement dated June 27, 1990, by and between ARCO and Aradon Corporation, as amended and assigned, Transferee, for and on behalf of itself, its partners, its affiliated entities, the respective directors, stockholders or shareholders, officers, employees, attorneys and agents of each of the foregoing acting within the scope of their respective employment or agency, and the respective successors and assigns thereof (collectively, the "Transferee Group") hereby acknowledges and agrees that (i) Venoco LLC, a Delaware limited liability company ("Venoco"), owns that certain real property consisting of approximately 4.46 acres adjacent to the Golf Course Property described more particularly as:

Parcel A of Parcel Map No. 10456, in the County of Santa Barbara, State of California, as per map recorded in Book 2, Page 22, of Parcel Maps. In the office of the County Recorder of said County.

on which Venoco owns and operates crude oil and gas processing facilities (the "Facility"), and (ii) Venoco may continue to operate the Facility from and after the Closing. Except as otherwise provided, Transferee agrees and covenants that the Transferee Group shall not directly or indirectly oppose or take any action to oppose or lend any assistance or support to anyone who opposes or seeks to challenge Venoco's, or its successor's or assign's, right or ability to operate the Facility. Transferor understands that Transferee is a public entity which, in part, is governed by elected and appointed public officials (collectively, "Electeds"). While Transferee can obligate its employees, agents, and certain other representatives to comply with the terms and conditions of this Agreement, its ability to require Electeds to fully comply with this Section when acting as individuals outside the scope of their official duties is limited. Consequently, Transferor cannot enforce this Section against Transferee should an Elected – acting outside the scope of their official duties – choose to contravene the general provisions of this Section. Transferee covenants and agrees that the Transferee Group will not directly or indirectly oppose or take any action to oppose or lend any assistance or support to anyone who opposes or challenges the issuance of any permits, licenses or other governmental approvals issued or to be issued in connection with the operation, improvement, use or occupancy of the Facility, nor assert that issuance of such permits, licenses or any other governmental approvals, or decisions taken or which may be taken in connection with the operation, improvement, use or occupancy of the Facility, in any way or manner violated or violates any law, regulation, ordinance or decision, governmental or quasi-governmental, applicable to the Facility. Transferee further covenants and agrees that all contracts of sale, deeds, leases, mortgages, deeds of trust or other instruments of conveyance of all or any part of the Barnsdall Property entered into by or on behalf of Transferee shall include the foregoing covenants and agreements which shall be binding on the transferee, its successors and assigns. The covenants and agreements of Transferee set forth in this Section 13 shall not apply to any material modification or expansion of the Facility by Venoco or its successors or assigns which would (i) materially increase emissions of air contaminants or odors if such increased emissions or odors would materially and adversely affect the conduct of the golf course business on the Barnsdall Land or materially and adversely affect the health of persons occupying or using the Barnsdall Land, or (ii) materially increase

the routine and sustained noise audible on the Barnsdall Land above those levels in effect on October 4, 1990, unless such modification or expansion is required by law, regulation, ordinance, order or decision, governmental or quasi-governmental, applicable to the Facility, in which case the covenants and agreements of Transferee set forth in this Section 13 shall be applicable.

14. **MISCELLANEOUS.**

- a) **Time of Essence.** Time is of the essence of this Agreement.
- b) **Notices.** All notices, notifications or other communications of any type given by any party hereto, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, (b) expedited prepaid overnight delivery service, either commercial or United States Postal Service, with proof of attempted delivery, (c) by facsimile, provided that such notice shall be effective only when the transmittal thereof has been confirmed with electronic or telephone confirmation, and further provided that if the addressee's facsimile machine is not in operation for any reason, the time for notice relating to facsimile as required hereunder shall be extended as reasonably necessary to allow notice to be provided by facsimile when such facsimile machine is again in operation, or (d) as a pdf attachment to an email, provided that an additional notice is given pursuant to subsection (a) or (b) above), addressed as follows (or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other party hereto in the manner provided for in this Section):

if to Transferor: **SANDPIPER-GOLF TRUST, LLC**
c/o Ty Warner Hotels & Resorts, LLC
280 Chestnut Avenue
Westmont, Illinois 60559
Attention: Donna M. Snopek
Facsimile: (630) 902-1515
E-Mail: dsnopek@tymail.com

and a copy to: Richard J. Cremieux, Esq.
BAKER & MCKENZIE LLP
300 East Randolph Street
Suite 5000
Chicago, Illinois 60601
Facsimile No.: (312) 861-8000
E-Mail: richard.cremieux@bakermckenzie.com

if to Transferee: **THE CITY OF GOLETA**
Michelle Greene, City Manager
130 Cremona Drive, Suite B
Goleta, California 93117
Facsimile No. (805) 961-7504
E-Mail: mgreene@cityofgoleta.org

and a copy to:

