

City of Santa Paula

City Council

MAYOR JENNY CROSSWHITE
VICE MAYOR ANDY SOBEL
COUNCILMEMBER RICHARD ARAIZA
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER LESLIE CORNEJO



CITY COUNCIL SPECIAL MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, SEPTEMBER 21, 2022

4:30 PM - City Council Special Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
MONICA CASTILLO, INTERIM CITY ATTORNEY

BRINGING ITEMS BEFORE THE CITY COUNCIL

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula. Special and Closed Sessions vary by date and time.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a **Public Comment Form** noting your name and address and submit the form to the City Clerk. Include the Agenda item number you wish to speak on. Members of the public may address the Council on items on this agenda only. **Public Comments are limited to 3 minutes.**

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by three hours before the meeting date will be provided to the legislative body before the meeting. Public Comments received after, will be provided to the legislative body the next day.

Your Participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.

In compliance with the **Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.

SPECIAL MEETING - COUNCIL CHAMBERS

1. CALL TO ORDER

REMINDER: in order to minimize distractions during public meetings, all personal communication devices should be turned off or put in a non-audible mode.

2. ROLL CALL

3. STUDY SESSION

3.A OIL MUSEUM LEASE STUDY SESSION RECOMMENDATION:

Staff recommends that the City Council:

1. Accept and file the staff report and supporting documents.
2. Provide staff with feedback and guidance as to any future Oil Museum Lease Agreement with Chevron, particularly as it relates to extending the current term.

4. PUBLIC COMMENT

At this time, members of the public may comment on any item appearing on the agenda only. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. **Public Comments are limited to three minutes.**

5. ADJOURNMENT

State of California)-
County of Ventura)- ss
City of Santa Paula)-

I declare under penalty of perjury that I posted this City Council Agenda on the bulletin board
near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On _____ at _____ Signed: _____
Julie Latshaw
City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Greg Barnes, Parks and Recreation Director

Subject: OIL MUSEUM LEASE STUDY SESSION

Date: September 21, 2022

Agenda Item: 3.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept and file the staff report and supporting documents.
2. Provide staff with feedback and guidance as to any future Oil Museum Lease Agreement with Chevron, particularly as it relates to extending the current term.

BACKGROUND:

On July 1, 1993, the City entered into a lease agreement with Union Oil Company of California ("Union Oil") to lease the Union Oil Building on the corner of Main Street and 10th Street. This agreement was for an initial period of 15 years at \$1 per year, with two possible extensions of 15 additional years each. The City is currently in the second 15-year term of the lease, which expires July 1, 2023. The lease can be extended for one more 15-year term. To extend the lease for this third 15-year term, the City must give written notice to Chevron, Union Oil's successor-in-interest to the lease, of its intent to exercise this option at least six months before July 1, 2023.

The agreed upon use of the building and purpose of the lease was to guarantee that the building continue to be used as a "First-class quality museum" and to keep the Rig Room and second floor furnishings and artifacts configured as is.

During some point of the lease, Union Oil was acquired by Chevron, who now owns the property and was assigned the lease.

In past years, the City was responsible for daily programming and staffing of the Oil Museum, but at some point came to a verbal agreement with the California Oil Museum Foundation that they would assume those responsibilities.

In 2018, the City attempted to assign its interest in the lease as tenant to the California Oil Museum Foundation. However, Chevron was not agreeable to this and therefore the transfer was never completed.

In addition, the City has no formal agreement with the California Oil Museum Foundation or any user to operate the museum and occupy the building.

In September of 2021, the California Oil Museum decided to close daily operations of the Oil Museum. Since the closure, staff has been in discussions with the California Oil Museum Foundation and Leap Lab to reopen the Union Oil Building with some new programming opportunities downstairs while still offering the upstairs for visitors to tour the oil museum.

ANALYSIS:

Staff has concerns around the current structure of the lease, primarily involving liability and maintenance responsibilities as outlined in the current lease and the lack of a supporting budget for needed repairs and upkeep.

Some of the major deferred maintenance issues are:

- Expired life of the current roof. There have been issues with leaks during the rainy season.
- HVAC units that have reached end of normal service life.
- A basement which is prone to flooding.
- Various water damage to walls and floors.

The lease is set to expire July 1, 2023 at midnight, unless the City delivers to Chevron written notice of its election to extend the lease at six months before the lease expires. Choosing to extend the lease will also extend the current maintenance terms.

Staff has attempted to contact and schedule meetings with Chevron and start negotiations around terms of the lease and to discuss the future of the building. However, outside of a virtual meeting in May and a verbal commitment from Chevron to continue discussions by the end of the summer, staff has not heard back and has been unable to solicit any response.

Chevron did make it clear during the meeting in May that they are not interested in funding anything related to the Union Oil Building, but are willing to allow the City to exercise the third and final 15-year term of the lease.

However, the lack of any additional communication from Chevron has left staff uneasy that the landlord of an iconic Santa Paula landmark and an aging asset is not reachable when contacted about negotiating lease terms and/or ownership of the building.

Council did hold a Study Session in September of last year and had consensus around requesting staff to negotiate with Chevron in regards to gaining ownership of the building. Much like last September, staff is looking for consensus as to what Council's preference would be in regards to the City's relationship with Chevron and the future of the lease. Below are some options for discussion:

1. Renew Lease for an additional 15 years.
 - a. Maintain status quo; this would require the City to identify an ongoing maintenance budget for the building.
2. Allow the lease to expire July 1, 2023; this will not change the City's liability for current

deferred maintenance and repairs.

3. Explore purchasing the building.
 - a. Negotiate the purchase of the building for \$1 or as a gift; this is currently challenging based on the lack of response from Chevron.

STRATEGIC PLAN:

This item does not directly address any of City Council's strategic goals.

FISCAL IMPACTS:

There are no fiscal impacts directly related to today's study session. However, there will be a long-term financial impact depending on which option Council would like staff to pursue.

1. The City will need to potentially budget hundreds of thousands of dollars for repairs and maintenance over the 15-year term.
2. Regardless of which option is pursued, the City will be financially responsible for the current deferred maintenance.

OPTIONS:

ATTACHMENTS:

[ATTACHMENT A - Oil Museum Lease.pdf](#)

ATTACHMENT - A

Oil Museum Lease

FILE

Unocal Real Estate Division
Unocal Corporation
1201 West 5th Street, P.O. Box 7600
Los Angeles, California 90051
Telephone (213) 977-6609
Facsimile (213) 977-5933

ORIGINAL

RECEIVED

AUG 08 1993

CITY OF SANTA PAULA

UNOCAL 

July 26, 1993

Ross J. Caulum
Manager, Corporate Leasing

City of Santa Paula
970 Ventura Street
Santa Paula, California 93061

ATTN: Ms. Sheryl A. Trent
Asst to City Administrator

Re: Union Oil Museum
Property Lease
Santa Paula, CA

Dear Sheryl:

Enclosed for your files is a fully executed copy of the Property Lease.

If you have any questions, please contact Ed McCracken at 213/977-6075.

Respectfully,



RJC:em:
enclosure

cc: Barry Lane w/o encl.
Ed McCracken w/o encl.
Earl Robles w/o encl.

santapt

ORIGINAL

PROPERTY LEASE

THIS LEASE is made and executed by and between UNION OIL COMPANY OF CALIFORNIA, a California corporation doing business as Unocal ("Landlord") and the CITY OF SANTA PAULA, CALIFORNIA, a municipal corporation ("Tenant"), and is dated and is effective as of the 1st day of July, 1993 (the "Effective Date").

1. PROPERTY, BUILDING AND PREMISES.

Landlord hereby leases to Tenant, and Tenant leases from Landlord, for the term and rents and upon the terms, conditions and covenants herein set forth, the exclusive use of a certain two-story building (the "Main Building") and a certain cable tool drill rig building (the "Rig Building"), both situated on certain real property which is located at 1001-1003 East Main Street, in the City of Santa Paula, County of Ventura, State of California (the "Land"), as further described on Exhibit "A" attached hereto and hereby incorporated herein. The Main Building, the Rig Building and the Land are sometimes collectively referred to herein as the "Premises." Landlord also hereby leases to Tenant, and Tenant leases from Landlord, those certain exhibits and displays (individually, a "Landlord Exhibit" and collectively, the "Landlord Exhibits") currently contained within the Premises, and such Landlord Exhibits as Landlord may from time to time provide to Tenant, and which Tenant may accept, for exhibition within the Premises.

