

Attachment 1

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Real Property Settlement Agreement and Escrow Instructions and Memorandum

Project: Unit II Capacity Improvement Project
District Project #
File No.: 003703
APN: 117-160-027 & -039, and 117-020-066

**REAL PROPERTY SETTLEMENT AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY SETTLEMENT AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is by and between the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as the "DISTRICT," and HEIDI ANN DORRIS, a married woman, as her sole and separate property and Heidi Dorris as Trustee of the HOPKINS LAGUNA TRUST under Agreement dated December 26, 1984, hereinafter referred to as "OWNERS," with reference to the following:

RECITALS

WHEREAS, OWNERS are the owners of those certain real properties in the unincorporated area outside of the City of Santa Maria, County of Santa Barbara, State of California and more particularly described as County Assessor's Parcel Numbers 117-160-027, 117-160-039, and 117-020-066 hereinafter referred to collectively as the "Property"; and

WHEREAS, DISTRICT has designed the plans and specifications for channel maintenance, improvements, repair, replacement, installation, erosion protection, and related improvements (hereinafter "District Improvements") on a portion of the Property in connection with Phase I, Unit II Up Stream Annual Plan Work and Phase II, Unit II Capacity Improvement Project, hereinafter referred to collectively as the "Project"; and

WHEREAS, DISTRICT is required to minimize the environmental impacts in connection with the Project, requiring the commencement of Phase II, approximately one year upon the completion of Phase I; and

WHEREAS, in connection with the Project, DISTRICT desires to purchase a portion of County Assessor's Parcel Numbers 117-160-039, and 117-020-066, (the "Fee Parcel") consisting of approximately 1.81 acres, in fee title for the present and future public right-of-way improvements, construction, reconstruction, repair, replacement, installation, landscaping, erosion protection and maintenance of improvements, including ingress and egress, required by the DISTRICT; and

WHEREAS, in connection with the DISTRICT purchasing the Fee Parcel a Certificate of Compliance shall be prepared and recorded as it relates to the remaining portions of County Assessor's Parcel Numbers 117-160-039 and 117-020-066; and

WHEREAS, in connection with the Project, DISTRICT desires to purchase a permanent easement consisting of approximately 1.51 acres on a portion of County Assessor's Parcel Numbers 117-160-027 and -039, (the "Permanent Easement") for the present and future

improvements, construction, reconstruction, repair, replacement, installation, operations, landscaping, erosion protection and maintenance of improvements, including ingress and egress, required by the DISTRICT and for public right-of-way for flood control purposes on a portion of the Property, in perpetuity; and

WHEREAS, in connection with the Project, DISTRICT desires to purchase a temporary construction easement consisting of approximately 2.92 acres on a portion of County Assessor's Parcel Number 117-160-027 and 117-020-066, (the "Temporary Construction Easement") for ingress and egress, of labor and materials and equipment for maintenance, demolition, construction, reconstruction, replacement, installation, of existing and future District Improvements required by the DISTRICT; and

WHEREAS, DISTRICT also recognizes and desires to reimburse OWNERS to purchase the Fee Parcel, Permanent and Temporary Construction Easements, for the loss, replacement, and moving of any improvements within the Fee Parcel, Permanent and Temporary Construction Easements which may be affected by the Project; and

WHEREAS, the acquisition of the Fee Parcel, Permanent and Temporary Construction Easements are part of the larger Property that due to the acquisition of the interests herein may suffer severance damages to the remainder property, including the moving and destruction of certain improvements including irrigation wells and irrigation system located thereon ("Severance Damages"); and

WHEREAS, this Agreement is entered into in lieu of commencing with condemnation proceedings between the DISTRICT and OWNERS pursuant to Government Code Section 7260, et seq.; and

WHEREAS, DISTRICT and OWNERS desire to resolve any present and/or potential future claims and disputes between them relating to acquisition of the Fee Parcel, Permanent and Temporary Construction Easements for the Project without the need to pursue any further legal proceedings; and

WHEREAS, DISTRICT and OWNERS concur the fair market value of the Fee Parcel, Permanent and Temporary Construction Easements together with Severance Damages to the remainder of the Property has been mutually agreed upon between the DISTRICT and OWNERS; and

WHEREAS, DISTRICT and OWNERS desire to resolve and settle this dispute by way of this Agreement with the OWNERS receiving just compensation.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. **SALE, PURCHASE AND COMPENSATION**: DISTRICT hereby agrees to purchase and compensate, and OWNERS hereby agrees to sell to DISTRICT the fee simple interest of the Fee Parcel, for public right-of-way purposes and District Improvements, a

Permanent Easement which includes the District Improvements and a Temporary Construction Easement for this Project all of which are in, on, over, under along and across portion of Assessor's Parcel Numbers 117-160-027, 117-160-039, and 117-020-066. The Fee Parcel (Attachment "1") is legally described in the Grant Deed which is attached hereto and incorporated herein. The Permanent Easement is legally described in Exhibit "A" and depicted on Exhibit "B" attached to the Permanent Easement Deed which is attached hereto and incorporated herein as "Attachment 2". The Temporary Construction Easement is legally described in Exhibit "A" and depicted on Exhibit "B" attached to the Temporary Construction Easement which is attached hereto and incorporated herein as Attachment "3". The Permanent Easement shall be in perpetuity. The Temporary Construction Easement shall be on a month to month basis, is estimated to last three (3) months for Phase I and four (4) months for Phase II, and DISTRICT shall provide OWNERS notification upon commencement of its desire to use said Easement Areas. The Permanent Easement and Temporary Construction Easement areas are hereinafter collectively referred to as the "Easement Areas".

OWNERS, upon DISTRICT'S deposit of funds into escrow for the Fee Parcel and Easement Areas, shall grant to DISTRICT, its authorized agents, contractors, and employees possession and use of the Fee Parcel and Easement Areas upon execution of this Agreement, to perform any and all preconstruction activities, including but not limited to surveying, designing and bidding of said Project. OWNERS also grants to DISTRICT upon thirty (30) days prior written notice from DISTRICT, possession and use of the Fee Parcel and Easement Areas to perform maintenance, demolition of existing improvements and construction of proposed and final reconstruction and improvements of said Project. Possession and use includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Fee Parcel and Easement Areas which may be necessary due to said Project.

As consideration for granting fee interest to the Fee Parcel, the Permanent Easement, use of the Temporary Construction Easement and for the loss, replacement, and moving of any and all improvements, DISTRICT shall, as OWNERS' sole remedy for the conveyance of the Fee Parcel, movement of improvements, and utilization of the Easement Areas and Severance Damages, pay the OWNERS a total compensation of FOUR HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$425,200.00). This sum represents the amount agreed upon by the DISTRICT and OWNERS for the settlement which constitutes full satisfaction of any and all DISTRICT obligations to OWNERS, of all claims by the OWNERS on the Property.

