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Return to Public Works
Real Property Division
123 E. Anapamu Street
Santa Barbara, CA 93101 GOV. CODE 6103

Revised 1/15/85

NO FEE PER

Project Name: Mission Canyon
Sewer
Folio No.: WP 2216
A/P No.: 23-172-82
Agent:
Document No.:

NO TAX DUE

7/17/85

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County of Santa Barbara

AGREEMENT FOR ACQUISITION
OF PROPERTY

THIS AGREEMENT is made and entered into by and between
TOMMY KENNETH JONES AND EVELYN JONES, Husband and Wife; and KENNETH N. JONES, a
Single Man, all as Joint Tenants.

hereinafter called "Owner", and

County of Santa Barbara acting on behalf of the Mission
Canyon Sewer District

hereinafter called "Entity"

WHEREAS, Entity has commenced to form an assessment district
and has initiated proceedings under the Clean Water Bond Laws
of 1970, 1974 and Clean Water and Conservation Bond Laws of
1978, (California Water Code, Division 7, Chapters 12.5, 13
and 14) and under Federal Public Law 92-500, for the design,
construction and operation of wastewater facilities in what
is known as Mission Canyon Area of Santa Barbara County; and

WHEREAS, construction and operation of such wastewater
facilities necessitates the acquisition of certain rights of
way and property interests sufficient to assure undisturbed
use and possession thereof for the purpose of construction
and operation of such wastewater facilities; and

WHEREAS, Owner and Entity are desirous to agree at this time
as to the terms of acquisition of the above mentioned rights
of way and property interests; and

WHEREAS, it is desirable that Entity acquire the right to
enter, with personnel and equipment, upon Owner's property
for the purpose of construction, operation and maintenance of
portions of the wastewater facilities and to acquire
permanent easements for these wastewater facilities after
these facilities are constructed and the "as built" locations
have been described.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. OWNER OF RECORD Owner acknowledges that he is the
owner of record of that certain property described in
"Exhibit A" and shown on Exhibit "B" attached hereto and made
a part hereof by reference, known as Assessor's Parcel
No.

2. AGREEMENT TO ACQUIRE AND CONVEY Entity hereby agrees
to acquire from Owner, and Owner hereby agrees to grant to
Entity, a temporary easement for the sewer pipelines
approximately as shown on Exhibit "C" attached hereto and

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made a part hereof by reference, for the purpose(s) of construction, maintenance and operation of sewer pipelines and appurtenances as necessary for the operation of a sewer system and as hereinafter defined.

3. LOCATION OF FACILITIES Entity's contractor shall consult with Owner as to the location of the sewer pipelines, and any necessary valves or other appurtenances thereto, on Owner's property. Once said pipeline and/or any necessary accessories have been constructed on Owner's property, Entity shall present a deed for a permanent easement with a legal description to Owner showing the actual "as built" location of the sewer line and appurtenances (see Paragraph 5, below).

4. PURCHASE PRICE The purchase price for the sewer easement is hereby agreed to be \$500.00. It is further agreed that Entity shall pay Owner the abovesaid consideration for said sewer pipeline easement within 60 days after acceptance and execution of this agreement by the County Board of Supervisors.

5. RIGHT OF WAY Owner hereby grants to Entity a temporary easement for the purpose of the construction, installation and maintenance of a sewer pipeline along with the necessary appurtenances therefor. All such sewer lines and appurtenances shall remain the property of the Entity. Owner shall not engage in, nor, permit any use of the easement area which, in the opinion of the Entity, would be incompatible with the operation and maintenance of the sewer line, appurtenances or overall sewer system. This temporary easement shall terminate upon the execution and recordation of the permanent sewer pipeline easement as per Paragraph No. 3 above. In the event the owner fails to execute the necessary easement interests to Entity, within three (3) years from the date of execution of this Agreement, then this temporary easement shall be converted into a permanent easement which shall be deemed to be located within 2 1/2 feet on either side of the center line of the sewer pipeline "as built" in the years 1985-1986. Said permanent sewer easement shall include the right to maintain, reconstruct, replace, enlarge, improve and add necessary appurtenances within the easement area as deemed necessary from time to time by Entity. The permanent easement executed by the Owner shall be as defined in the preceding sentence.