2. LEASE TERM:

The initial term of this Lease (herein called the "Term") shall be for a period of fifteen (15) years from the date hereof (the "Commencement Date"). Unless extended or sooner terminated as hereinafter provided, the Term will expire at midnight on the last day of the fifteenth (15th) year from the Commencement Date, or, if the Term is extended as set forth in Section 3, then at midnight on the last day of the First Extended Term or the Second Extended Term, as the case may be, as defined in Section 3.

3. OPTION TO EXTEND:

Tenant is hereby granted and shall, so long as Tenant at the time of exercise has not committed an uncured "Event of Default," as defined in Section 24 hereof, have two (2) options to extend the Term of this Lease from the expiration date of the Term, each for fifteen (15) years (respectively, the "First Extended Term" and the "Second Extended Term") on the same terms, covenants and conditions herein contained, except that the rent to be paid by Tenant to Landlord for the Extended Term shall be as hereinafter provided.

Any option to extend shall be deemed exercised only by Tenant delivering to Landlord at least six (6) months' prior written notice of Tenant's election to extend.

4. RENT:

Tenant shall pay to Landlord, without reduction or offset, in legal tender of the United States of America, rent, which shall consist of all of the following (collectively, the "Rent"):

4.1. Base Rent: During the Term of this Lease Tenant agrees to pay and shall pay to Landlord as rent (the "Base Rent") One Dollar (\$1.00) per year.

4.2. Extended Term Base Rent: In the event Tenant exercises its option to extend this Lease as provided in Section 3 herein, the Base Rent for the First Extended Term and for the Second Extended Term will be One Dollar (\$1.00) per year ("Extended Term Base Rent").

4.3. Payment: Base Rent, or Extended Term Base Rent, as the case may be, shall be paid by Tenant, without deduction or offset, in advance without prior notice or demand to Landlord at its offices at the address hereinafter set forth for notices, or at such other address as Landlord shall direct Tenant in writing.

4.4. Other Expenses: The parties intend that the Base Rent be paid to Landlord net of all expenses for which Landlord may be liable with respect to the Premises. During the term hereof, as it may be extended, Tenant will be responsible for all expenses concerning the Premises and Tenant's tenancy thereof, including but not limited to:

1. All utilities;
2. Fire and Liability Insurance as further described in Section 18 hereof;
3. Personal Property Taxes relating to Tenant's tenancy;

4. Real Property Taxes, if any, related to the Property; and
5. Repair and maintenance expenses for the Premises as further set forth herein.

5. SECURITY DEPOSIT:

There shall be no security deposit under this Lease.

6. FUNDING BY LANDLORD:

Landlord shall not be responsible for paying Tenant any amounts regarding the upkeep or repair of the Premises or the Landlord Exhibits during the term hereof, but Tenant may apply to the Unocal Foundation for a charitable contribution, or for additional Landlord Exhibits, without any obligation on the part of the Unocal Foundation to provide any such contribution or additional Landlord Exhibits.

7. USE:

Unless approved in advance by Landlord, in its sole and absolute discretion, the Premises may be used and occupied only for a first-class quality museum, all on the terms described below:

7.1. The Primary Museum Area. The first floor of the Main Building, including the one-story portion of the Main Building room commonly known as the "iron room" (collectively, the "Primary Museum Area") shall be used solely for museum purposes, but the use thereof shall be within the control and discretion of Tenant. The iron room contains public restrooms, curator office, exhibit area, workroom/office, utility restroom and switch room, and the office areas within the iron room may be used as offices for museum and general civic purposes.

7.2. The Restricted Areas. The second floor of the Main Building and the Rig Building (the "Restricted Areas") shall be maintained as currently furnished and configured. No museum, office or other use which may damage or alter the contents of the Restricted Areas may be made of the Restricted Areas without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. Notwithstanding the above, the room at the head of the rear stairway in the northeast section of the second floor of the Main Building may be used by Tenant as an office for museum and general civic purposes, but for no other use without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion.

The museum situated upon the Premises, and all parts thereof, and the grounds thereof, shall at all times be maintained by Tenant consistently with a first-class museum.

8. SIGNS AND SERVICES

8.1. Signs. Tenant may erect or install interior or exterior signage on or within the Premises provided that any required permit has been obtained and such signage is in compliance with all applicable law. Tenant acknowledges that Landlord intends during the term of this Lease to install a historic landmark plaque on the Premises.

8.2. Services. As of the Effective Date of this Lease, Landlord shall terminate and cancel all arrangements with providers of services to the Premises, including but not limited to utilities, telephone, janitorial service, garbage collection and security services, and Tenant shall be responsible for making arrangements with any and all services providers desired by Tenant.

9. LANDLORD EXHIBITS

9.1. Current Exhibits. The Premises currently contain those Landlord Exhibits listed on Exhibit "B" attached hereto and hereby incorporated herein. In the event Tenant elects not to maintain one (1) or all of such Landlord Exhibits, Tenant shall notify Landlord in writing and Landlord shall have sixty (60) days in which to remove one (1) or all of the Landlord Exhibits that are the subject of the notice. In the event Landlord fails to remove any of such Landlord Exhibits, within such sixty (60) day period, Tenant may keep or dispose of such Landlord Exhibits.

9.2. No Use of Parts. Except in the event Tenant has provided a notice to Landlord to remove a Landlord Exhibit and Landlord has elected not to remove such Landlord Exhibit, Tenant may not remove any part of any Landlord Exhibit for use in any other exhibit or otherwise without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

9.3. New Landlord Exhibits. In the event Landlord would like to propose a new Landlord Exhibit for display within the Primary Museum Area, Landlord shall provide a proposal therefor to Tenant for Tenant's consideration, in Tenant's reasonable discretion. Tenant shall respond to Landlord's proposal within thirty (30) days after receipt thereof. Tenant's failure to respond shall be deemed Tenant's disapproval of Landlord's proposal.

9.4. Material from Third Parties. Prior to the commencement of this Lease, Landlord shall terminate agreements with third parties for loan of artifacts and other items currently located on or within the Premises. Should Tenant wish to maintain any such artifacts or items, Tenant may negotiate directly with such third parties therefor.

10. REPAIRS AND MAINTENANCE:

10.1. Tenant's Obligation. Tenant, at its sole cost and expense, shall keep and maintain the Premises as a first-class museum. Expressly, but without limiting the generality of the foregoing, Tenant shall maintain the structure, interior and exterior of the Premises, including but not limited to the Landlord Exhibits, the exterior walls, windows and roofs; landscaping; interior partitions, floors and ceilings; the mechanical/ electrical/ plumbing; and the heating/ ventilating/ air conditioning systems in good order, condition and repair, and shall repair any damage, whether or not caused by acts or omissions of Tenant or its employees, agents, invitees or contractors. Tenant acknowledges that Landlord has made no representations or warranties concerning the current condition of any system or part of the structure of the Premises except that Landlord hereby warrants that Landlord shall have certain repairs performed on the HVAC system such that the HVAC system shall be operational on the effective date of this Agreement. Tenant further acknowledges that Landlord has disclosed that a certain drainage problem existed that Landlord believes, but will not warrant, has been fixed and that the Premises is subject to a recurring moisture problem on certain upstairs and downstairs walls. Prior to Tenant assuming occupancy of the Premises, Landlord will attempt to correct the moisture problem, but Landlord makes no warranties or representations concerning the correction of such problem.

10.2. Paint and Plumbing. Tenant acknowledges that Landlord makes no representations regarding, and has conducted no tests regarding, whether there is lead in the paint or plumbing of the Premises, and Tenant further acknowledges that any repairs or alterations to walls or plumbing are at Tenant's sole expense and risk.

10.3. Obligations Concerning the Land. Tenant shall only use the Land for performing its maintenance and landscaping responsibilities hereunder and for no other purpose. Expressly, but not limiting the generality of the foregoing, Tenant shall not perform any digging or other disturbance of the Land except as required for such maintenance and landscaping responsibilities.

10.4. Tenant's Failure to Act. If Tenant refuses or neglects to commence any repairs required hereunder and to complete them with reasonable dispatch, Landlord may make or cause such repairs to be made following five (5) days' written notice to Tenant of Landlord's intent to cause such repairs to be made; provided, however, that in the event of an emergency no notice shall be required. If Landlord makes or causes repairs to be made, Landlord shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's business or any or all Exhibits by reason of such repair work unless such loss or damage is due to the gross negligence or willful misconduct of Landlord or its employees, agents, licensees, invitees, or contractors. Tenant shall, upon ten (10) days' written notice from Landlord, pay to Landlord the cost of said repairs. Such amount shall be deemed to be additional rent hereunder. In the alternative, if Landlord elects not to effect such repairs, Landlord may assert whatever remedies it has at law or in equity for an uncured Event of Default under this Lease, including but not limited to Lease termination.