The approval of funding and the appropriation by the Santa Barbara County Flood Control and Water Conservation District Board of Directors is an express condition precedent to DISTRICT's duty to purchase. Notwithstanding any other provision in this Agreement, DISTRICT, at DISTRICT's option may extend escrow up to sixty (60) days to permit the funding approval and appropriation by DISTRICT. In the event DISTRICT should decide to exercise this option, DISTRICT shall do so in writing with copies to the Escrow Officer and to the OWNERS.

Within 10 days of execution of this Agreement by DISTRICT, DISTRICT shall deposit with the Escrow Officer (as hereinafter defined) the purchase price and compensation together with an amount sufficient to pay for DISTRICT'S share of prorations, fees, costs, and expenses to be paid by DISTRICT pursuant to this Agreement.

2. **ESCROW AND FEES:**

a. Escrow shall be opened at Chicago Title, 3710 State Street, Suite A, Santa Barbara, California, 93105, ("Escrow Officer"), with escrow instructions to be based upon the terms and conditions set forth herein. This Agreement shall become a part of the Escrow and shall constitute the basic instructions of DISTRICT and OWNERS to the Escrow Officer. However, DISTRICT and OWNERS agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Agreement. On behalf of the DISTRICT, the Director of Public Works, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. In case of conflict between this Agreement and any of said escrow documents, the terms of this Agreement shall govern.

DISTRICT shall open Escrow and deliver this fully-executed Agreement to the Escrow Officer within two (2) weeks of the execution hereof by DISTRICT. OWNERS shall deliver an executed Grant Deed, Permanent Easement Deed and Temporary Construction Easement and Memorandum of Real Property Settlement Agreement, attached hereto and incorporated herein as Attachment "4", to the Escrow Officer within two (2) weeks of the execution hereof by DISTRICT. The date of closing shall be on or before sixty (60) calendar days from the date of opening Escrow, unless otherwise mutually agreed to in writing by the parties. The "Close of Escrow" is defined as:

- i. the recordation of the Grant Deed, which shall vest fee title in the Fee Parcel to the DISTRICT; and
- ii. the concurrent recordation of the Permanent Easement Deed and the Memorandum of Real Property Settlement Agreement; and
- iii. the fully executed Temporary Construction Easement; and
- iv. the payment to OWNERS pursuant to Section 1 herein above.

1. DISTRICT shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Fee Parcel and/or Easement Areas to DISTRICT pursuant to the execution of this Agreement. If a policy of title insurance is desired by DISTRICT, the premium charged therefor shall be paid by DISTRICT. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.

2. OWNERS shall pay all escrow fees in the event that this escrow is canceled by the OWNERS prior to the conveyance of the Fee Parcel and/or Easement Areas to DISTRICT.

3. DISTRICT shall pay all escrow fees in the event that this escrow is canceled by DISTRICT prior to the conveyance of the Fee Parcel and/or Easement Areas to DISTRICT.

b. The Escrow Officer shall be obligated as follows:

1. To release to DISTRICT a certified copy of the Grant Deed, Permanent Easement Deed and Temporary Construction Easement as executed by OWNERS, prior to the Close of Escrow in order to receive "acceptance" by DISTRICT'S Board of Directors of the subject Fee Parcel and Easement Areas; and

2. To obtain reconveyances from any holders of liens against the Fee Parcel; and

3. To record concurrently with the Santa Barbara County Recorder's Office the executed Grant Deed, the executed Permanent Easement Deed, and the executed Memorandum of Real Property Settlement Agreement, and deliver the recorded Grant Deed, Permanent Easement Deed, and Memorandum of Real Property Settlement Agreement, and unrecorded Temporary Construction Easement to DISTRICT; and

4. To provide payment to OWNERS in the amount of SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000) as it relates irrigation system upon request of OWNERS, receipt of documents pursuant to Section 6(h) and notification to the DISTRICT; and

5. To deliver to OWNERS, at the Close of Escrow, the compensation as stated in Section 1 minus payments made pursuant to Section 2(b)(4) above.

3. TITLE AND DEED: Title is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to OWNERS, except:

a. Covenants, conditions, restrictions, and reservations of record approved by DISTRICT.

b. Easements or rights of way over the Fee Parcel for public or quasi-public utility or public street purposes, if any, approved by DISTRICT.

c. All exceptions contained in the preliminary title report as may be approved by DISTRICT.

d. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). Escrow Officer is authorized to pay all delinquent taxes from the amount shown in Section 1, SALE, PURCHASE AND COMPENSATION, herein above. OWNERS understands that pursuant to Section 4986(a)(6), OWNERS may receive after the Close of Escrow, either 1) an unsecured property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse OWNERS for any prepaid property taxes that may be canceled.

The DISTRICT shall pay for the cost of Preliminary Title Reports covering said Property from said Title Company in Section 2 above. DISTRICT shall have the right to review the Preliminary Title Reports and approve or disapprove in writing, those items disclosed in the Preliminary Title Report prior to the Close of Escrow. OWNERS shall have the right within ten (10) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by DISTRICT in its discretion. If OWNERS do not correct any such condition, DISTRICT may, as its sole remedy, terminate this Agreement.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNERS to correct an adverse condition unless OWNERS refuse to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

If OWNERS have and/or request Preliminary Title Reports covering said Property from said Title Company in Section 2 above and/or any other such title company OWNERS shall solely be responsible for costs and expense for such Preliminary Title Reports.

4. **DISTRICT OBLIGATIONS:** The DISTRICT shall be obligated as follows:

a. DISTRICT shall timely deliver to Escrow Officer all documents and fees required to be deposited by DISTRICT under this Agreement.

b. DISTRICT shall assist the OWNERS to ensure that the Fee Parcel is free and clear of any and all liens and encumbrances including the removal of financial indebtedness (excepting taxes, which will be prorated to the Close of Escrow).

c. Upon OWNERS submitting a request for funds as it relates to relocation and installation of irrigation system in accordance with Section 6(h) below, DISTRICT shall have Escrow Officer pay directly to OWNERS a payment in accordance with Section 2(b)(4) above.

d. DISTRICT shall cause to be prepared a legal description and an exhibit map of the remainder parcel(s) and submit to the County Surveyor for review, approval and recordation of a Certificate of Compliance on the remainder(s) of those legal parcel(s) affected by this proposed acquisition identified in Grant Deed recorded April 4, 1985, as instrument number 1985-017098.

5. **OWNERS' REPRESENTATION AND WARRANTIES:** The OWNERS represent and warrant that:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Fee Parcel and/or Easement Areas or pending against OWNERS which could affect OWNERS title of the Fee Parcel and/or Easement Areas, or subject an owner of the Fee Parcel and/or Easement Areas to liability.

b. There are not attachments, execution proceeding, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceeding pending against the OWNERS restricting the Close of Escrow.

c. OWNERS will not subject the Fee Parcel and or Permanent Easement to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Agreement that will not be eliminated prior to the Close of Escrow.

d. OWNER agrees to indemnify, defend and hold harmless DISTRICT and its officers, officials, employees and agents from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising from the existence of hazardous substances (as defined by CERCLA) on the Property as the close of Escrow. This indemnification shall survive this real estate transaction and Agreement, but shall not apply to any contamination which may occur on the Property as a result of the operations of DISTRICT subsequent to the Close of Escrow. OWNERS also agree to indemnify, defend and hold harmless DISTRICT and its officers, officials, employees and agents from and against any and all claims, actions, losses, damages, judgments and/or liabilities to the existing well, or any future wells, within one hundred (100) feet adjacent and/or parallel to the Fee Parcel and Permanent Easement for which the OWNERS waive any and all claims against DISTRICT. This indemnification shall survive this real estate transaction and Agreement and run with the land.