6. SUBJECT TO AWARD This Agreement is further subject to the award of contract for construction of the sewer pipelines in what is known as the Mission Canyon Area.

7. LANDSCAPING Entity agrees that any yard improvements and/or landscaping destroyed or damaged as a result of the exercise of the rights granted by this Agreement, including, but not limited to concrete slabs, wood decking, concrete sidewalks, concrete block masonry, fencing, flowers, plants, lawns, trees and shrubs, shall be replaced as nearly as possible to their original condition, taking into consideration the nature of the work being performed.

8. ENTIRE CONSIDERATION Entity and Owner have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for this Agreement and shall relieve Entity of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

9. RECORDATION Entity and Owner agree that this Agreement shall be recorded by Entity in the office of the Santa Barbara County Recorder.

10. PARTIES BOUND AND BENEFITED The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon Entity and Owner and their heirs, executors, or administrators, successors, assigns and legal representatives.

11. CONDEMNATION The undersigned Owner hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive any and all claims to any money that may now be on deposit in the Superior Court or with the State Treasurer in said action.

T. R. Atchley
WITNESS

Tommy Kenneth Jones
Tommy Kenneth Jones

Evelyn Jones
Evelyn Jones

Kenneth N. Jones
Kenneth N. Jones

Date: June 25 1985

"OWNER"

COUNTY OF SANTA BARBARA

Date: JUL 15 1985

By: Howard C. Menzel
Chairman, Board of Supervisors
"ENTITY"

APPROVED
T. R. Atchley
T. R. Atchley
Real Property Division
Manager

ATTEST:
HOWARD C. MENZEL
COUNTY CLERK-RECORDER
By: Gwendolyn M. [Signature]
Deputy Clerk

APPROVED AS TO ACCOUNTING
KRISTI M. JOHNSON
AUDITOR-CONTROLLER
By: Daniel P. [Signature]

APPROVED AS TO FORM
KENNETH L. NELSON
COUNTY COUNSEL
By: John [Signature]

NO OTHER OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

WITNESS ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: ss.

On this 27th day of June in the year 1985, before me, the undersigned, a Deputy County Clerk in and for said county and state, personally appeared Rick Hamner, personally known to me to be the person whose name is subscribed to the within instrument or proved to be such by the oath of credible witness who is personally known to me, as a subscribing witness thereto, who being by me duly sworn, deposes and says:

That Rick Hamner resides in Ventura, California and that he was present and saw Tommy Kenneth Jones and Evelyn Jones and Kenneth N. Jones personally known to Rick Hamner to be the same person(s) described in and whose name(s) is-(are) subscribed to the within and annexed instrument as a party thereto, execute and deliver the same, and Tommy Kenneth Jones and Evelyn Jones and Kenneth N. Jones acknowledged to said affiant that they executed the same; that said affiant subscribed his name thereto as a witness.