Tim Giles, Esq.
CITY OF GOLETA
130 Cremona Drive, Suite B
Goleta, California 93117
Facsimile No. (805) 961-7504
E-Mail: tgiles@cityofgoleta.org

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a business day; or in the case of expedited prepaid delivery and telecopy, upon the first attempted delivery on a business day.

- c) Captions. The captions used herein have been utilized for convenience only and are not intended to modify or limit in any way the provisions hereof.
- d) Risk of Loss. If, when neither the legal title nor the possession of the Barnsdall Property has been transferred, all or a material part thereof is destroyed without fault of Transferee and said destruction of the improvements on the Barnsdall Property create rights in either Transferor or its beneficiaries to insurance proceeds, said right to the insurance proceeds shall be assigned to Transferee at Closing. If, when neither the legal title nor the possession of the Barnsdall Property has been transferred, all or a material part thereof is destroyed without fault of Transferee and said destruction of the improvements on the Barnsdall Property create rights in either Transferor or its beneficiaries to insurance proceeds, said right to the insurance proceeds shall be assigned to Transferee at Closing.
- e) Prior Agreements. This Agreement shall supersede any and all prior agreements, whether written or oral, between the parties hereto and may only be amended, modified, supplemented or terminated by a written instrument executed by Transferor and Transferee or their authorized agents.
- f) Successors and Assigns. The terms and conditions herein contained shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and/or assigns, as the case may be. Notwithstanding anything to the contrary herein contained, it is understood and agreed by and between the parties hereto that this Real Estate Contract shall not be assignable by either party hereto without the prior written consent of the other first had, which consent may be withheld at its sole and absolute discretion, and any such assignment, without said prior written consent, shall be null and void and of no force or effect whatsoever.
- g) Governing Law/Venue. This Agreement shall be governed by the laws of the State of California, and for the purpose of any suit, action or proceeding involving this Agreement, Transferor and Transferee hereby expressly submit to the jurisdiction of all federal and state courts sitting in the State of California having jurisdiction within the County of Santa Barbara.
- h) Waiver. No waiver shall be effective against either party unless it is in a writing signed by that party.

- i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- j) Severability. The invalidity or unenforceability of any provision of this Agreement shall not impair the validity or enforceability of any other provision of this Agreement, provided that any provision so held to be invalid or unenforceable will not materially and adversely effect the expected benefit of any party to this Agreement.

- k) Waiver of Jury Trial. **TRANSFEROR AND TRANSFEREE EACH WAIVE TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING (INCLUDING COUNTERCLAIMS), WHETHER AT LAW OR EQUITY, BROUGHT BY TRANSFEROR OR TRANSFEREE AGAINST THE OTHER ON MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY, OR THE RELATIONSHIP BETWEEN TRANSFEROR AND TRANSFEREE, OR ANY ACTION OR INACTION BY ANY PARTY UNDER THIS AGREEMENT.**

- l) No Third Party Beneficiary. This Agreement and each of the provisions hereof are solely for the benefit of Transferor and Transferee and their permitted successors and assigns. No provisions of this Agreement, or of any of the documents and instruments executed in connection herewith, shall be construed as creating in any person or entity other than Transferor and Transferee and their permitted successors and assigns any rights of any nature whatsoever.

- m) Further Assurances. In addition to the obligations required to be performed hereunder by the parties hereto at or prior to Closing, each party, from and after the Closing, shall execute, acknowledge, and deliver such other instruments and documents, and take such actions as may reasonably be required in order to effectuate the purposes of this Agreement. The provisions of this Section 13(n) shall survive the Closing.

- n) Consents. Notwithstanding anything to the contrary contained herein, Transferor and Transferee shall cooperate with each other in obtaining all consents and permissions required to consummate the transactions contemplated by this Agreement and required under any covenant, agreement, encumbrance, law, or regulation.