11. ALTERATIONS:

11.1. Primary Museum Area: Subject to the provisions of Sections 10.1 and 10.2 above, Tenant shall have the right to make alterations and improvements to the Primary Museum Area that are consistent with first-class museum operations, subject to Tenant's first obtaining all permits and approvals required by all governmental agencies with jurisdiction, at Tenant's sole cost and expense.

11.2. Restricted Areas: Tenant shall be prohibited from making any alterations or improvements to the Restricted Areas, or either of them. Tenant shall maintain the Restricted Areas in the same manner and condition as at the commencement of this Lease.

11.3. Ownership And Removal: Subject to the provisions of Section 11.2 above, all Alterations made upon the Premises by either party, but not including Exhibits which are not Landlord Exhibits, shall become the property of Landlord at the termination of this Lease, and shall remain upon and be surrendered with the Premises as a part thereof at the end of the Term or any Extended Term. Within a reasonable time after the end of the Term or any Extended Term Landlord may, by written notice to Tenant, require Tenant to remove any Alteration or Exhibit installed on Tenant's behalf. Tenant shall repair any damage to the Premises arising from such removal or, at Landlord's option, Tenant shall pay to Landlord as additional rent all of Landlord's reasonable costs for such removal and repair.

11.4. Mechanics' Liens: To minimize the possibility of a lien being attached to the Premises, Tenant shall promptly pay all Contractors and materialmen. Should any such lien be made or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. Landlord shall have the right to post and maintain on the Premises such notices of nonresponsibility as are provided for under the mechanics' lien law of California.

11.5. Notice. Tenant shall provide written notice to Landlord of any alterations performed by or on behalf of Tenant which (i) exceed One Thousand Dollars (\$1,000) individually or in the aggregate; or (ii) affect the building systems or exterior appearance of the Premises.

12. CONTRACTORS:

All contractors to be used by Tenant for any work required or permitted hereunder (individually, a "Contractor" and collectively, "Contractors") shall (a) be licensed by the State of California and (b) provide bonds, insurance and indemnities reasonably satisfactory to Landlord.

13. COMPLIANCE WITH LAWS:

Tenant shall, at its own cost and expense, promptly and properly observe, comply with and execute all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all governmental authorities with jurisdiction with respect to the Premises during Tenant's tenancy, including but not limited to those matters arising from Tenant's use, occupancy or enjoyment of the Premises. In particular, but without limiting the generality of the foregoing, no alterations shall be made to the Premises except pursuant to, and in strict compliance with, permits issued by the local regulating authority.

14. HAZARDOUS MATERIALS:

Tenant acknowledges that Landlord has provided to Tenant a copy of that certain Phase I Environmental Site Assessment: Unocal Oil Museum, 1001-1003 East Main Street, Santa Paula, California. Prior to Tenant's occupancy of the Premises, Landlord shall remove the asbestos-containing material referred to as Sample No. 24784 from the Premises, at Landlord's sole cost and expense. Except for such asbestos-containing material, and except as set forth in the indemnity contained in Section 17.5 below, Landlord shall have no liability for any "Contamination," as defined below, on, under or within the Premises. As used herein, "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.

15. SECURITY:

Tenant shall provide security for the Premises, including but not limited to adequate security to protect the Restricted Areas and their contents from theft and vandalism. Visitors to the Restricted Areas shall at all times be accompanied by an employee or agent of Tenant. Loss and/or theft of museum articles from the Restricted Areas shall be deemed an incurable Event of Default.

16. DAMAGE OR DESTRUCTION:

In the event of damage or destruction to the Premises which renders the Premises unusable as a museum, this Lease shall immediately terminate. In the event of damage to the Premises that can reasonably be repaired, and if Tenant elects to repair such damage at Tenant's sole cost and expense, then, so long as such damage is in the Primary Museum Area, Tenant may proceed with such repair. In the event the Restricted Areas are damaged, Landlord shall elect whether to terminate this Lease or to permit Tenant to repair such damage, and in such event Landlord shall have the right to approve any and all plans for repair or reconstruction, in Landlord's reasonable discretion.

17. LANDLORD'S NONLIABILITY; WAIVER OF SUBROGATION AND INDEMNIFICATIONS:

17.1. Landlord's Nonliability. During the Term hereof, or any Extended Term, neither Landlord nor its parent, subsidiary or affiliated companies or their officers, directors, agents or employees (the "Landlord Group") shall be liable for any loss of any property within the Premises by theft or otherwise. Neither Landlord nor any member of the Landlord Group shall be liable for any injury or damage to persons or property within the Premises resulting from falling objects, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works of same, or from areas adjacent to the Premises or subsurface, or from any other place, or from dampness or any other cause of whatever nature. Further, neither Landlord nor Landlord's agents shall be liable for obstruction of the natural light, or for interference caused by the construction

of any private, public or quasi-public work or improvement to the Premises.

17.2. Costs. Tenant shall reimburse Landlord as additional rent for all reasonable costs, expenses or damages incurred or suffered by Landlord by reason of any Event of Default by Tenant or by reason of damage to persons or property caused by moving property in or out of the Premises, or by the installation or removal of property of or for Tenant, or from any other cause due to the negligence or willful misconduct of Tenant and/or Tenant's employees, agents, visitors, customers or licensees, invitees, customers, or contractors (collectively, the "Tenant Group").

17.3. Subrogation Waiver. Tenant and Landlord agree that each party shall give immediate notice to the other party in case of fire or known accident to or defect in any fixture, appliance or equipment of the Premises. In no event shall Tenant or Landlord have any right of subrogation against the other for any injury, damage, or loss suffered, whether due to negligence or otherwise.

17.4. Tenant Indemnity of Landlord. Tenant hereby waives all claims against Landlord and all members of the Landlord Group for damages to any property of Tenant in, upon or about the Premises from any cause arising at any time. Tenant shall hold Landlord and the Landlord Group exempt and harmless from any damage or injury to any person or to the property of any person arising directly or indirectly from:

- (a) the use of the Premises by Tenant;
- (b) the operation or conduct of Tenant's business;
- (c) the willful misconduct, omission or negligence of Tenant or any member of the Tenant Group; or
- (d) the existence of any Contamination on or within the Premises resulting during Tenant's tenancy;

and Tenant hereby agrees to indemnify and save Landlord and all members of the Landlord Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Landlord or any member of the Landlord Group.

17.5. Landlord Indemnity of Tenant. Landlord shall hold Tenant and the Tenant Group exempt and harmless from any damage or injury to any person or to the property of any person arising from the existence of any Contamination on or within the Premises resulting prior to Tenant's tenancy, and Landlord hereby agrees to indemnify and save Tenant and all members of the Tenant Group harmless from all liability, loss, costs, claims, expenses and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries, losses or damages, except injuries, losses or damages caused solely by the gross negligence or willful misconduct of Tenant or any member of the Tenant Group. This indemnity is expressly conditioned upon the following:

17.5.1. In the event Tenant shall identify any matter to which this indemnity may apply or shall receive notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify Landlord in writing of such matter, addressed to the attention of the President, Unocal Real Estate Division, Unocal Center, 1201 West Fifth Street, Los Angeles, California 90017.

17.5.2. Tenant shall cooperate with Landlord by allowing prompt access to the Premises by Landlord, its agents and consultants for the purpose of investigating any matter to which this indemnity may apply, and shall allow all necessary investigation including soil borings, monitoring wells and the taking of air, water or soil samples, including the reasonable opportunity to take split samples obtained by Tenant or its agents or any governmental agency with jurisdiction over the Premises (an "Agency"). Tenant shall provide Landlord with copies of all investigative reports, data or other information in any form which Tenant and its consultants, agents or attorneys may have pertaining to any such matter, on request of Landlord.

17.5.3. This indemnity extends only to liability due to Landlord's comparative fault and does not extend to liability for any Contamination due to acts or omissions of Tenant, its agents, predecessors, successors or assigns, or due to the acts or omissions of any third party.

