

District Project: Las Vegas and San Pedro Creeks Capacity Improvement Project, Transition Structure
District Project #: 077-241-008
APN: 003733
Real Prop. File: 003733

TEMPORARY ENTRY PERMIT
(NOT FOR RECORDATION)

SUSAN T. NEUMAN, owner of all that real property in the City of Goleta, County of Santa Barbara, State of California, commonly known as 25 Carlo Drive, and more particularly described as Santa Barbara County Assessor's Parcel Number 077-241-008 (herein the "Property"), and referred to as OWNER herein, on behalf of themselves, their successors and assigns,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

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, its successors, assigns, authorized agents, contractors, officers and employees (hereinafter referred to as "DISTRICT"), a right of entry, including the right to enter, store materials and equipment, move workers, equipment, and materials over, within and upon a portion of the Property. The Property and the approximate area covered by this Temporary Entry Permit (the "Portion") are identified on the exhibit map attached hereto and incorporated herein.

This Temporary Entry Permit ("Permit") shall cover the Portion of approximately 420 square feet and shall be for the purpose of creek improvements, repair, replacement, installation, landscaping, erosion protection, and related improvements (hereinafter "District Improvements") for a multijurisdictional project between the District, California Department of Transportation (Caltrans), and the City of Goleta to reduce the risk of potential future flooding along San Pedro and Las Vegas Creeks during major storm and rainfall events; on a portion of the Property in connection with the Las Vegas and San Pedro Creeks Capacity Improvement Project, Transition Structure hereinafter referred to as "Project", and for such other purposes as may be incidental to such activities for the Project. This Permit shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of the above temporary rights, DISTRICT shall compensate OWNER in the amount of ONE THOUSAND DOLLARS (\$1,500.00), a one-time payment, within ten (10) working days prior to the commencement of the Project.
2. It is contemplated that this Permit shall be for a period of three (3) months and will commence on the date stated in DISTRICT'S written notice to OWNER of the start of construction, which notice shall be provided to OWNER at least fourteen (14) calendar days in

advance of said construction. The DISTRICT will make every effort to complete construction within said three (3) month period; however, in the event that construction is not completed within said three (3) month period, the term of this Permit may be extended by DISTRICT for up to three (3) months at one (1) month intervals. If extensions are required DISTRICT shall notify OWNER of the extension(s) no less than fourteen (14) calendar days in advance of the then current termination date.

In the event DISTRICT extends the term of this Permit, then DISTRICT shall pay OWNER FIVE HUNDRED and 00/100 Dollars (\$500.00) rent for each monthly extension. Payment shall be made within thirty (30) days of delivery of the extension notice to OWNER.

3. Prior to commencement of the Project, DISTRICT shall have:
 - a. Installed temporary fencing with privacy screen along the eastern portion of the temporary construction area between the existing building, on the north, to the existing wooden fence, on the south, and maintain said fencing for the duration of the Project.
 - b. Restriped the existing handicap stall to be the van accessible loading zone and identify the existing standard parking stall adjacent to the temporary van accessible loading zone to become handicap stall.
4. The OWNER agrees to keep the Portion free of personnel, materials or objects that may obstruct construction during the term of this Permit.
5. The DISTRICT, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during DISTRICT'S entry thereon.
6. By DISTRICT'S exercise of this Permit, OWNERS assumes no liability for loss or damage to DISTRICT'S property, or injury to or death of any agent, employee, or contractor of DISTRICT, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNER'S negligence or other wrongful act.
7. DISTRICT agrees to defend, indemnify and hold OWNERS harmless from any claims or damages resulting from DISTRICT 'S use of the Property, unless said claims or damages are as a result, in part or wholly of the OWNER'S negligence or other wrongful act.
8. DISTRICT, its authorized agents, employees and contractors shall replace and/or repair any improvements on OWNER'S property, destroyed, damaged, or relocated as a result of the rights granted under this Permit, including the one (1) standard parking stall, one (1) handicap stall and handicap van accessible loading zone, wooden fencing along and adjacent to the Portion and the asphalted area of the Portion. If any improvements are damaged or removed by DISTRICT, its authorized agents, employees and contractors, they shall be restored or replaced by DISTRICT to as near the original condition and location as is practicable. If any mature trees are removed or damaged to the extent that they do not survive, DISTRICT shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNER'S sole remedy. This shall include the existing tree outside the Portion adjacent to the west side of the building.

9. Signatories for the OWNER(S) do hereby certify that they are, collectively, the sole owner of the Property; or warrant that they are authorized to sign on behalf of the OWNER, have communicated the contents, rights and duties of this Permit to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

OWNER:

DISTRICT:

Signature

Signature

Susan T. Neuman/Owner
Print Name/Title

Scott D. McGolpin/Public Works Director
Print Name/Title

121 Bathe Street #D3
Address

123 East Anapamu Street
Address

Santa Barbara CA 93101
City, State, Zip

Santa Barbara, CA 93101
City, State, Zip

Date

Date