By: J. R. Ott
Deputy County Clerk

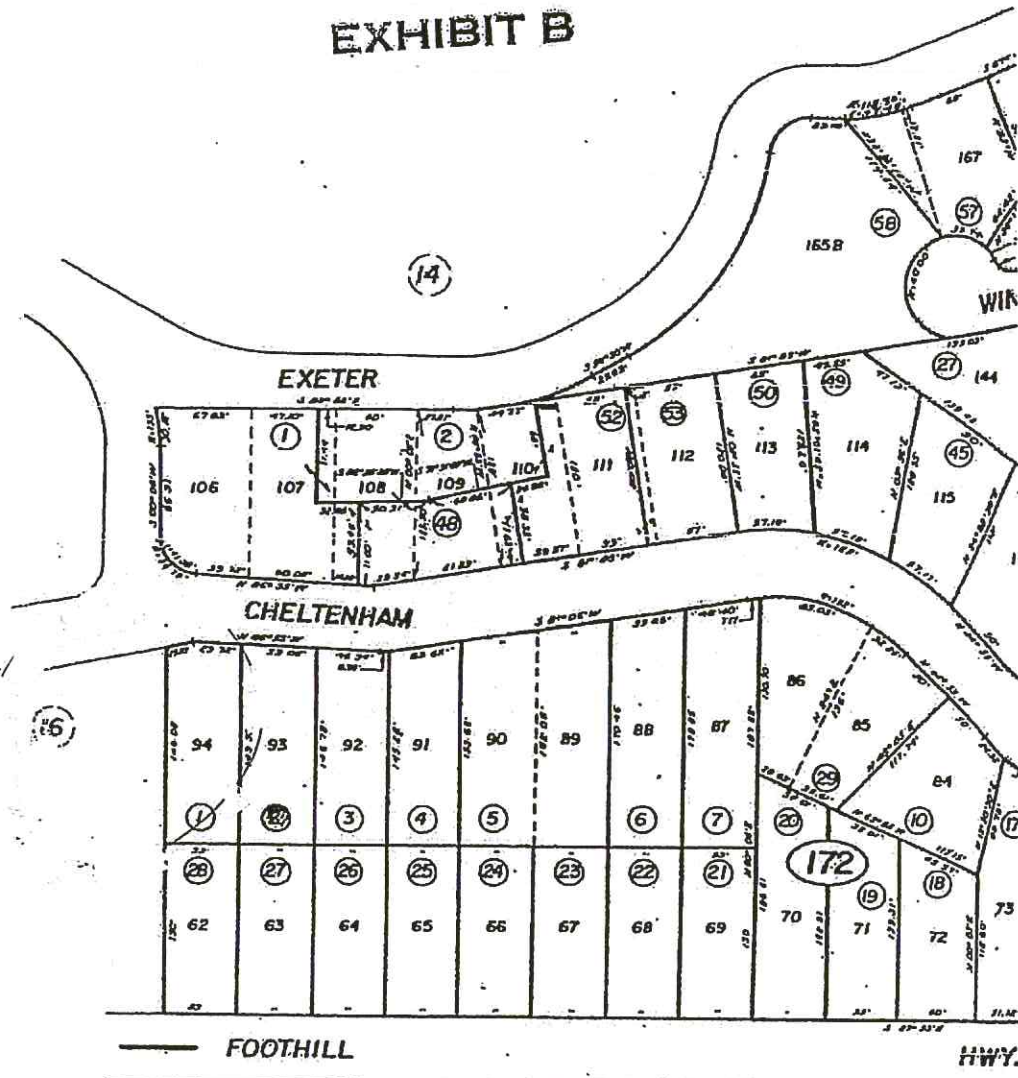


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EXHIBIT A

Commencing at the most Northeasterly corner of Lot No. 10 in Block "P" of the El Sol Se Acausta Tract, as shown upon the Map recorded in Book 9, at Pages 92 and 93 of Maps and Surveys, Santa Barbara County records, said corner being Monument No. 50 of the city limits line of the City of Santa Barbara; thence East, along the Southerly line of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 27 West, S.B.M., 1028766 feet; thence North 50 feet; thence South 89°55' East 441 feet; thence North 0°05' East 130 feet to the true point of beginning of the Parcel herein described; thence South 89°55' East 53 feet; thence North 0°05' East 146.72 feet; thence North 86°55' West 53.08 feet along the Southerly line of a 50 foot roadway; thence South 0°05' West 149.50 feet to the true point of beginning. (Lot 93 of Mission Canyon Heights).