17.5.4. This indemnity shall only apply to the extent of investigation, monitoring or remedial action that is required by an enforceable order of an Agency, an enforceable court order or decree, or such remediation action as is reasonably necessary to make practical use of the Premises as described herein under existing

governmental environmental, health and safety standards. In the event Landlord believes, in its sole and absolute discretion, that such use of the Premises cannot be so used, then Landlord may, upon thirty (30) days' advance written notice, terminate this Lease.

17.5.5. This indemnity shall termination upon expiration or sooner termination of this Lease.

18. INSURANCE:

18.1. Tenant's Insurance: At its sole cost and expense Tenant shall procure and keep in effect from the date of this Lease and at all times until the end of the Term or any Extended Term the following insurance:

- (1) Either Comprehensive General Liability Insurance or Commercial General Liability Insurance applying to the use and occupancy of the Premises or any part thereof or any areas adjacent thereto, and the business operated by Tenant on the Premises. Such insurance shall include Broad Form Contractual Liability Insurance covering all of Tenant's indemnity obligations under this Lease. Such coverage shall have a minimum combined single limit of liability of at least ONE MILLION DOLLARS (\$1,000,000.00) and a general aggregate limit of TWO MILLION DOLLARS (\$2,000,000.00).
- (2) 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.
- (3) Workers' Compensation Insurance as required by law, and Employers' Liability Insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) per employee and One Million Dollars (\$1,000,000) per occurrence.

All such policies shall: (i) be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; (ii) be endorsed to add Landlord and all members of the Landlord Group as an additional insured; and (iii) be primary to any insurance maintained by Landlord. In addition, all such insurance shall: (x) provide for severability of interests; (y) provide that an act or omission of one of the named insureds shall not reduce or void coverage by other named insureds; and (z) afford coverage for all claims based

on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Landlord. All coverages described in this section shall provide Landlord with thirty (30) days' notice of cancellation or a change in terms.

18.2. Form of Policies: All insurance policies required to be carried under this Lease shall be written by companies authorized to do business in the State of California which are rated IX or better in the most recent edition of "Best's Insurance Guide". Tenant shall deliver to Landlord on or before the Commencement Date, and thereafter prior to expiration, certificates evidencing the policies required herein.

19. CONDEMNATION:

Prior to or during the Term hereof, or during any Extended Term, in the event of any exercise of the power of Eminent Domain, whether by a condemnation proceeding or otherwise, or any transfer of all or any part of the Premises or any interest therein made in avoidance of an exercise of the power of Eminent Domain (all of the foregoing being hereafter referred to as "Appropriation"), this Lease shall terminate on the date of such Appropriation. Landlord shall be entitled to any award made with respect to any Appropriation which affects the Premises.

20. HOLDING OVER:

If Tenant remains in possession of the Premises after the expiration or sooner termination of the Term of this Lease or any Extended Term without executing a new Lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, at a rental rate equal to One Thousand Dollars (\$1,000.00) per month. Such month-to-month rent shall be calculated on a per diem basis for each day that Tenant remains as a holdover tenant, but shall be computed and payable on a calendar month basis, prorated to reflect occupancy of less than a full calendar month.

21. ESTOPPEL CERTIFICATES:

Tenant shall at any time, and from time to time, upon not less than fifteen (15) days' prior written notice execute, acknowledge and deliver a statement in writing, in a form acceptable to

Landlord, certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, that the Lease has been modified and is in full force and effect as modified, with said modifications identified, and the dates to which rent and any other charges or payments have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this Section may be relied upon by Landlord party or by any prospective purchaser, mortgagee, or trustee or beneficiary of any deed of trust placed upon the Premises, the Property or the Building. Tenant's failure to deliver such statement within the thirty (30) day period shall be conclusive that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

22. ACCESS:

Landlord and its designees shall have the right to enter the Premises at all times, (i) to inspect the Premises, including but not limited to the Exhibits contained therein; and (ii) to make repairs, additions or alterations to the Premises pursuant to the terms of this Lease. Landlord shall make a good faith effort to minimize any disruption of Tenant's operations under such circumstances.

23. TENANT'S COVENANTS:

23.1. Limitation of Activities. No auction, fire or bankruptcy sales may be conducted on the Premises except for such sales held for charitable or civic purposes. Tenant shall not commit any acts or carry on any practices that may injure the Premises or that could cause an increase in the premiums for fire or other insurance, nor shall Tenant store, sell or permit to be stored or sold in or about the Premises any article which might be prohibited by any insurance on the Premises or any part thereof. Tenant shall not store trash or garbage of any kind in or about the Premises. Tenant shall not use the Premises as sleeping or lodging rooms, or for any unlawful purpose or purposes.

23.2. Further Limitations. Without Landlord's written consent and approval Tenant shall not install any exterior lighting, plumbing fixtures, shades or awnings, or exterior decorations, or make any changes to the interior or exterior of the Premises except as otherwise permitted in this Lease.

24. DEFAULT:

24.1. Event of Default. Tenant shall have committed an Event of Default (an "Event of Default") if, after written notice, Tenant fails (i) within fifteen (15) days after written notice by Landlord to remedy any default in the payment of rents or any other sum due under this Lease; or (ii) within thirty (30) days to comply with any other term of this Lease; provided, however, that if the nature of the default is such that the same is not capable of being remedied within such thirty (30) day period, Tenant shall not be deemed to have committed an uncured Event of Default so long as Tenant commences a cure within such thirty (30) day period and diligently prosecutes such cure until completion. In the event of an uncured Event of Default by Tenant, Landlord shall have the right to exercise its remedies at law or in equity.

24.2. Tenant's Liability for Advances by Landlord: In the event of Tenant's failure to cure a non-monetary Event of Default as set forth above, Landlord may at any time, following five (5) days' prior written notice to Tenant, cure such breach for the account and at the expense of Tenant. If by reason of such Event of Default Landlord is compelled to pay, or elects to pay, any sum of money, or is compelled to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce Landlord's rights under this Lease or otherwise, the sum or sums so paid by Landlord, together with all reasonable interest, costs and damages, shall be deemed to be additional rent under this Lease and shall be payable from Tenant to Landlord at such time as the next payment of Base Rent is due.

25. ATTORNEYS' FEES:

In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other party to perform or keep any term, covenant or condition of this Lease, the party prevailing in said action or proceeding shall be entitled to recover its court costs and reasonable attorneys' fees. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered.

26. WAIVERS:

The waiver by Landlord or Tenant of any violation on the part of the other shall not be construed as a waiver of any subsequent violations. The receipt by Landlord of rents with knowledge of the

breach of any covenant or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is specified in writing and is directed to the other party. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents herein stipulated shall be deemed to be other than on account toward stipulated Rents.

27. REPRESENTATIONS:

Tenant represents that neither Landlord, Landlord's agents, any broker or salesman, nor any other person has made any representations with respect to the Premises or any part thereof except as herein expressly set forth. Except regarding the drainage and moisture problems described in Section 10.1 above and the potential for lead in the walls and pipes described in Section 10.2, Tenant hereby represents that it has no knowledge of any other defects in the Premises; provided, however, that Landlord acknowledges that Tenant makes such representation without investigation except that Tenant has made inquiry of Carol Schwindt, former museum coordinator, regarding any matters concerning the Premises. Subject thereto, possession of the Premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts the same "as is" and that the Premises was in good and satisfactory condition at the time such possession was taken.

28. ADDITIONAL RENT AND INTEREST:

Whenever any sum may be due hereunder from Tenant to Landlord and the same has not been otherwise designated as a form of additional rent, at the option of Landlord such sum may be deemed to be and collected as additional rent. Whenever the time for the payment of such sum has not been otherwise specifically designated, the same shall be due on the first day of the month following the demand of Landlord. Any rents or other sums of money which are not paid to Landlord by Tenant when due shall bear interest from the due date at the lesser of (i) the prime commercial rate then being charged by the Bank of America plus one and one-half percent (1-1/2%) per annum; or (ii) the highest rate permitted by law. In addition, Tenant shall pay a late fee of ten percent (10%) of any rental payment which is paid more than ten (10) days after it is due.

29. SURRENDER:

On the last day or sooner termination of the Term or Extended Term hereof, Tenant shall quit and surrender the Premises in as good condition as at the commencement of the Term, reasonable wear and tear excepted.

30. TIME:

Time is of the essence of this Lease.

31. ABANDONMENT:

Tenant shall not vacate or abandon the premises at any time during the term, and any such vacation or abandonment shall be a breach of the Lease. If Tenant shall abandon, vacate or surrender said premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed to be abandoned and title thereto shall pass to Landlord.