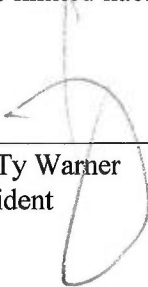
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IN WITNESS WHEREOF, the parties hereto have caused this Transfer Agreement to be executed on the day and year first above written.

TRANSFEROR:

SANDPIPER-GOLF TRUST, LLC,
a Delaware limited liability company

By: _____
Name: H. Ty Warner
Title: President



(Signatures continue on following page)

TRANSFeree:

THE CITY OF GOLETA,
a California municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF THE BARNSDALL LAND

[TO BE PROVIDED.]

EXHIBIT B

FORM OF GRANT DEED

[TO BE ATTACHED.]



EXHIBIT A
LEGAL DESCRIPTION

That certain real property situated in the County of Santa Barbara, State of California, described as follows:

That portion of that certain tract and parcel of land situated in the County of Santa Barbara, State of California, the title to which was confirmed to Catherine M. Bell, by the Decree made in the Superior Court of the County of Santa Barbara, State of California, in the action of Jose Maria Hill, et al., Trustees of the Estate to N.A. Den, Deceased vs. Richard S. Den, et al., a certified copy of which Decree was recorded in Book 127, Page 217 et seq., of Deeds, in the office of the County Recorder of said County, said Tract being known as the "Canada De Las Armas Tract" of said Catherine M. Bell, described as follows:

BEGINNING at a point in the intersection of the East line of said "Canada De Las Armas Tract" with the South line of Hollister Avenue, 100 feet wide, as described in the deed to the State of California recorded March 20, 1929 as Instrument No. 3300 in Book 182, Page 43 of Official Records; thence South 00°43'18" East along said East line, to a point in the beach at the ordinary high tide line to an intersection with the boundary agreement line as described in document recorded May 6, 1983 as Instrument No. 83-22485 of Official Records, said boundary agreement line being the Westerly line of the "Canada De Las Armas Tract"; thence North 00°34'47" West along said boundary agreement line to an intersection with the Southerly line of the Southern Pacific Railroad right-of-way as described in deed recorded October 6, 1904, in Book 99, Page 394 of Deeds and as shown on County Surveyor's Map No. 1127; thence Southeasterly and Easterly along said Southerly line to an intersection with the South line of Hollister Avenue, 100 feet wide, as described in the Deed to the State of California, recorded March 16, 1933 as Instrument No. 1529 in Book 278, Page 423 of Official Records; thence along said South line of Hollister Avenue to the point of beginning.

EXCEPTING THEREFROM Parcel A of Parcel Map No. 10,465 recorded in Book 2, Page 22 of Parcel Maps in the office of the Santa Barbara County Recorder.

ALSO EXCEPTING THEREFROM:

That certain portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of the land described in the Grant Deed to Sandpiper-Golf Trust, LLC, a Delaware limited liability company, recorded March 6, 1998 as Instrument No. 98-013827 of Official Records in the Office of the County Recorder of said County.

Said portion of land is more particularly described as follows:

BEGINNING at a point on the southerly right-of-way line of Hollister Avenue as shown on the map filed in Book 82, Page 43 of Record of Surveys in the Office of the County Recorder of said County, said point of beginning lying North 75°00'30" West, a distance



of 40.37 feet from the easterly terminus of that certain course shown as N 75°00'30" W, 762.57' on said map; thence, along said southerly right-of-way line,

- 1st South 75°00'30" East, 40.37 feet to the beginning of a curve, concave northeasterly and having a radius of 2057.85 feet; thence, continuing along said right-of-way and along said curve,
- 2nd Easterly, through a central angle of 3°14'26" an arc distance of 116.39 feet; thence, leaving said right-of-way,
- 3rd South 11°45'04" West, 17.29 feet to the beginning of a non-tangent curve, concave northwesterly and having a radial center which bears North 51°11'08" West, a distance of 119.93 feet; along said curve, , and a radial bearing of South 51°11'08" East; thence,
- 4th Southwesterly, through a central angle of 31°14'39" an arc distance of 65.40 feet; thence,
- 5th North 90°00'00" West, a distance of 15.50 feet to the beginning of a non-tangent curve, concave northeasterly and having a radial center which bears North 21°26'20" West, a distance of 82.78 feet; thence, along said curve, , and a radial bearing of South 21°26'20" East; thence,
- 6th Westerly, through a central angle of 73°53'17" and arc distance of 106.75 feet; thence,
- 7th North 45°00'00" West, a distance of 2.50 feet; thence,
- 8th North 14°59'30" East, a distance of 65.72 feet to the point of beginning.