6. **OWNERS OBLIGATIONS:** The OWNERS shall be obligated as follows:

a. OWNERS shall deliver to the Escrow Officer an executed Grant Deed conveying fee interest to the Fee Parcel set forth in Attachment "1". The Grant Deed shall be vested in "Santa Barbara County Flood Control and Water Conservation District".

b. OWNERS shall be obligated to clear any and all tenant or lessee interests in the Fee Parcel whether the interest is recorded or unrecorded prior to Close of Escrow.

c. OWNERS ensure that the Fee Parcel is free and clear of any and all liens and encumbrances including the removal of financial indebtedness (excepting taxes, which will be prorated to the Close of Escrow).

d. OWNERS shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Fee Parcel and any and all taxes, assessments, and levies in respect to the Fee Parcel prior to the Close of Escrow. DISTRICT acknowledges and agrees that there shall be no special assessment against the Property that relate to the period prior to the Close of Escrow as a result of the Project.

e. OWNERS shall deliver to the Escrow Officer an executed Permanent Easement Deed granting a permanent easement set forth in Attachment "2". The Permanent Easement Deed shall be granted to "Santa Barbara County Flood Control and Water Conservation District."

f. OWNERS shall deliver to the Escrow Officer an executed Temporary Construction Easement granting a temporary easement set forth in Attachment "3". The Temporary Construction Easement shall be granted to "Santa Barbara County Flood Control and Water Conservation District."

g. OWNERS shall deliver to the Escrow Officer an executed Memorandum of Real Property Settlement Agreement regarding use of the existing well, or any future wells as set forth in Attachment "4".

h. If OWNERS desire to request funds for relocation and installation of irrigation system prior to the Close of Escrow, pursuant to Section 2(b)(4) above, OWNERS shall, as a condition precedent to payment, have:

- 1) delivered to the Escrow Officer an executed Permanent Easement Deed granting a permanent easement set forth in the attached Attachment "2"; and
- 2) delivered to the Escrow Officer an executed Temporary Construction Easement granting a temporary easement set forth in the attached Attachment "3".

i. OWNERS shall not record any covenants, conditions or restrictions against the Property, including without limitation any application for annexation or development of the Property until Close of Escrow.

j. OWNERS shall be responsible to pay for any and all cost identified as OWNERS costs as contained in this Agreement. OWNERS costs associated with this Agreement shall be paid by OWNERS at the Close of Escrow from the purchase price as stated in Section 1 above.

k. OWNERS shall timely deliver to Escrow Officer all documents required to be deposited by OWNERS under this Agreement.

7. **TIME OF ESSENCE:** Time is of the essence in the performance by the parties in respect to this Agreement.

8. **NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, DISTRICT may also provide notices, documents, correspondence or such other communications to OWNERS by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO OWNERS: Hopkins-Laguna Trust
Attn: Alan & Heidi Dorris
P.O. Box 1166
Valley Center, CA 92082

IF TO DISTRICT: County of Santa Barbara
General Services Dept./Real Property Div.
Attn: Real Property Manager
1105 Santa Barbara Street, 2nd floor
Santa Barbara, CA 93101
Telephone: (805) 568-3065
Facsimile: (805) 568-3249

ESCROW OFFICER: Chicago Title
Attn: Coleen Minor
3710 State Street, Suite A
Santa Barbara, CA 93105
Telephone: (805) 845-7902
Facsimile: (805) 845-2242

9. **SUCCESSORS:** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, executors, successors and assignees of the parties to this Agreement.

10. **ASSIGNMENT PROHIBITION** DISTRICT shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of OWNERS, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 10 shall be null and void.

11. **WAIVERS:** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

12. **CONSTRUCTION:** Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been

prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

13. **FURTHER ASSURANCES:** Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

14. **THIRD PARTY RIGHTS:** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

15. **INTEGRATION:** This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the Property.

16. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

17. **SURVIVAL:** The indemnification provisions of this Agreement shall survive termination and shall be binding on all successor in interest to the property as provided in Section 9 above.

18. **AMENDMENT:** This Agreement may not be amended or altered except by a written instrument executed by DISTRICT and OWNERS.

19. **PARTIAL INVALIDITY:** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

20. **TERMINATION:** DISTRICT shall have the right to terminate this Agreement at any time prior to the Close of Escrow. OWNERS shall have the right to terminate this Agreement following DISTRICT's failure to cure a material breach following ten (10) days written notice.

21. **ATTACHMENTS AND EXHIBITS:** All attachments and exhibits are incorporated in this Agreement by reference.

22. **AUTHORITY OF PARTIES:** All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party. OWNERS represent and warrant that they are collectively the sole owners of the Property or are authorized by the Owners of the Property to execute this Agreement and no additional signatures are required.

23. **GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

24. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Santa Barbara County Recorder's Office until such documents bearing original signatures are received by OWNERS.

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

“DISTRICT”
SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD
Ex Officio Clerk of the Santa Barbara
County Flood Control & Water
Conservation District

By: _____
Peter Adam, Chair
Board of Directors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL


APPROVED AS TO ACCOUNTING FORM:
THEODORE FALLATI, CPA
AUDITOR-CONTROLLER

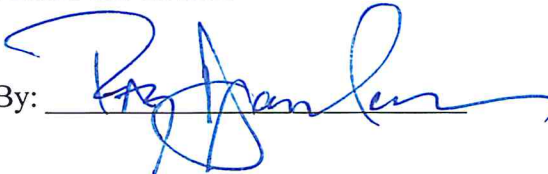
By: 
Deputy County Counsel

By: 
Deputy Auditor-Controller

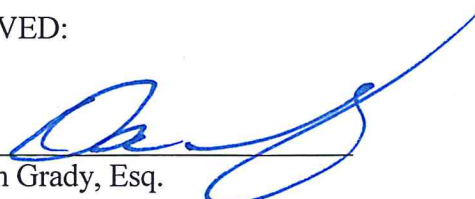
APPROVED:

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
For Scott McGolpin, Director
Public Works Department

By: 

APPROVED:

By: 
Don Grady, Esq.
Real Property Manager

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to:

- A. Accept the foregoing Real Property Settlement Agreement and Escrow Instructions (the "Agreement").
- B. Act as the Escrow Holder under the Agreement for the fees herein described;
- C. Be bound by the Agreement in the performance of its duties as Escrow Holder.

However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the Agreement, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under any amendment to the Agreement unless and until the amendment is accepted by the undersigned in writing.