32. NOTICES:

Any notice required or permitted to be given hereunder or by law shall be in writing and shall be given by personal delivery, by a nationally recognized overnight courier service (e.g., Federal Express or the like), or by certified mail, return receipt requested, postage prepaid, to the addresses set forth herein. All notices shall be deemed received on the actual date of receipt as evidenced by a return receipt, or on the date of the first attempted delivery, whichever is earlier.

Landlord's address for notices shall be:

Union Oil Company of California
P. O. Box 7600
Los Angeles, CA 90051
Attn: Manager, Corporate Leasing

Tenant's address for notices shall be:

City of Santa Paula
970 Ventura Street
Santa Paula, California 93061
Attention: Executive Director,
Santa Paula Redevelopment Agency

Either party hereto may, from time to time by written notice to the other party, designate a different address for notice purposes.

33. BROKERS:

Landlord hereby represents and warrants that no broker or agent represented Landlord in this transaction. Likewise, Tenant represents and warrants that no broker represented Tenant in this transaction. Tenant agrees to indemnify Landlord, and Landlord agrees to indemnify Tenant, against any loss, expense or liability incurred as a result of proceedings brought by any other broker or finder claiming representation on behalf of the respective party.

34. ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily or by operation of law assign, sublease or otherwise transfer or encumber Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. In the event of such assignment or subletting, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease. Notwithstanding the above, however, Landlord shall consent to the assignment of this Lease to a non-profit entity formed for the purpose of operating and maintaining the museum contained within the Premises.

35. SUBORDINATION

Tenant agrees that this Lease shall be subordinate to any deeds of trust or mortgages that may hereafter be placed upon the Premises, provided that the beneficiary of such deeds of trust or mortgagee under such mortgages shall recognize this Lease of Tenant in the event of foreclosure if Tenant has not committed an uncured Event of Default under this Lease. If any beneficiary or mortgagee elects to have this Lease superior to its deed of trust or mortgage and gives notice of its election to Tenant, then this Lease shall be superior to such deed of trust or mortgage, whether this Lease is dated before or after such deed of trust or mortgage.

36. QUIET ENJOYMENT:

Provided that Tenant has not committed an uncured Event of Default under the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Premises despite subordination under Section 35 herein. Tenant shall have the right to peacefully

and quietly have and enjoy possession of the Premises in accordance with the terms and provisions of this Lease, without encumbrances or hindrances by, from or through Landlord.

37. MISCELLANEOUS:

37.1. Binding Document. This Lease shall not be binding upon Landlord or Tenant until such time as Landlord and Tenant both shall have executed the same.

37.2. Language. The language in all parts of this Lease shall be construed according to its normal and usual meaning, and not strictly for or against either Landlord or Tenant.

37.3. Invalidity. Landlord and Tenant covenant and agree that in the event any term, covenant, condition, provision or agreement herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, condition, covenant, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein.

37.4. Context. Whenever the singular is used in this Lease as required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association.

37.5. Headings. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

37.6. Integration and Modification. This instrument, including Exhibits which are hereto attached, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties to this Lease or their respective successors in interest.

37.7. Payments. Except as otherwise expressly stated, each payment required to be made by Tenant shall be in addition to and not in substitution for other payments made by Tenant.

37.8. Successors. Subject to Paragraph 34 (Assignment and Subletting), the terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

37.9. Authority. Landlord and Tenant covenant that each individual executing this Lease by and on behalf of such party is a person duly authorized to execute this Lease for that party.

37.10. Jurisdiction and Construction. Any action brought pursuant to or in relation to this Lease shall be brought in the County of Ventura, State of California, and this Lease shall be construed under and in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto duly execute this Lease to be effective as of the Effective Date.

LANDLORD:

Union Oil Company of California,
a California corporation, dba UNOCAL

By



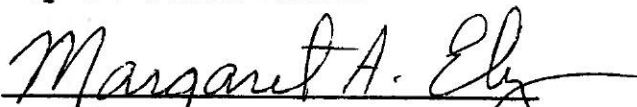
Its

R. K. Jernison, President
Unocal Real Estate Division

TENANT:

The City of Santa Paula

By:



Its:



EXHIBIT "A"

Page 1 of 1

Description of UNOCAL Museum Parcel
Santa Paula, California

Lots 30 and 31 and a portion of Lot 29 in Block 57, Town of Santa Paula, Blanchard and Bradley, Proprietors, in the city of Santa Paula, county of Ventura, state of California, as per map thereof recorded in book 1, page 234 of Miscellaneous Records in the office of the county recorder of said Ventura County, described as a whole as follows:

Beginning at the point of intersection of the northeasterly line of North Tenth Street, eighty (80) feet wide, and the northwesterly line of Main Street, eighty (80) feet wide, said point being the southwesterly corner of said Lot 31; thence along said northeasterly line of North Tenth Street,

1st:- North 20°45'01" West 140.10 feet to the northwesterly corner of said Lot 31; thence along the northwesterly line of said Lots 31, 30 and 29,

2nd:- North 69°16'14" East, 130.06 feet; thence parallel with said northeasterly line of North Tenth Street,

3rd:- South 20°45'01" East 140.23 feet to a point on said northwesterly line of Main Street; thence along said northwesterly line,

4th:- South 69°19'33" West 130.06 feet to said point of beginning.

Unocal Oil Museum Downstairs Inventory

Exhibit Area: Docent desk

<i>Item</i>	<i>Size</i>	<i>Description</i>
Tank truck model		Prototype model of 1920's Moreland tank truck
Cups & Saucers		Haviland china cup and saucer w/ Santa Paula Hardware Company imprint (2 sets)
Santa Paula plate		Loan from MAOH
Platter	10.5" dia	Haviland china platter w/ Santa Paula Hardware imprint
Plate	8" dia	Santa Paula Union High School
Plate	9" dia	Haviland china plate w/Santa Paula Hardware imprint
Plate	9"	Cash Dry Goods Co., Santa Paula
Paperweight		Turtle paperweight from Ventura County Power Co.
Creamer		Ceramic creamer from Universalist Church, Santa Paula
Cake server		Spatula from C&R Grocery Co.
Thimble holder		Thimble container, E.A. French (Fillmore)
Boot hook		Imprinted Blumenthal's Bootery
Trophy	18"	Percheron Derby trophy
Books		Miscellaneous reference books
Desk		Docent desk w/roll top and return
Monitor, security		Sanyo VM4515 15" security monitor w/ MV50
Chair, swivel		Robot Research video processor
Advertisement	25"x18"	Swivel arm chair, oak, slat back
		Santa Paula Hardware Christmas gift ad; 1909; oak frame under glass
Remote control units (2)		Universal remote control units for video monitors

Exhibit Area: Entrance area

<i>Item</i>	<i>Size</i>	<i>Description</i>
Time Clock	46"x16.5"	Antique oak w/ Union Oil Company of California decal
Time Card holder	35.5"x6.25"	25-slot time card rack, oak
Guest book pedestal	19"x22.5"	Oak w/ laminate top

Exhibit Area: Age of Petroleum

<i>Item</i>	<i>Size</i>	<i>Description</i>
Monitor (3)	25"	Sony PVM-2530 monitor mounted in wall unit
Photograph	16"x25.25"	Photograph of Union Oil Building at the turn of the century; oak frame

Exhibit Area: Santa Paula and Unocal

<i>Item</i>	<i>Size</i>	<i>Description</i>
Diorama and mural	32' wide	Mounted mural of early Santa Paula with diorama of wooden drilling derrick, work shed and Union Oil building
Monitor	19"	RCA F20538DG monitor w/ remote control; mounted in work shed
Letter	11"x8.5"	Lyman Stewart resignation letter, August 6, 1895
Letter	9"x4.5"	Bank of Santa Paula letter, March 11, 1889; in plexiglass stand
Letter	11"x8.5"	Thomas Bard resignation letter, December 1900
Letter, 2 pages	11"x8.5"	Letter from George Smith ordering oils

EXHIBIT "B"

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Check

Stock certificate
Stock certificate
Stock certificate
Display cases (7)

Union Oil Company of California payable to
Sespe Oil, July 31, 1896
United Oil Company stock certificate
Torrey Oil company stock certificate
Hardison & Stewart Oil Company stock certificate
Display cases w/ fluorescent lighting timeline of
Unocal history