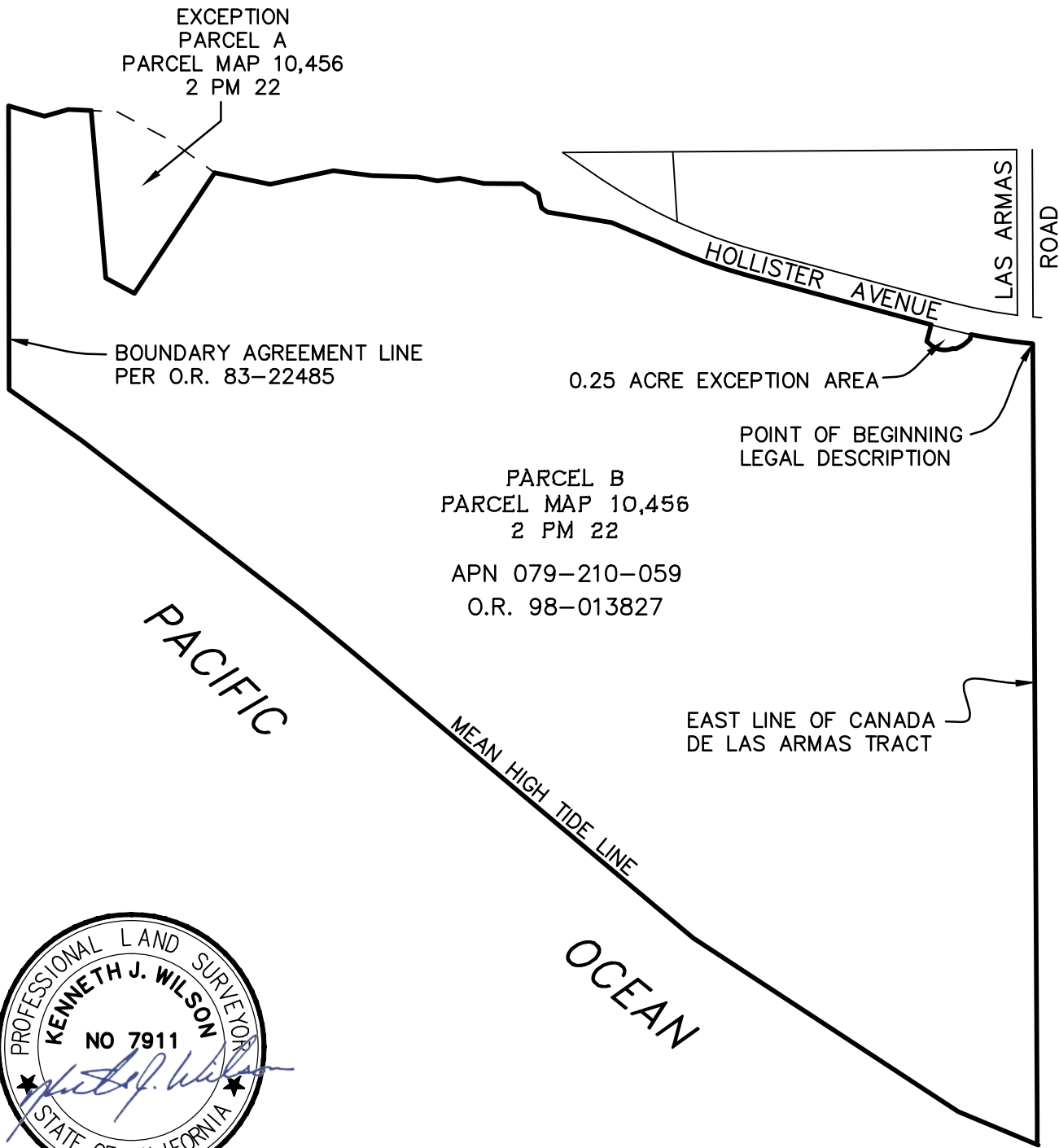
Said land together with other land is shown on Parcel Map No.10,456 recorded in Book 2, Page 22 of Parcel Maps in the office of the County Recorder of said County.