CHICAGO TITLE COMPANY

By: _____
Coleen Minor

Date: _____

FOR EXHIBIT PURPOSES ONLY

ATTACHMENT

1

FEE PARCEL

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No Fee Pursuant to California
Government Code § 6103 and § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APNs: 117-020-066 & 117-160-027 (portion of)
District Project #SC8042
File No 003703

The undersigned grantor declares	
DOCUMENTARY TRANSFER TAX \$	<u>0</u>
<input type="checkbox"/>	computed on full value of property conveyed, or
<input type="checkbox"/>	computed on full value less liens and encumbrances remaining at the time of sale.
<input checked="" type="checkbox"/>	Unincorporated Area City of Santa Maria

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged HEIDI ANN DORRIS, a married woman, as her sole and separate property and Heidi Dorris as Trustee of the HOPKINS LAGUNA TRUST under Agreement dated December 26, 1984, as GRANTORS, hereby grants to SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, its successors or assigns, as GRANTEE, fee title to that certain land situated in the unincorporated area of the City of Santa Maria, County of Santa Barbara, State of California, more particularly described in Exhibit "A" and depicted on Exhibit "B" hereto, incorporated herein by this reference.

DATE: _____, 2016

"GRANTORS"

Heidi Dorris

Heidi Dorris, Trustee
Hopkins Laguna Trust under Agreement dated December 26, 1984

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: _____ (Seal)

FOR EXHIBIT PURPOSES ONLY



**"EXHIBIT "A"
LEGAL DESCRIPTION**

That certain portion of the land described in Exhibit A Hopkins Laguna Trust in the Modification of Deed of Trust, in the County of Santa Barbara, State of California, recorded March 2, 2012 as Instrument No. 2012-0013642 Official Records of said County, described as follows:

Beginning at a point on the east line of said land, said point being the northwesterly terminus of that certain course described in said Deed as "Thence North 54°30' West 3.06 chains to stake S NO. 5";

Thence 1st, Along said East line, South 53°09'22" East, a distance of 202.60 feet;

Thence 2nd, Along said East line, South 02°05'38" West, a distance of 406.73 feet; thence, to the beginning of a non-tangent curve concave westerly and having a radial center which bears South 88°05'41" West, a distance of 1,050.00 feet;

Thence 3rd, Leaving said east line and along said curve, northerly, through a central angle of 12°51'04" an arc distance of 235.51 feet;

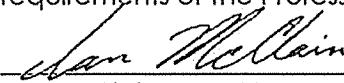
Thence 4th, South 75°14'38" West, a distance of 17.00 feet; thence, to the beginning of a non-tangent curve concave easterly and having a radial center which bears North 66°56'27" East, a distance of 1,750.00 feet;

Thence 5th, Along said curve, Northerly, through a central angle of 10°19'36" an arc distance of 315.41 feet to the **POINT OF BEGINNING**.

Containing 28,849 square feet or 0.66 acres, more or less.

END OF DESCRIPTION

This description was prepared by me or under my direct supervision in conformance with the requirements of the Professional Land Surveyor's Act on this 19th day of January, 2016.



Ian McClain, PLS 8310



APN 117-020-066

APN 117-020-078

POINT OF BEGINNING

PARCEL 3
2494 O.R. 1230

LOT 10

RADIAL
N 77°16'03" E

APN 117-020-060

SEGMENT TABLE			
LINE/ CURVE	LENGTH	DIRECTION/ DELTA	RADIUS
S1	202.60'	S53°09'22"E	-
S2	406.73'	S02°05'38"W	-
S3	235.51'	12°51'04"	1050.00'
S4	17.00'	S75°14'38"W	-
S5	315.41'	10°19'36"	1750.00'

S5

LOT 4

PARCEL 3
2494 O.R. 1230

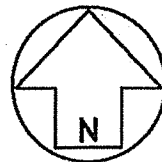
APN 117-160-027



S 88°05'41" W
RADIAL

APN 117-160-048

APN 117-160-050



SCALE: 1" = 100'

EXHIBIT B
OF
FEE PARCEL
WEST GREEN CANYON
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA



**"EXHIBIT "A"
LEGAL DESCRIPTION**

That certain portion of the land described in Exhibit A Hopkins Laguna Trust in the Modification of Deed of Trust, in the County of Santa Barbara, State of California, recorded March 2, 2012 as Instrument No. 2012-0013642 Official Records of said County, described as follows:

Beginning at a point on the east line of said land, said point being the northwesterly terminus of that certain course described in said Deed as "Thence North 54°30' West 3.06 chains to stake S NO. 5", said point also being the beginning of a curve concave easterly and having a radial center of which bears North 85°18'37" East, a distance of 2,220.00 feet;

Thence 1st, Leaving said east line and along said curve, northerly, through a central angle of 05°39'34" an arc distance of 219.28 feet;

Thence 2nd, North 02°11'03" East, a distance of 2,225.08 feet;

Thence 3rd, North 05°01'39" East, a distance of 114.16 feet;

Thence 4th, North 01°43'45" East, a distance of 840.53 feet;

Thence 5th, North 02°22'17" East, a distance of 1,221.01 feet;

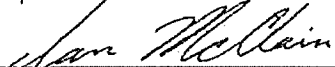
Thence 6th, North 07°10'40" East, a distance of 58.73 feet to a point on said east line;

Thence 7th, Along said east line, South 02°05'38" West, a distance of 4,677.77 feet to the **POINT OF BEGINNING.**

Containing 49,977 square feet or 1.15 acres, more or less.

END OF DESCRIPTION

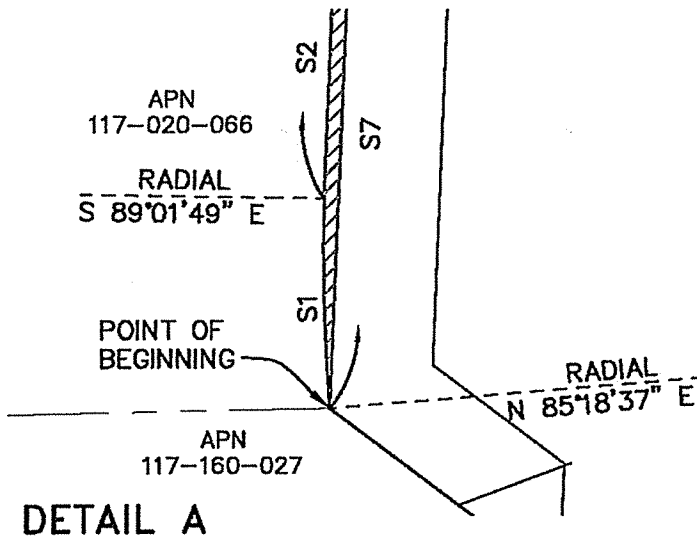
This description was prepared by me or under my direct supervision in conformance with the requirements of the Professional Land Surveyor's Act on this 19th day of January, 2016.