Exhibit Area: The nature of oil

Item	Size	Description
Viscosity exhibit	44"x19.5"x20"	Viscosity exhibit with 3 vials containing different viscosity fluids; operated by electric motor that turns vials; mounted on oak pedestal
Display cases (3)	37"x61"x37"	Display cases containing miscellaneous items:
Glassware (18 pieces)		Miscellaneous beakers, vials and test tubes
Molecule models (5 pieces)		Models of 5 different hydrocarbon molecules
Centrifuge	24"x16"x16"	Centrifuge powered by water pump; mounted in plexiglass case on oak pedestal
Sample kit		Oil sample kit w/ 9 vials w/ cork stoppers
Oil vials (10)		Simulated samples of various grades of oil mounted vertically above display cabinet
Pinball game	57"x24"x39"	Pinball game depicting refinery process; mounted on oak pedestal
Lubricity	48"x22.5"x17"	Lubricity exhibit showing lubricating quality of oil; one side of gears not in oil; the other side is in oil; mounted on oak pedestal

Exhibit Area: The Geology of Oil

Item	Size	Description
Display case	38"x31.75"x34.5"	Plexiglas cube on oak pedestal
Microscope	13"	Used by Stanley Whissler
Surveyor's transit		Surveying equipment w/ tripod and leather case (loan from MAOH)
Chronometer & case	26.5"	Laboratory chronometer: glass tube with microscope-type eyepiece on top
Display cases (3)	37"x61"x37"	Display cases containing miscellaneous items; vertical mounted display panels showing underground techniques
Core Samples (6)		Miscellaneous core samples: shale-Miocene; hard sandstone-Oligocene; Monterey-Miocene; shale-Pliocene; Pliocene saturated (2)
Marine organisms (5)		Models of short-lived marine organisms; Plaster of Paris on plexiglass pedestals
Fossils (34 pieces)		Historical timeline w/ fossils from Pleistocene to Cretaceous
Fossils (7 pieces)		Miscellaneous petrified wood and fossils
Fossils (15 pieces)		Miscellaneous fossils
Globe video theater	41.5" dia	Hemisphere globe w/ viewing port; sign "Looking Inside the Earth for Oil;" mounted on oak pedestal
Monitor	25"	Sony PVM2530 monitor mounted inside globe
Black Gold	40.5"x41.5"x33"	Black Gold oil exploration game; mounted on oak pedestal
Macintosh computer		Macintosh II computer with touch screen and processing unit
Monitor	9"	Zenith F0920A 9" monitor
Monitor	20"	Sony GVM200 monitor w/ touch screen for Macintosh computer

EXHIBIT "B"

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Laser Disc Player

Sony LDR 1500 laser disc player; mounted in
Black Gold exhibit
Fossils in earth mounted on oak pedestal

"Touch the Past"

Exhibit Area: Drilling and Producing Oil

Item	Size	Description
Pump	75"	Cutaway of well pump mechanism
Rotary drill rig model	61"x30"x31"	Model of rotary drilling rig; mechanized; mounted on base with underground cut away to show bit; in plexiglass box
Pumper model	36"x41.5"x23"	Lufkin pumping unit mounted on base; in plexiglass box
Tank battery model	16"x41.5"x23"	Model of field tank battery; 3 tanks; in plexiglass box
Drill bit	8.5"	Early 1950s; 4-roller
Drill bit	9"	"Cobra" bit
Drill bit	7.875"	4-cone bit
Drill bit	9"	Blade bit
Map	26.5"x40.5"	Bardsdale oil field map, original
Drill bit	15"	4-roller; Reed Tool Company; blue
Drill bit	17.875"	3-roller bit, Reed Tool Company; red; w/ one cutaway roller
Weight Indicator	56"x25"	Martin-Decker weight indicator on display stand (steel tube); 1926

Exhibit Area: Offshore Oil

Item	Size	Description
Jackup Rig model	38" high	Reading & Bates "D.K. McIntosh" jackuprig model in plexiglass and brass display case; sand base
Drill ship model	44" long	Reading & Bates "Douglas Carver" drill model w/riser; in plexiglass and brass display case
Semi-submersible model	13" square	Model of semi-submersible drilling rig; in plexiglass and brass display case
Platform model	48" high	Model of Platform Cerveza; in plexiglass and brass display case
Monitor	13"	Proton 613S 13" monitor w/ remote control

Exhibit Area: Marketing Petroleum

Item	Size	Description
Display cases (4)	55" wide (2); 58" wide (1); 70" w (1)	Rail mounted display cases with fluorescent lighting
Auto products (66 pieces)		Miscellaneous historical auto products
Pocket calendars (9)		Union Oil Company pocket calendars
Gasoline pump		Mobile gasoline dispenser w/ crank pump; red tank
Tire changer		Tire changer w/ tire
Dispenser		Early 1930's gasoline dispenser w/ lighted Union 76 globe on top
Oil dispenser		Motoreze oil dispenser
Monitor	25"	Sony PVM2530 25" monitor
Cash Register		Solid brass National Cash Register model, circa 1921; tagged originally sold to Union Oil Co
Credit cards (3)		Early Union Oil Company credit cards
Cap		Leather dealer's cap
Can tags (13)		Miscellaneous can tags
Pins (3)		Union 76 pins
Billboards (2)		Wall-mounted billboards depicting scenes from calendar cars; Aristo

EXHIBIT "B"

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Exhibit Area: Transporting Petroleum

<i>Item</i>	<i>Size</i>	<i>Description</i>
Tank ship model	49"	Model of S. S. <i>Sansinen</i> " (not noted on ship)
Tank truck model	34"	Model of Unocal western tank-truck combination
Gate valve		Cutaway of typical gate valve
Photograph	24"x24"	Memorabilia on Garret Ray, Union Oil seaman; license, photograph, etc. mounted in frame under glass
Letters	26"x31"	Mounted letters (4) on shipping; notice of sale of W. L. <i>Hardison</i> ; mounted in frame under glass

Exhibit Area: Safe

<i>Item</i>	<i>Size</i>	<i>Description</i>
Folding chairs (48)		Metal folding chairs
Cart		Carrier for folding chairs
Tables (2)	30"x8'	Folding banquet tables

Exhibit Area: Modern Uses of Petroleum

<i>Item</i>	<i>Size</i>	<i>Description</i>
Display cases (2)	63.5"x18.5"	Horizontal display cases w/ backlit copy

Exhibit Area: Early Uses of Petroleum

<i>Item</i>	<i>Size</i>	<i>Description</i>
Lamps, hurricane (5)		Miscellaneous hurricane lamps
Kerosene lamps (2)		Brass kerosene lamp
Kerosene can		Kerosene can; glass w/ metal frame
Oil products (39)		Miscellaneous oil-based products
Oil products (24)		Miscellaneous oil-based products
Arrowheads (8)		Miscellaneous arrowheads (Loan from Craig Logsdon)
Dice (6)		Walnut dice w/ pitch
Whistle		Bone w/ abalone decoration
Knife		Wood w/ arrowhead blade
Basket, woven		
Grinding stone		Stone w/ grinder
Abalone shell		
Tar sample		Example of pitch found in local area

Exhibit Area: Sands of Time

<i>Item</i>	<i>Size</i>	<i>Description</i>
Map	35"x35"	Map of Torrey Oil Field; by W. W. Orcutt; March 1902 (Loan from MAOH)
Map	29"x38"	Map of Rancho Sepse; in oak frame under glass
Photographs (10)	19.5x15.25"	Microfossils; mounted under plexiglass
Sands of Time		Sand sculpture depicting evolution of oil deposits
Plant, artificial	84"	Artificial plant in large brass tub
Plant, artificial	60"	Artificial fern in brass tub
Plant, artificial	24"	Artificial variegated plant in brass tub

Exhibit Area: Gallery

<i>Item</i>	<i>Size</i>	<i>Description</i>
Photograph	14.75"x14.75"	Photograph, Nevada mining camp
Photograph	14.75"x14.75"	Photograph, multi-brand service station
Photograph	14.75"x14.75"	Photograph; mid-1920s design
Photograph	14.75"x14.75"	Photograph; Beverly drive service station
Photograph	14.75"x14.75"	Photograph; Beatty, NV, service station

EXHIBIT "B"