END OF DESCRIPTION

This real property description was prepared by me, or under my direction in conformance with the Professional Land Surveyor's Act.

Signature: _____ Date: _____
Kenneth J. Wilson, PLS

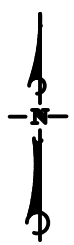




6/23/2016



111 East Victoria Street, Santa Barbara, CA 93101
 Phone: (805) 963-9532 Fax: (805) 966-9801
 P.N. 2064135400 DWG: Exhibit B.dwg



SCALE: 1" = 600'

EXHIBIT "B"
CERTIFICATE OF COMPLIANCE

CITY OF GOLETA
 STATE OF CALIFORNIA

PLOT DATE: 6/23/2016

Attachment 2

December 12, 2016 Planning Commission Staff Report



TO: Planning Commission Chair and Members

FROM: Anne Wells, Advance Planning Manager, Planning & Environmental Review

SUBJECT: General Plan Conformity Determination for Barnsdall Gas Station Property Acceptance; a 0.25 Acre Portion of APN 079-210-059; Case No. 16-174-GC

RECOMMENDATION

It is recommended that the Planning Commission:

Adopt Resolution 16-____, entitled "A Resolution of the Planning Commission of the City of Goleta, California, Reporting that the Acceptance of a 0.25 Acre Portion of Assessor Parcel Number 079-210-059 is in Conformance with the Goleta General Plan / Coastal Land Use Plan Pursuant to Section 65402 of the Government Code".

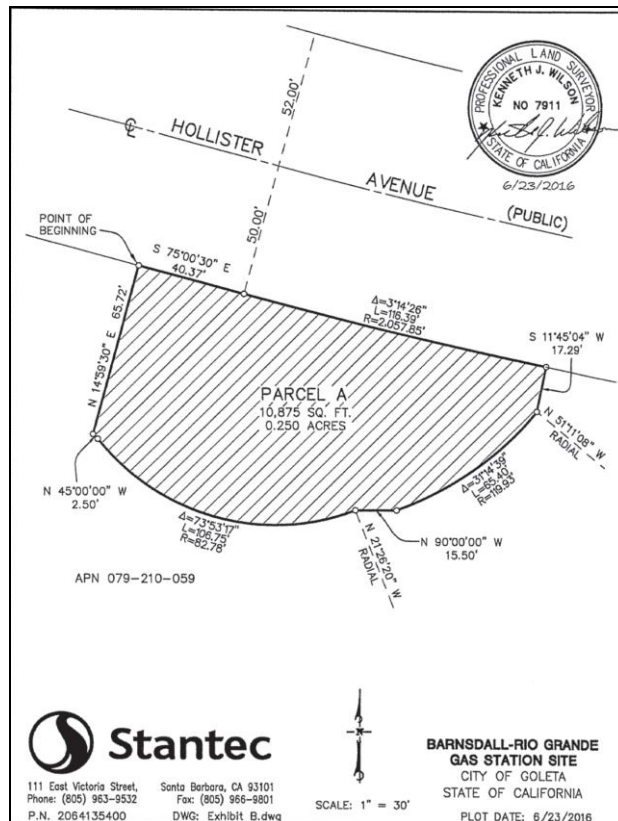
The Planning Commission should refer the report back to staff for appropriate modifications if the Commission does not adopt the recommended action.

BACKGROUND

Section 65402 of the California Government Code requires that prior to any acquisition, disposition, vacation, or abandonment of any real property by the City, the proposed real property transaction be submitted to the Planning Commission in order for the Planning Commission to determine and report to the City Council as to whether the location, purpose, and extent of such proposed real property transaction is in conformance with the General Plan / Coastal Land Use Plan (General Plan). For example, the authorization of the acquisition of four Mathilda Drive parcels, located adjacent to the Ellwood Mesa Open Space/Sperling Preserve (Ellwood Mesa Open Space), required Government Code Section 65402 conformity determinations by the Planning Commission before the acquisitions were made. The Planning Commission made these conformity determinations in 2010, 2011, and 2016.