Ian McClain, PLS 8310



SEGMENT TABLE			
LINE/ CURVE	LENGTH	DIRECTION/ DELTA	RADIUS
S1	219.28'	5°39'34"	2220.00'
S2	2225.08'	N02°11'03"E	--
S3	114.16'	N05°01'39"E	--
S4	840.53'	N01°43'45"E	--
S5	1221.01'	N02°22'17"E	--
S6	58.73'	N07°10'40"E	--
S7	4677.77'	S02°05'38"W	--



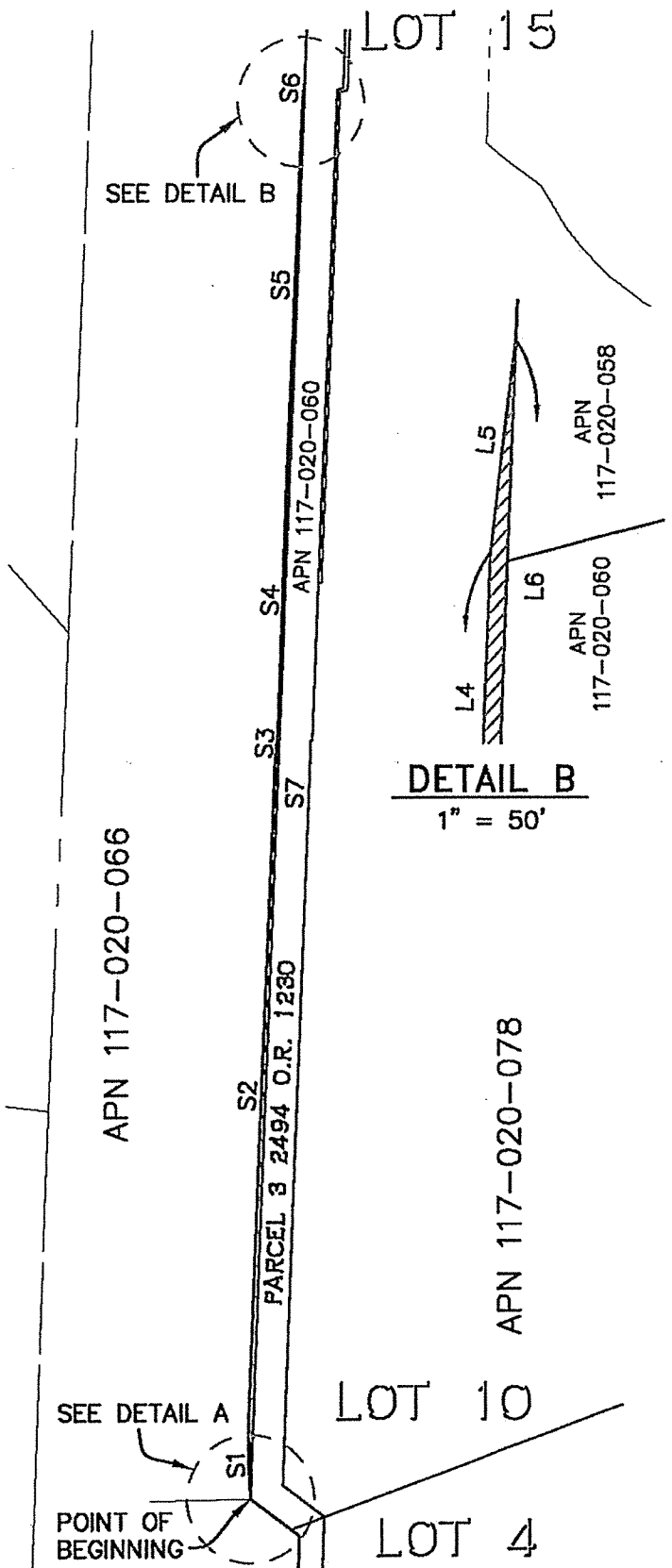
DETAIL A

1" = 200'



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

2064020643 DWG: 20643LEGAL-EXH-B.dwg



DETAIL B

1" = 50'

EXHIBIT B

OF
FEE PARCEL
WEST GREEN CANYON
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

SCALE: 1" = 600'

PLOT DATE: 1/19/2016

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated as of _____, 2016, from HEIDI ANN DORRIS, a married woman, as her sole and separate property and Heidi Dorris as Trustee of the HOPKINS LAGUNA TRUST under Agreement dated December 26, 1984, as GRANTORS to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, its successors or assigns, as GRANTEE, is hereby accepted by order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on _____, 2016, and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2016

MONA MIYASATO
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of the
Directors of the Santa Barbara County
Flood Control and Water
Conservation District

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GRIZZONI
COUNTY COUNSEL

By: _____
Johannah L. Hartley.
Deputy County Counsel

FOR EXHIBIT PURPOSES ONLY

A T T A C H M E N T

2

PERMANENT EASEMENT

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No Fee Pursuant to California
Government Code § 6103 and § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APNs: 117-160-027 and -039(portion of)
District Project #SC8042
File No 003703

EASEMENT DEED
(PERMANENT EASEMENT)

HEIDI ANN DORRIS, a married woman, as her sole and separate property and Heidi Dorris as Trustee of the HOPKINS LAGUNA TRUST under Agreement dated December 26, 1984, as GRANTORS, owner of all that real property in an unincorporated area of the City of Santa Maria, County of Santa Barbara, State of California, more particularly described as County Assessor's Parcel Numbers 117-160-027 & -039, (the "Property"), as GRANTORS herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, its successors and assigns, as GRANTEE herein, a permanent easement and right-of-way in perpetuity for flood control purposes, in, on, over, under, along, and across a portion of the Property to provide access, including, but not limited to, ingress and egress, and for the excavation, removal, demolition, and alteration of facilities, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements as required for the Unit II Capacity Improvement Project (Project # SM8313), and subsequently for water flowage, flood control and all related purposes ("GRANTEE's Facilities"). The permanent easement areas (the Easement Areas") containing approximately 1.51 acres, granted hereby is more particularly described in Exhibits "A" and depicted on Exhibits "B" attached hereto and incorporated herein by this reference.

GRANTORS and their successors in interest retain the right to use the easement area except that within the easement area, no permanent improvements, fences, vegetation or permanent encroachments of any kind can be erected or other use made which would interfere with the present or future surface and subsurface rights granted herein.

Notwithstanding the foregoing, GRANTOR shall have the right to use and maintain the Permanent Easement area which is not encumbered by flood control facilities for ingress and egress, temporary parking, hardscape and landscape. GRANTEE's rights to the Permanent Easement used and maintained by the GRANTOR are not diminished by this acknowledgement.

GRANTEE shall have the right to clear or keep clear from the easement area all buildings, structures and facilities which interfere with the use of the easement area at the expense of whoever is responsible for the installation of same. GRANTEE its successors, assigns, contractors and employees shall have the right, but not the obligation to maintain, trim and cut trees, shrubs, vegetation and roots, if any, as may endanger or interfere with the operation or use of the GRANTEE's Facilities within and above the easement area, provided however that GRANTEE shall make the least injury and damage to the surface of the ground and vegetation as is reasonably practical and restore the surface of the ground and vegetation to as near the same condition as it was prior to the above referenced work as is practicable.