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Photograph	14.75"x14.75"	Photograph; Union delivery fleet
Photograph	14.75"x14.75"	Photograph, 1922 Packard
Photograph	14.75"x14.75"	Photograph; Sidney Smith
Photograph	14.75"x14.75"	Photograph; Barney Oldfield
Photograph (3)	48"x18"	Photograph; double-decker bus
Photograph (2)	26.5"x16.5"	Photographs (2); distribution center, oil rig
Photograph (2)	26.5"x16.5"	Photograph: auto centres
Photograph	20.5"x21.5"	Photograph; auto manufacturing
Photograph (2)	19.5"x27.5"	Photograph; touring with Ethyl
Photograph (3)	17.5"x41"	Photograph; touring with Ethyl
Photograph (2)	26.5"x16.5"	Photograph; touring with Ethyl
Photograph (3)	25.5"x34"	Marvel Crosson
Bench	48"	Wrought iron w/ oak slats
Plants, artificial (2)	36"	Flowering artificial plant in brass tub
Photographs (2)		Union Oil Building; comparative; old and current (color) on easel
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm A-1 lens

Exhibit Area: Iron Room

<i>Item</i>	<i>Size</i>	<i>Description</i>
Bench (2)	60"	Wrought iron w/ oak slats
Palms (4)	various	Live palms in brass pots
Podium	51"	Oak, antique pulpit w/ slant top
Plaque		Ventura County Historical Landmark plaque
Bottles (21)		Historical bottles uncovered during construction
Theater cabinet	55"x34"x25"	Theater cabinet in laminate w/oak trim
Monitor	25"	Sony PVM 2530 monitor
Laser disc player		Pioneer LD-V2000 laser disc play
VCR		Philips VR66 4-head Hi-Fi VCR
Speakers		Realistic Minimus 0.3 (1 pair)
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm A-1 lens
Camera, security		Sanyo 3825 security camera w/ Computar 4.8 mm lens (mounted on east exterior of building overlooking parking lot)

Exhibit Area: Cable Tool Rig Building

<i>Item</i>	<i>Size</i>	<i>Description</i>
Sucker Rods (7)		Miscellaneous historical sucker rods
Cable tool drilling rig		Cable tool drilling rig w/blacksmith forge and boiler, electrified with Reliance 3 hp motor
Display cases (2)	73"x18"	Oak cases on oak pedestals
Monitor cabinet	84"x86"x29"	Laminated cabinet
Monitor	25"	Sony PVM 2530 25" monitor
Bench (2)	60"	Wrought iron w/ oak lathes
Plant, artificial	96"	Artificial palm in brass tub
Plant, artificial	60"	Artificial plant in brass tub
Table	24"x36"	Oak table w/ shelf and drawer
PA system		Cordless microphone and amplifier
Camera, security		Sanyo 3825 security camera w/ Computar 4.8mm A-1 lens

Exhibit Area: Museum Office

<i>Item</i>	<i>Size</i>	<i>Description</i>
Desk	84"x45"	8-drawer walnut desk w/ keys
Chair, swivel		Vinyl w/ fabric seat; black, swivel; chrome base

EXHIBIT "B"

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Chair, side (3)		Arm chair w/ fabric back, seat; rust color
File cabinet	42"	3-drawer lateral file cabinet
Plant	84"	Dracaena plant w/ brass tub
Phone system		AT&T Voice Key System
Security monitor		Sanyo VM4515 monitor
Answering machine		Code-A-Phone answering machine; Model 4250
Remote phone		ATT MLC-5 Cordless Voice Terminal
Photograph	15.5"x34"	St. Helens lease
Certificate	22.5"x28"	Hardison Stewart Oil Company certificate of incorporation
Photograph	21"x21.5"	Santa Paula 1880
Photograph (3)	21.25"x42"	Keystone Patrician
Photograph	38.5"x27"	Little Grand Canyon well

Exhibit Area: Basement

<i>Item</i>	<i>Size</i>	<i>Description</i>
Laser Disc Player (6)		Pioneer LD700 laser disc player
Laser Disc Player (2)		Pioneer LDV-2000 laser disc player
Monitor		Sony PVM2530 25" monitor
Christmas tree	12"	Artificial tree with base and complete set of Victorian decorations
Christmas Wreaths (10)		Christmas wreaths for inside of all doors to museum
Stands (5)		Brass finished delineator stands (same type as in apartment upstairs)

Area: Backroom office and Workroom

Step ladder	6"	Aluminum ladder
Cable tool model		Replica of Lakeview #1 cable tool drill rig

Unocal Oil Museum Upstairs Inventory

Room: 227

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Lamp	16"	Clear glass chimney and base
Photograph	9"x7"	Black matte, 2 men
Fan, oscillating	13" diam	General Electric, brass blades, dark green housing, Cat No. 75423
Cabinet	51"x44"x15"	Amberg's Patent Cabinet Letter File; roll front,
Plant	60"	Palm, artificial; in 15" dia brass pot
Plant	60"	Palm, artificial; in 15" dia brass pot
Chair, side		Oak library side chair
Chair, side		Oak library side chair
Desk	48.5"x29.5"x30"	Oak, 5 drawer with vertical file on right
Desk	48.5"x29.5"x30"	Oak, 5 drawer with vertical file on right
Ink well		Clear glass)
Seal, corporate		Torrey Canyon Oil Company Corporate seal; manual type
Painting	18.5"x14.5"	Landscape, lake and trees
Photograph	15.5" x 12.5"	Matted, w/ wood frame
Ledger books (27 pieces)	Miscellaneous	Assorted ledger books in safe
Chair, desk		Swivel, oak, vertical back
Chair, desk		Swivel, oak, vertical back
Light, fixture		4-globe, ceiling, combination gas/electric
Letter opener		Brass letter opener

Room: 217

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Lamp	16"	Hurricane type, clear
Vase	8"	Cut glass
Photograph	23.25"x19.25"	Shepherd, black wood frame
Chair, side		Oak w/ cane seat; board chair replica
Certificate	27.5" x 22.5"	Articles of incorporation for Sespe Oil Company; gold frame w/ matte
Desk	53"x32"x30"	Oak, 5-drawers, vertical file section, brass pulls
Humidor w/cigars	8"x5"	Clear glass w/ cigars
Ink well		Self-closing ink well
Ink well		Square, metal base w/ enclosed ink well
Ink well		Glass ink well in wooden boat with pen holders
Book	11"x8"	Petroleum Engineering Hand Book, First Edition
Book	11.5"x9.5"	Union Oil Tool Co: Oil Well Drilling and Fishing Tools
Palm, artificial	60"	Artificial palm in brass pot
Photograph	6.25"x4.25"	Antique photograph of man (sitting) and woman (standing)
Letter opener	9"	Metal with ruler along one edge
Letter opener	6.25"	Bone letter opener
Chair, swivel		Oak, small, secretarial swivel
Light, fixture		2-globe, ceiling, gas

Room: 216

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Lamp	20.5"	Clear glass chimney and base
Photograph	8"x6"	Photo of young girl w oval matte
Lamp	11.25"	Clear glass with short base
Plant, artificial	36"	Large leaf plant with footed brass pot

EXHIBIT "B"

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Room: 208

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Photograph	15x16.5	Exterior, Santa Paula Machine Works
Photograph	15x16.5	Hughes Tool Company
Photograph	10.5x10.5	Dick Whidden, et al
Photograph	15x65	Oldsmobile Club picnic
Photograph	13.25x11	Lakeview Gusher
Photograph	15x16.5	Group at Santa Paula Machine Works
Photograph	17.5x46	Stearns Lease Picnic
Photograph	15x16.5	Santa Paula Shop
Photograph	11.25x13	L.A. Oil Fields
Photograph	14.25x49	Stearns picnic 1917
Photograph	13x16	Fred Stewart, et al
Photograph	17x50	Santa Fe Springs field 1922
Chair, desk		Oak, arm chair w/ leather seat insert
Light, fixture		Single globe, ceiling, gas fixture
Light, fixture		Single globe, ceiling, gas fixture

Room: 226 (Historic bay)

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Palm, artificial	7'	Artificial palm in brass pot
Light, fixture		1-globe, ceiling, gas, brass

Room: 223 (Clerk's Office)