EXHIBIT B



R.M. Bk. 20, Pg. 36 — Mission Canyon Heights

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NOTE

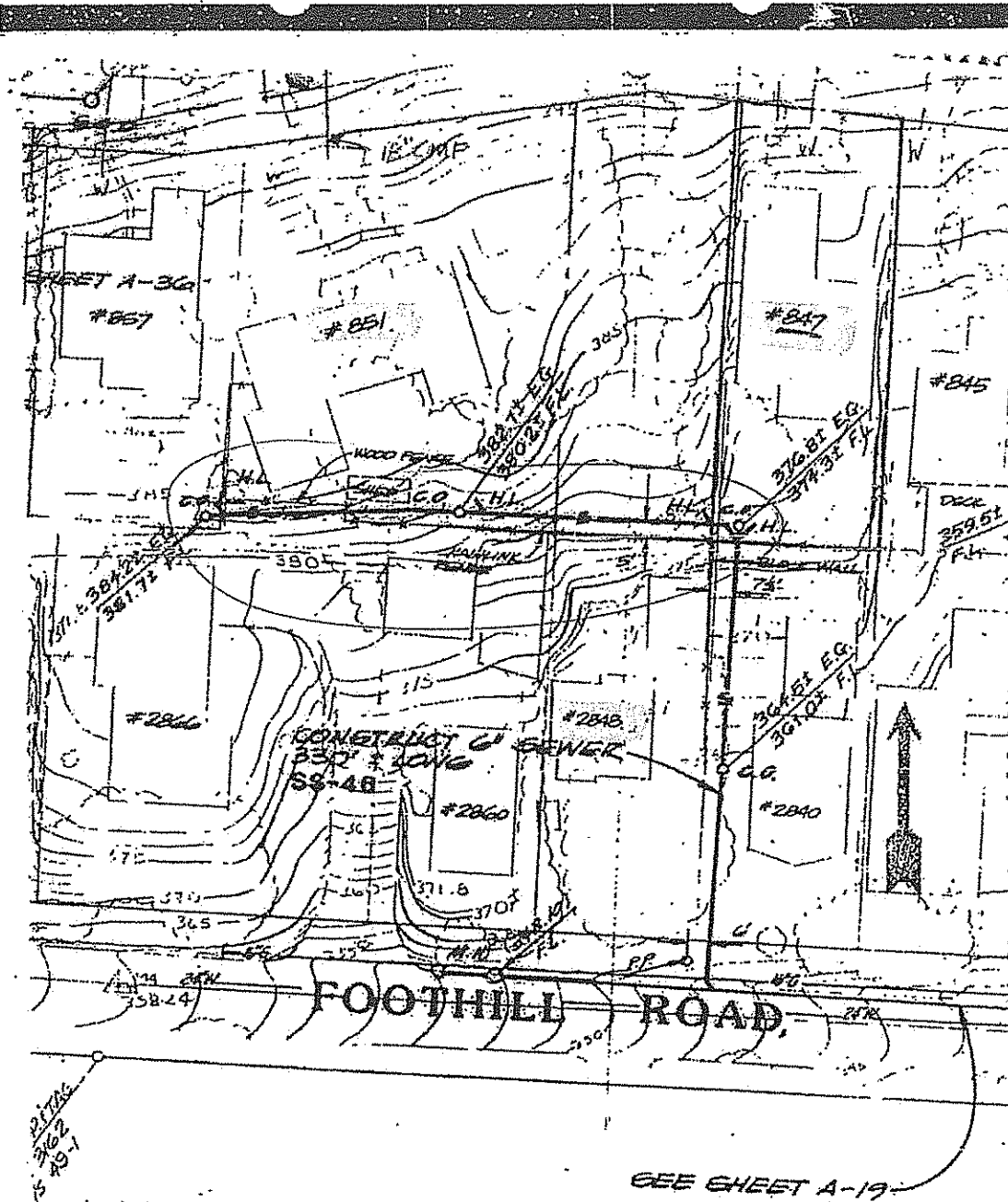


EXHIBIT C

SEE SHEET A-19

CERTIFICATE OF ACCEPTANCE

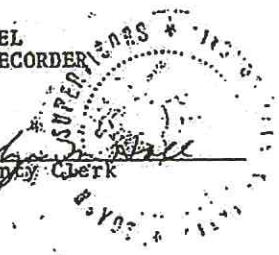
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated June 25, 1985, from Tommy Kenneth Jones and Evelyn Jones, husband and wife, and Kenneth N. Jones, a single man to the County of Santa Barbara, State of California, a political corporation, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on July 15, 1985 and the grantee consents to recordation thereof by its duly authorized officer.

HOWARD C. MENZEL
COUNTY CLERK-RECORDER

WITNESS my hand and official seal

By: [Signature]
Deputy County Clerk



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