Upon the recordation of this Easement Deed, GRANTOR shall indemnify, defend and hold harmless GRANTEE, its officers, officials, employees, agents, successors, and assigns from and against any and all claims, actions, losses, damages, judgments, liabilities, demands, and/or costs, arising from the condition of the easement area, including contamination by hazardous substances (as defined by CERCLA), and for personal injury and/or death or property damage related to GRANTOR's activities or use of the Easement Areas, except to the extent caused by GRANTEE's sole negligence or willful misconduct.

Upon the recordation of this Easement Deed, GRANTEE shall indemnify, defend, and hold harmless GRANTOR, its officers, officials, employees, agents, successors, and assigns from and against any and all claims, actions, losses, damages, judgments, liabilities, demands, and/or costs, arising from the condition of the easement area, including contamination by hazardous substances (as defined by CERCLA), and for personal injury and/or death or property damage related to GRANTEE's activities or use of the Easement Areas, except to the extent caused by GRANTOR's sole negligence or willful misconduct.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: _____, 2016

"GRANTOR"

Heidi Dorris

Heidi Dorris, Trustee
Hopkins Laguna Trust under Agreement dated December 26, 1984

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2016, before me, _____, Notary Public,
personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same in her authorized
capacity, and that by her signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: _____ (Seal)

FOR EXHIBIT PURPOSES ONLY



EXHIBIT A
LEGAL DESCRIPTION

Page 1 of 2

That certain portion of the land described in Exhibit A Hopkins Laguna Trust in the Modification of Deed of Trust, in the County of Santa Barbara, State of California, recorded March 2, 2012 as Instrument No. 2012-0013642 Official Records of said County, described as follows:

Beginning at a point on the east line of said land, said point being the northwesterly terminus of that certain course described in said Deed as "Thence North 54°30' West 3.06 chains to stake S NO. 5"; thence, along said East line, South 53°09'22" East, a distance of 202.60 feet; thence, along said East line, South 02°05'44" West, a distance of 406.73 feet to the beginning of a non-tangent curve concave westerly and having a radial center which bears South 88°05'41" West, a distance of 1,050.00 feet, and the **TRUE POINT OF BEGINNING**;

Thence 1st, Leaving said east line and along said curve, northerly, through a central angle of 12°51'04" an arc distance of 235.51 feet;

Thence 2nd, South 75°14'38" West, a distance of 17.38 feet; thence, to the beginning of a non-tangent curve concave westerly and having a radial center which bears South 75°14'38" West, a distance of 1,032.67 feet;

Thence 3rd, Along said curve, Southerly, through a central angle of 13°15'49" an arc distance of 239.05 feet;

Thence 4th, South 00°21'49" West, a distance of 127.20 feet;

Thence 5th, South 01°11'27" West, a distance of 49.19 feet;

Thence 6th, South 01°59'46" West, a distance of 350.37 feet;

Thence 7th, South 02°07'48" West, a distance of 499.97 feet;

Thence 8th, South 02°16'43" West, a distance of 499.99 feet;

Thence 9th, South 02°09'46" West, a distance of 500.04 feet;

Thence 10th, South 02°07'18" West, a distance of 500.07 feet;

Thence 11th, South 01°58'08" West, a distance of 499.67 feet;

Thence 12th, South 02°11'39" West, a distance of 500.31 feet;

Thence 13th, South 02°12'04" West, a distance of 500.13 feet;

Thence 14th, South 02°11'28" West, a distance of 400.59 feet;

Thence 15th, South 03°01'00" West, a distance of 40.25 feet;

Thence 16th, South 01°29'22" West a distance of 46.40 feet, to the northerly right of way of State Highway 166 (Main Street) as defined on the Cal Trans Right of Way Map "SB Route 166, Post Mile 5.1" Sheet 7 of 13;



**EXHIBIT A
LEGAL DESCRIPTION**

Page 2 of 2

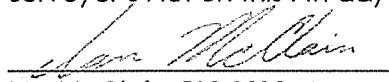
Thence 17th, South 83°26'39" East, along said right of way, a distance of 9.35 feet to the intersection of said right of way and the east line of said land;

Thence 18th, North 02°05'38" East, along the east line of said land a distance of 4,523.22 feet to the **POINT OF BEGINNING**.

Containing 65,643 square feet or 1.51 acres, more or less.

END OF DESCRIPTION

This description was prepared by me or under my direct supervision in conformance with the requirements of the Professional Land Surveyor's Act on this 7th day of March, 2016.

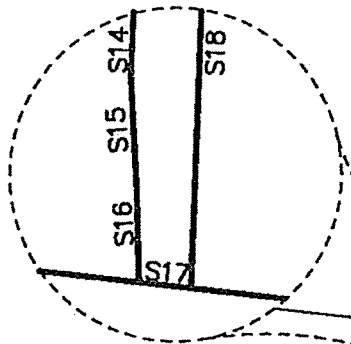
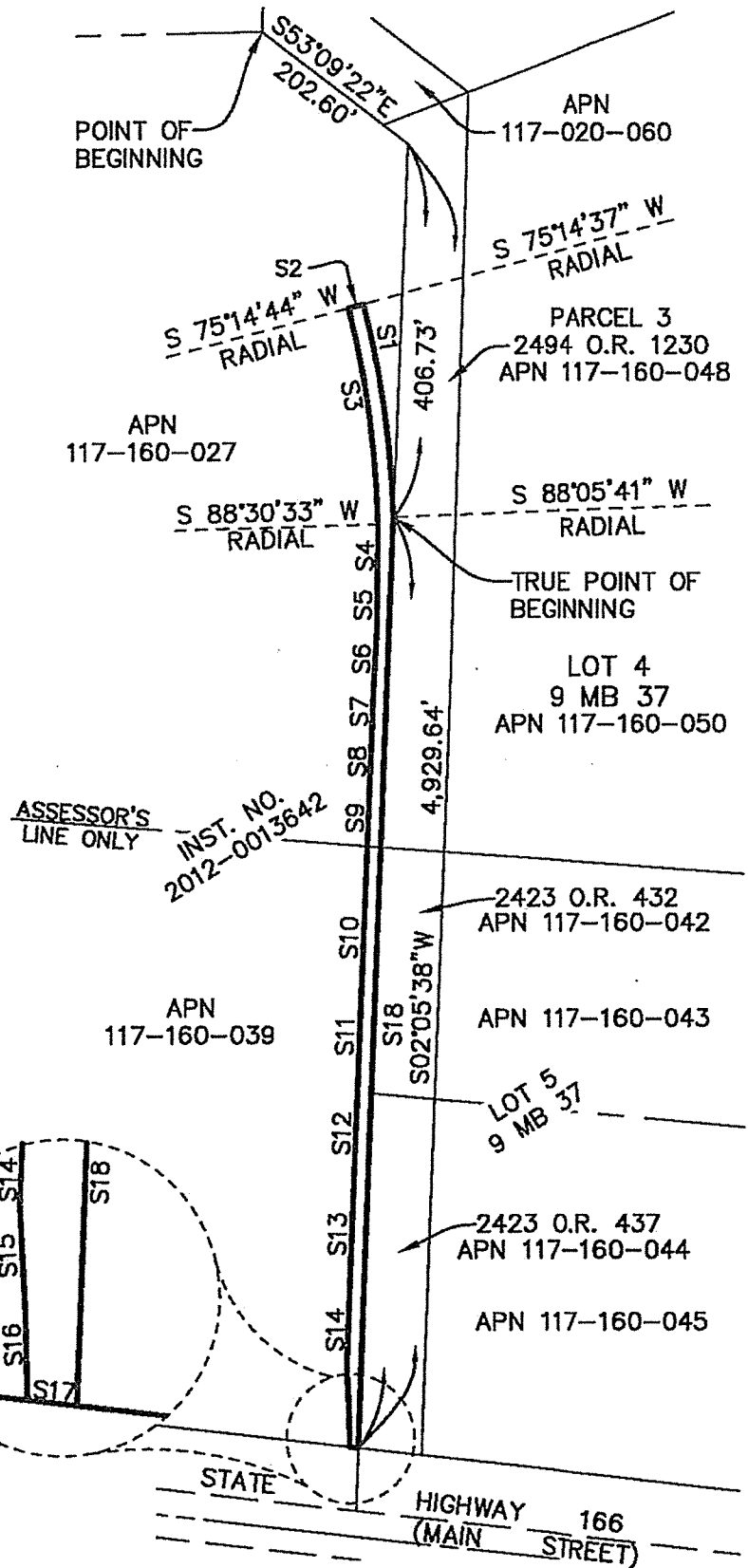