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Adding machine		Burroughs adding machine, Serial # 6-287434
Ledger books (3 pieces)		Miscellaneous ledger books
Cabinet, desktop	13.5"x16.75"x17"	Oak, desktop ledger cabinet, 3 doors
Pencil sharpener		F.S. Webster cast iron pencil sharpener
Ink well	7" wide	3-slot ink well with flower design
File box	5.5"x6.75"x14"	Index card file box, oaks
Stapler		Acme No. 1 page crimper
Crimper		Cast iron sheet crimper
Lamp	16"	Clear glass
Compote	7.5" high	Glass, etched compote
Photograph	6x3	Photograph of man in 3 panel cardboard frame
Plant, artificial	36"	Palm in brass pot
Light, fixture		4-globe ceiling, brass, gas and electric
Light, fixture		1 globe, wall, gas, brass
Light, fixture		1 globe, wall, gas, brass
Stool	41" high	Oak, swivel, wood inset seat
Paper Weight		Cast iron paper weight
Paper clip		Cast iron paper clip

Room: 219

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Chair, side		Oak side chair w/cane seat; replica of original board chairs
Print	24.5"x29.5"	Print of U.S. Capitol
Plant, artificial		Artificial fern in brass pot
Plant stand	29"	Oak stand with brass plate in base
Lamp, fixture		2-globe, brass, hanging, gas/electric combination
Lamp, fixture		2-globe, brass, hanging, gas/electric combination

EXHIBIT "B"

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Room: 210		
<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Clock	21.5x15	Wall clock, pendulum, roman numeral face
Painting	33x27	Print in mahogany frame; tree on hillside over ocean
Painting	24x30	Print of "Last Spike"
Fan		Oscillating fan, black base, brass vanes
Lamp, hurricane	16"	Hurricane lamp, clear glass
Photograph	12.5x8.5	Framed photograph of young girl
Photograph	8.25x4	Matted photograph of young "dandy"
Photograph	7.25x5.25	Matted photograph of man and woman (F. Wm Weber)
Chair		Wing chair, leather
Chair, side		Oak w/ leather seat/back
Chair, side		Oak w/ leather seat/back
Lamp, desk	24"	Brass with green glass shade
Ink well		Combination ink well, pen holder; in bronze
Blotter		Ink blotter in bone and brass
Cash box	4.5"x7"x3"	Cash box w/handle
Desk	62x32	9-drawer, oak
Chair, desk		Oak, swivel, arms, black leather seat inset
Plant, artificial	7'	Palm in brass pot
File cabinet	53"x20"x28.5"	Oak, 4-drawer
File cabinet	53"x20"x28.5"	Oak, 4-drawer
File cabinet	53"x20"x28.5"	Oak, 4-drawer
Book		Ledger book
Light, fixture		2 globe, brass, ceiling, gas
Tapestry	35"x16"	Tapestry, brocade
Room: 207		
<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Painting	29.5x33.5	Print w/frame, still life flowers
Photograph	13x17	Santa Paula 1888
Clock		Schoolhouse Regulator Octagonal face w/ pendulum
Painting	9x32.5	Niagara Falls
Painting	13x16	Lighthouse
Chair, side		Oak w/cane seat; replica of original board room chair
Chair, side		Oak, arms, w/ leather back inset
Spittoon	12"	Brass
Plant, artificial	7'	Artificial palm in large brass planter
Lamp	16"	Hurricane lamp, clear glass
Photograph	4x6.5	Matted portrait of man/woman, Paige photography
Chair, desk		Oak, swivel desk chair, arms, cane seat, leather back insert
Desk	60x31	Oak, 8-drawer
Humidor		Cigar humidor, silver lid w/ cigars
Ink pad	4.25x3	S. G. Adams Co. ink pad
Note pad		Bank of Marshal
Ink well	7x5.5	Double ink well, clear glass
Ink well w/pen		Round Sengbush inkstand w/ pen
Book		Well record book
Book		Oil Journal

EXHIBIT "B"

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Room: 202		
<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Mirror		3-panel w/ frame
Soap		Lifebuoy soap in box
Sink commode		Sink w/ faucet and draped cabinet
Refrigerator		General Electric w/ motor on top
Wall rack		Wall spice rack, maple
Clock		Apple shaped clock, electric
Range, gas		Magic Chef, 4-burner w/ 3-doors
Coffee pot		Drip percolator, stove top
Double boiler		Enameled, double boiler pot
Ironing board		Wooden w/ pad
Iron		Sunbeam steam iron w/ extra water tank
Water cooler		Arrowhead water cooler
Telephone		Black, rotary desk model, Hyatt number plate
Telephone stand		Mahogany, 4-legged
Mixer		Hamilton Beach No. 16, shake mixer
Toaster		Waters-Genter, Mode JA-3
Cabinet		Oak pantry cabinet w/ flour glass door, 3-drawer, 2 cabinets
Waffle Iron		General Electric, 119W4, nickel plated
Dining set		46x34 table and 4 chairs, nickel legs, plywood top and seats
Fireplace set		4-piece brass fireplace set
Radio		Majestic 5LA50 table radio, black case
Clock		Monterey clock, 48" high, wood case
Dishes		Miscellaneous dishes (40+ pieces)
Canned goods		Miscellaneous canned goods (11 pieces)
Light, fixture		Hanging single globe w/ chain
Step ladder	6"	Aluminum step ladder (in closet)
Room: 201		
<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Radio		Zenith floor model, w/ short-wave
Photograph	12x8	Photograph of young girls on tilt frame
Print	15.5x12	Landscape print
Print	16.5x12.5	Print of Gibson girl
Photograph	9x12	Photograph of woman mounted in tilt frame
Photograph	8x10	Mounted photograph of family of young children
Dresser	29x45	6-drawer dresser w/ swivel mirror on top
Table	22x14x22	Telephone table,
Fan		Hunter fan w/ nickel plated blades and housing
Chair, rocker		Oak rocking chair w/ padded seat
Plant, artificial		Artificial fern w/ brass pot
Plant stand	3"	Wooden plant stand
Bird cage		Wire bird cage, painted, on hanging stand
Tricycle		Cast metal tricycle
Fire engine		Toy hook and ladder "SFD"
Baseball mitt		Fielder's mitt, leather
Baseball mitt		First baseman's mitt
Telephone		Black, rotary desk model
Clock		Westclox Big Ben electric alarm clock
Telephone table	11"x15.5"x20"	Mahogany telephone stand, 4-legged
Bed		Double bed w/ brass head board, foot board and quilt w/ 4 pillows
Plant stand	30"	Oak

EXHIBIT "B"

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Lamp, table	12"	Ceramic shade
Record player		Victrola (RCA Victor) w/ records
Table	24"x24"x29"	Mahogany 4-legged table
Plant, artificial	48"	Artificial palm in brass floor pot
Ash tray	24"	Floor standing ash tray w/ brass base
Chair		Oak arm chair, spindle back
Magazine rack	29"	Floor-standing rack w/ slots
Heater		American radiant heater
Photograph	6x9.5	Photo of woman in three-fold cardboard holder
Book		Bible
Bookends		Cast iron bookends w/ Indian Head design
Trunk	36"x20"x14"	Metal clad trunk
Stanchions (6)	37"	Stanchions to guide traffic, metal w/ brass finish
Light, fixture		4-bulb, ceiling, brass w/white globes, hanging
Light, fixture		1 globe, gas brass, wall mount

Room: 209

<i>Item</i>	<i>Size (HxWxD)</i>	<i>Description</i>
Plant, artificial	5'	Artificial palm w/ brass pot
Clock		Regulator wall clock w/ octagonal face and pendulum
Plant stand	17" dia	4-legged, 30" high plant stand, round top
Lamp	21"	Hurricane lamp, clear glass
Light, fixture		2-globe, gas, brass, ceiling
Chair, swivel		Oak swivel with leather seat insert
Desk		Tin top (loan from MAOH)
Bookcase		Glass front oak book case (loan from MAOH)
Map case		Map case with folding desk top (loan from MAOH)
Desk set		Bronze: blotter, ink well, letter opener, calendar holder and hand blotter (loan from MAOH)
Spittoon		Brass (loan from MAOH)
Humidor		Wooden, carved (loan from MAOH)
Book		<i>Mechanics and Materials</i> (loan from MAOH)
Photograph		Photo of John and Adelaide Orcutt (loan from MAOH)
Photograph		Photo of Gertrude and John Orcutt (loan from MAOH)
Photograph		Photo of Will and Molly Orcutt (loan from MAOH)
Photograph		Union Oil Ship (loan from MAOH)
Certificate		Stanford "S" award certificate (loan from MAOH)
Chair, desk		Desk chair, green leather, swivel (loan from MAOH)
Plate		Commemorative plate, Lakeview Gusher (loan from MAOH)

Room: Docent Changing Room

Ladder	16"	Aluminum extension ladder
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