The purpose of this staff report is to request that the Planning Commission consider whether or not the location, purpose, and extent of the potential acceptance of a 0.25 acre portion of the Sandpiper Golf Course parcel, located on the south side of Hollister Avenue across from Las Armas Road, Assessor Parcel Number (APN) 079-210-059, is in conformance with the General Plan. This particular property abuts Hollister Avenue, is located approximately 50 feet west of the City-owned Ellwood Mesa Open Space, and is developed with a 1929 historic, abandoned structure referred to as the Barnsdall-El Rio Grande Gas Station (Barnsdall Gas Station).

The Barnsdall Gas Station is designated as a Local Historic Landmark and a Locally Significant Historic Resource in the City's General Plan/Coastal Land Use Plan (General Plan) due to its historic, aesthetic, and cultural value to Goleta. The maps below identify the location of the property that is currently proposed for acceptance from the landowner, Sandpiper Golf Course, to the City of Goleta.



General Plan Figure 2-1 designates the Barnsdall Gas Station property as Open Space/Active Recreation. The General Plan Visual and Historic Resources Element

(Historic Resources Element) Subpolicy VH 5.1 Local Historic Landmarks, Table 6-1 List of Historic Resources, and Figure 6-2 Historic Resources specifically identify the Barnsdall Gas Station site as both a Local Historic Landmark and Locally Significant Historic Resource. Historic Resources Element Subpolicy VH 5.4 Preservation of Historic Resources includes requirements related to the protection of historic sites.

The Barnsdall Gas Station property is zoned for Design Residential at 0.1 units per acre (DR-0.1) and is located within the Coastal Zone.

DISCUSSION

Under Section 65402 of the Government Code, the Planning Commission is required to review the location, purpose, and extent of all real property acquisitions, including property acceptances, and report on their conformance to the General Plan. The purpose of the Planning Commission review is to acknowledge the objectives and policy standards established in the General Plan.

The location of the Barnsdall Gas Station site is mapped as a Historic Resource in the General Plan Historic Resources Element (Figure 6-2 Historic Resources) and is identified to be protected as such. The extent of the proposed property acceptance is limited to this particular 0.25-acre parcel along Hollister Avenue, the specific location of which is identified in the map above, and includes the fenced area limited to the historic Barnsdall Gas Station property. The General Plan land use designation of Open Space/Active Recreation prevails over the residential zoning designation and as such, open space uses intended for the preservation of historic resources are allowed.

The purpose of the property acceptance is to further the City's efforts to preserve historic resources pursuant to General Plan Subpolicy VH 5.4 Preservation of Historic Resources. The opportunity for the City to protect, preserve, and enhance the historic 1929 Barnsdall Gas Station site is significantly furthered as compared to the current, privately-owned abandoned status of the historic resource.

The size, location, and physical characteristics makes this parcel highly suitable for public open space and related historic resource protection opportunities and moves the City closer toward realizing its vision as defined in the General Plan.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the proposed General Plan conformity determination does not constitute a "project" for the purposes of CEQA (Pub. Res. Code §§ 21000 et seq.) because the property acceptance will not result in direct or indirect physical changes in the environment. (14 Cal. Code Regs. §§ 15061(b)(3), 15378(b)(5).) Any subsequent improvement to the Barnsdall Gas Station property will be separately examined in accordance with CEQA.

SUMMARY AND CONCLUSION

After review of the proposed acceptance of the Barnsdall Gas Station property, the Planning Commission is asked to adopt the attached Resolution, officially reporting on the conformity of the acquisition to the General Plan.

Legal Review By:

Approved By:

Winnie Cai
Deputy City Attorney

Jennifer Carman
Planning Commission Secretary

ATTACHMENT:

1. A Resolution of the Planning Commission of the City of Goleta, California, Reporting that the Acceptance of a 0.25 Acre Portion of Assessor Parcel Number 079-210-059 is in Conformance with the Goleta General Plan / Coastal Land Use Plan Pursuant to Section 65402 of the Government Code

Attachment 1

A Resolution of the Planning Commission of the City of Goleta, California, Reporting that the Acceptance of a 0.25 Acre Portion of Assessor Parcel Number 079-210-059 is in Conformance with the Goleta General Plan / Coastal Land Use Plan Pursuant to Section 65402 of the Government Code

RESOLUTION NO. 16-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GOLETA, CALIFORNIA, REPORTING THAT THE ACCEPTANCE OF A 0.25 ACRE PORTION OF ASSESSOR PARCEL NUMBER 079-210-059 IS IN CONFORMANCE WITH THE GOLETA GENERAL PLAN / COASTAL LAND USE PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE

WHEREAS, the Goleta General Plan / Coastal Land Use Plan (General Plan) is a comprehensive, long-term plan that guides land use and physical development of the geographic area of the incorporated City of Goleta (City) limits; and

WHEREAS, the General Plan provides policy direction regarding land uses that are intended to serve the community based on the buildout of the community as anticipated by the General Plan through the year 2030; and

WHEREAS, the City has the ability to acquire, dispose of, vacate or abandon real property in conformance with its General Plan; and

WHEREAS, Government Code Section 65402(a) requires that no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, until the location, purposes and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the Planning Commission as to the conformity with the General Plan; and

WHEREAS, on December 12, 2016, the Planning Commission conducted a duly noticed public hearing on the location, purpose, and extent of the acceptance of the 0.25 acre property, including the historic 1929 Barnsdall-El Rio Grande Gas Station (Barnsdall Gas Station), in Assessor Parcel Number (APN) 079-210-059, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the extent of the property acceptance is of a 0.25 acre portion of APN 079-210-059 including the abandoned Barnsdall Gas Station; and

WHEREAS, APN 079-210-059 is located on the south side of Hollister Avenue at the Sandpiper Golf Course and the 0.25 acre portion of APN 079-210-059 abuts the south side of Hollister Avenue across from Las Armas Road in close proximity to the City-owned Ellwood Mesa Open Space/Sperling Preserve (Ellwood Mesa Open Space); and

WHEREAS, the General Plan identifies the 0.25 acre property within APN 079-210-059 as a Local Historic Landmark and a Locally Significant Historic Resource due to the Barnsdall Gas Station's historic, aesthetic, and cultural value to Goleta, and this property acceptance is intended to maintain this property as open space for the preservation of historic resources; and

WHEREAS, the Barnsdall Gas Station, located within APN 079-210-059, is mapped as a Historic Resource in General Plan Figure 6-2 Historic Resources; and

WHEREAS, Subpolicy VH 5.4 Preservation of Historic Resources of the General Plan's Historic Resources Element includes requirements related to the protection of historic sites; and

WHEREAS, the purpose of this property acceptance is to accept land for public open space and historic resource protection consistent with the General Plan Historic Resources Element; and

WHEREAS, the 0.25 acre portion of APN 079-210-059 including the entirety of the Barnsdall Gas Station would eventually become a City-owned historic resource, which, in turn, would be accessible to the public; and

WHEREAS, the Planning Commission has considered the entire administrative record, including the staff report and oral and written testimony from interested persons.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Goleta as follows:

SECTION 1. Recitals

The Planning Commission hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. Reporting of Conformity and Report to the City Council

Pursuant to Section 65402 of the Government Code, the Planning Commission has evaluated the location, purpose, and extent of the acquisition of the .25 acre portion of APN 079-210-059 that includes the Barnsdall Gas Station and finds that the location, purpose and extent of the property acceptance conforms to the General Plan, which supports the protection, preservation, and enhancement of historic resources, specifically the Barnsdall Gas Station. The Planning Commission finds the acquisition consistent with and in conformity to the General Plan due to the location of the site, the Barnsdall Gas Station, within the General Plan Figure 6-2 Historic Resources, the extent of the acquisition to the 0.25 acre portion of APN 079-210-059, which is specifically identified by the General Plan for historic resource protection, preservation, and enhancement, and the purpose of the acquisition for public open space and historic resource protection. The Planning Commission hereby directs staff to report this finding to the City Council.

SECTION 3. Documents

The General Plan and other relevant materials are in the custody of the City Clerk, City of Goleta, 130 Cremona Drive, Suite B, Goleta, California, 93117.

SECTION 4. Certification

The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this _____ day of December, 2016.

ERIC ONNEN, CHAIR

ATTEST:

APPROVED AS TO FORM:

DEBORAH LOPEZ
CITY CLERK

WINNIE CAI
DEPUTY CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Planning Commission Resolution No. 16-__ was duly adopted by the Planning Commission of the City of Goleta at a regular meeting held on the ____ day of December, 2016, by the following vote of the Commission members:

AYES:

NOES:

ABSENT:

(SEAL)

DEBORAH LOPEZ
CITY CLERK