Ian McClain, PLS 8310

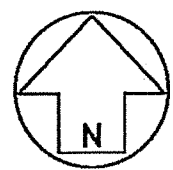


SEGMENT TABLE

LINE/ CURVE	DIRECTION/ DELTA	LENGTH	RADIUS
S1	12°51'04"	235.51'	1,050.00'
S2	S75°14'38"W	17.38'	—
S3	13°15'49"	239.05'	1,032.67'
S4	S0°21'49"W	127.20'	—
S5	S1°11'27"W	49.19'	—
S6	S1°59'46"W	350.37'	—
S7	S2°07'48"W	499.97'	—
S8	S2°16'43"W	499.99'	—
S9	S2°09'46"W	500.04'	—
S10	S2°07'18"W	500.07'	—
S11	S1°58'08"W	499.67'	—
S12	S2°11'39"W	500.31'	—
S13	S2°12'04"W	500.13'	—
S14	S2°11'28"W	400.59'	—
S15	S3°01'00"E	40.25'	—
S16	S1°29'22"E	46.40'	—
S17	S83°26'39"E	9.35'	—
S18	N2°05'38"E	4,523.22'	—



2646 Santa Maria Way, Suite 107, Santa Maria, CA 93455
 Phone: (805) 925-2345 Fax: (805) 925-1539
 2064020643 DWG: 20643LEGAL-EXH-B.dwg



NOT TO SCALE

EXHIBIT B
 OF
 PERMANENT EASEMENT
 WEST GREEN CANYON
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

PLOT DATE: 3/7/2016

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated as of _____, 2016, from HEIDI ANN DORRIS, a married woman, as her sole and separate property, and Heidi Dorris as Trustee of the HOPKINS LAGUNA TRUST under Agreement dated December 26, 1984, as GRANTOR, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, its successors or assigns, as GRANTEE, is hereby accepted by order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on _____, 2016, and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2016

MONA MIYASATO
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of the
Directors of the Santa Barbara County
Flood Control and Water
Conservation District

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GRIZZONI
COUNTY COUNSEL

By: _____
Johannah L. Hartley.
Deputy County Counsel

FOR EXHIBIT PURPOSES ONLY

ATTACHMENT
3
TEMPORARY CONSTRUCTION
EASEMENT

TEMPORARY CONSTRUCTION
EASEMENT

(NOT FOR RECORDATION)

HEIDI ANN DORRIS, a married woman, as her sole and separate property and Heidi Dorris as Trustee of the Hopkins Laguna Trust under Agreement dated December 26, 1984, as GRANTORS, owner of all that real property in an unincorporated area of the City of Santa Maria, County of Santa Barbara, State of California, more particularly described as County Assessor's Parcel Numbers 117-160-027 & -039, as GRANTORS herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, its successors and assigns, as GRANTEE herein, a temporary construction easement and right-of-way for flood control purposes, in, on, over, under, along, and across a portion of the Property for the excavation, removal, demolition, and alteration of facilities, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements as required for the Unit II Capacity Improvement Project (Project # SM8313), and subsequently for water flowage, flood control and all related purposes ("GRANTEE's Facilities"). The temporary construction easement areas containing approximately 2.92 acres granted hereby is more particularly depicted on Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

This temporary construction easement shall be for two separate and independent Phases. Phase I (Exhibit "A"), temporary construction easement area is approximately 0.23 acres. Phase II (Exhibit "B"), temporary construction easement area is approximately 2.69 acres.

As consideration for the granting this temporary construction easement GRANTORS shall be compensated pursuant to Section 1., SALE, PURCHASE AND COMPENSATION of the Real Property Settlement Agreement and Escrow Instructions by and between the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, and HEIDI ANN DORRIS, a married woman, as her sole and separate property and Heidi Dorris as Trustee of the Hopkins Laguna Trust under Agreement dated December 26, 1984.

Phase I is contemplated to commence August 2016, and shall be for a period of three (3) months, which shall begin on the date maintenance and reconstruction of said existing channel improvements actually commences on the easement area. This temporary construction easement for Phase I shall terminate upon the completion by the GRANTEE performing the above-mentioned work. However, in the event that maintenance and reconstruction is not completed within said three (3) month period, the temporary construction easement shall be extended for one (1) additional month. If temporary construction easement is extended for one (1) additional month GRANTORS shall be compensated ONE THOUSAND ONE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$1,165.00), for said additional month.

Phase II is contemplated to commence September 2017, and shall be for a period of four (4) months, and will commence on the date stated in the GRANTEE's written notice to the GRANTORS of the start of construction, which notice shall be provided to GRANTORS within thirty (30) days prior to the commencement of said construction. Phase II Temporary Construction Easement shall terminate upon the filing of a "Notice of Completion" by the contractor performing the above-mentioned work and/or upon GRANTEE notifying GRANTORS of termination of said Temporary Construction Easement.

However, in the event that Phase II is not completed within said four (4) month period, the temporary construction easement shall be extended for one (1) additional month. If temporary construction easement is extended for one (1) additional month GRANTORS shall be compensated ONE THOUSAND ONE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$1,165.00), for said additional month.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

"GRANTORS"

Heidi Dorris

Heidi Dorris, Trustee
Hopkins Laguna Trust under Agreement dated December 26, 1984

Phase I is contemplated to commence August 2016, and shall be for a period of three (3) months, which shall begin on the date maintenance and reconstruction of said existing channel improvements actually commences on the easement area. This temporary construction easement for Phase I shall terminate upon the completion by the GRANTEE performing the above-mentioned work. However, in the event that maintenance and reconstruction is not completed within said three (3) month period, the temporary construction easement shall be extended for one (1) additional month. If temporary construction easement is extended for one (1) additional month GRANTORS shall be compensated ONE THOUSAND ONE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$1,165.00), for said additional month.

Phase II is contemplated to commence September 2017, and shall be for a period of four (4) months, and will commence on the date stated in the GRANTEE's written notice to the GRANTORS of the start of construction, which notice shall be provided to GRANTORS within thirty (30) days prior to the commencement of said construction. Phase II Temporary Construction Easement shall terminate upon the filing of a "Notice of Completion" by the contractor performing the above-mentioned work and/or upon GRANTEE notifying GRANTORS of termination of said Temporary Construction Easement.

However, in the event that Phase II is not completed within said four (4) month period, the temporary construction easement shall be extended for one (1) additional month. If temporary construction easement is extended for one (1) additional month GRANTORS shall be compensated ONE THOUSAND ONE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$1,165.00), for said additional month.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

"GRANTORS"

Heidi Dorris

Heidi Dorris, Trustee
Hopkins Laguna Trust under Agreement dated December 26, 1984

EXHIBIT "A"
PHASE I

APN: 117-020-027

APN: 117-020-060

20'

332.62'

62.98'

APN: 117-160-027

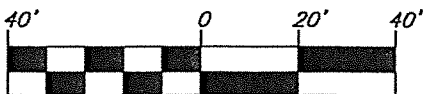
APN: 117-160-048



SCALE: 1" = 100'



TEMPORARY CONSTRUCTION EASEMENT
APPROX. EASEMENT AREA=9,991 sq.ft.

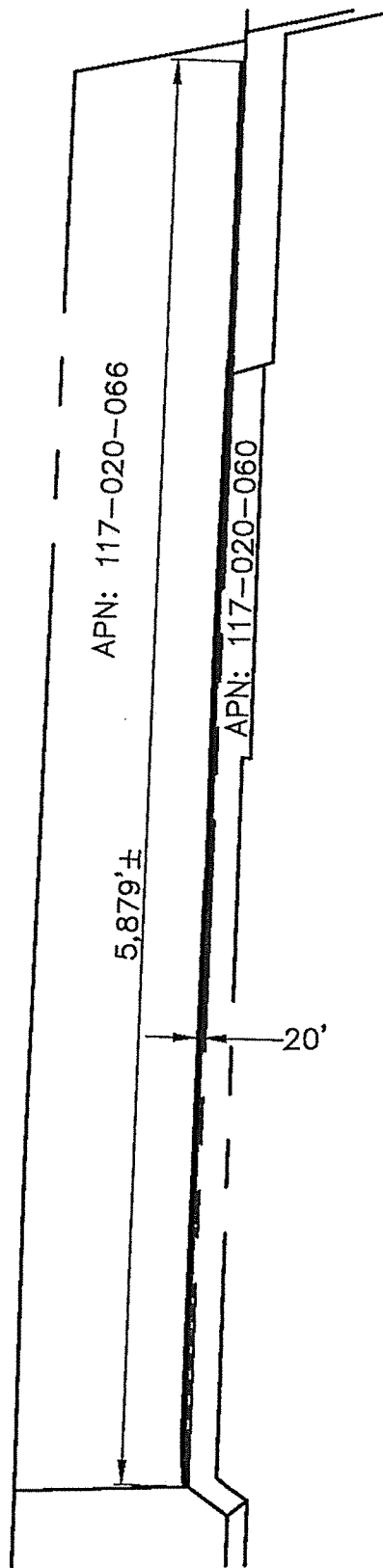


GRAPHIC SCALE

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE

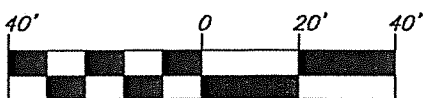
**TEMPORARY
CONSTRUCTION EASEMENT
SANTA BARBARA COUNTY
FLOOD CONTROL DISTRICT
APN: 117-160-027
SANTA BARBARA COUNTY, CALIFORNIA**

EXHIBIT "B"
PHASE II



NOT TO SCALE

 TEMPORARY CONSTRUCTION EASEMENT
APPROX. EASEMENT AREA=117,184 sq.ft.



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE

**TEMPORARY
CONSTRUCTION EASEMENT
SANTA BARBARA COUNTY
FLOOD CONTROL DISTRICT
APN: 117-020-066
SANTA BARBARA COUNTY, CALIFORNIA**

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated as of _____, 2016, from HEIDI ANN DORRIS, a married woman, as her sole and separate property, and Heidi Dorris as Trustee of the HOPKINS LAGUNA TRUST under Agreement dated December 26, 1984, as GRANTOR, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, its successors or assigns, as GRANTEE, is hereby accepted by order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on _____, 2016, and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2016

MONA MIYASATO
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of the
Directors of the Santa Barbara County
Flood Control and Water
Conservation District

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Johannah L. Hartley.
Deputy County Counsel

ATTACHMENT

4

MEMORANDUM OF REAL
PROPERTY SETTLEMENT
AGREEMENT

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No Fee Pursuant to California
Government Code § 6103 and § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APNs: 117-020-066, -039 & 117-160-027
District Project#SM8313
File No 003703

MEMORANDUM OF REAL PROPERTY SETTLEMENT AGREEMENT

HEIDI ANN DORRIS, a married woman, as her sole and separate property and Heidi Dorris as Trustee of the Hopkins Laguna Trust under Agreement dated December 26, 1984, as OWNERS, of land situated in the unincorporated area outside of the City of Santa Maria, County of Santa Barbara, State of California, more particularly described in Exhibit "A" and as depicted on Exhibit "B" attached hereto and incorporated herein by this reference, have executed a "Real Property Settlement Agreement and Escrow Instructions," dated June 21, 2016, with the Santa Barbara County Flood Control and Water Conservation District, a dependent special district of the County of Santa Barbara, hereinafter DISTRICT, in which, for valuable consideration, OWNERS and their heirs, personal representatives, executors, successors and assigns, agreed to indemnify, defend and hold harmless DISTRICT and its officers, officials, employees and agents from and against any and all claims, actions, losses, damages, judgments and/or liabilities to the existing well, or any future wells, within one hundred (100) feet adjacent and/or parallel to the Fee Parcel (recorded as instrument number _____) and Permanent Easement (recorded as instrument number _____) for which the OWNERS waive any and all claims against DISTRICT. This indemnification shall survive this real estate transaction and Agreement and run with the land."

DATE: _____, 2016

"OWNERS"

Heidi Dorris

Heidi Dorris, Trustee
Hopkins Laguna Trust under Agreement
dated December 26, 1984

“DISTRICT”
SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

By: _____
Peter Adam, Chair
Board of Directors

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD
Ex Officio Clerk of the Santa Barbara
County Flood Control & Water
Conservation District

By: _____
Deputy

FOR EXHIBIT PURPOSES ONLY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: _____ (Seal)

FOR EXHIBIT PURPOSES ONLY

EXHIBIT "A"
Legal Description

(To be Inserted)

EXHIBIT "B"

Map Depiction

(To be Inserted)

