

RIGHT OF WAY CONTRACT - STATE HIGHWAY - PERMANENT EASEMENT

RW 8-4 (Rev. 7/96)

Page 1 of 3

Carpinteria _____, California

_____, 20_____

Santa Barbara County Flood
Control and Water Conservation District

Grantor(s)

District	County	Route	Post Mile	Exp Auth
5	SB	101	3.30	4482U9

PROJECT: 0500000543 9

THIS DOCUMENT NO. 11452-1 in the form of a PERMANENT SOUNDWALL EASEMENT, covering the property particularly described in Clause 3 below has been executed and delivered to Donna J. Andersen, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.
2. The State shall pay the undersigned grantor(s) the sum of \$1,500.00 for this Permanent Easement of 270 square feet.
 - (A) State shall pay all escrow, notary and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor.
3. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined in color on the Appraisal Map attached hereto and made a part hereof, for the purpose of constructing and maintaining a 12-foot soundwall along the rear property boundary.
4. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Permanent Easement as described in Clause 3 above and that they have the exclusive right to grant this Permanent Easement.
5. The State agrees to indemnify and hold harmless the grantor(s) from any liability arising out of the State's operations under this agreement. The State further agrees to assume responsibility for any damages proximately caused by reason of State's operation under this agreement and State will, at its option, either repair or pay for such damage.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on 7-01-2013 or the close of escrow controlling this transaction, whichever occurs first, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

7. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 5 Office, 50 Higuera Street, San Luis Obispo, CA 93401-5415.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Santa Barbara County Flood Control

and Water Conservation District signature

page attached.

Grantor(s)

RECOMMENDED FOR APPROVAL:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
DONNA J. ANDERSEN
Right of Way Agent
Acquisition Branch

By _____
NANCY JOHNSON, Chief
San Luis Obispo Acquisition Branch
Right of Way

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Part of Document No. 11452-1

IN WITNESS WHEREOF, COUNTY and the State of California have executed this Right of Way Contract by the respective authorized officers as set forth herein, to be effective as of the date executed by the State.

"GRANTOR"

Santa Barbara County Flood Control
and Water Conservation District

Deputy
CHANDRA L. WALLAR,
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Water Agency

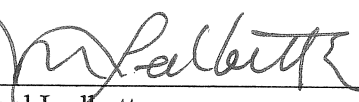
Chair, Board of Directors

Date: _____

By: _____

Printed name of Deputy

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By:  _____
Michael Ledbetter
Deputy County Counsel

ACKNOWLEDGMENT

State of California

County of _____

On _____, before me, _____, a
(Name of Deputy Clerk)

Deputy Clerk, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument,
the person(s) or the entity upon behalf of which the person(s) 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.

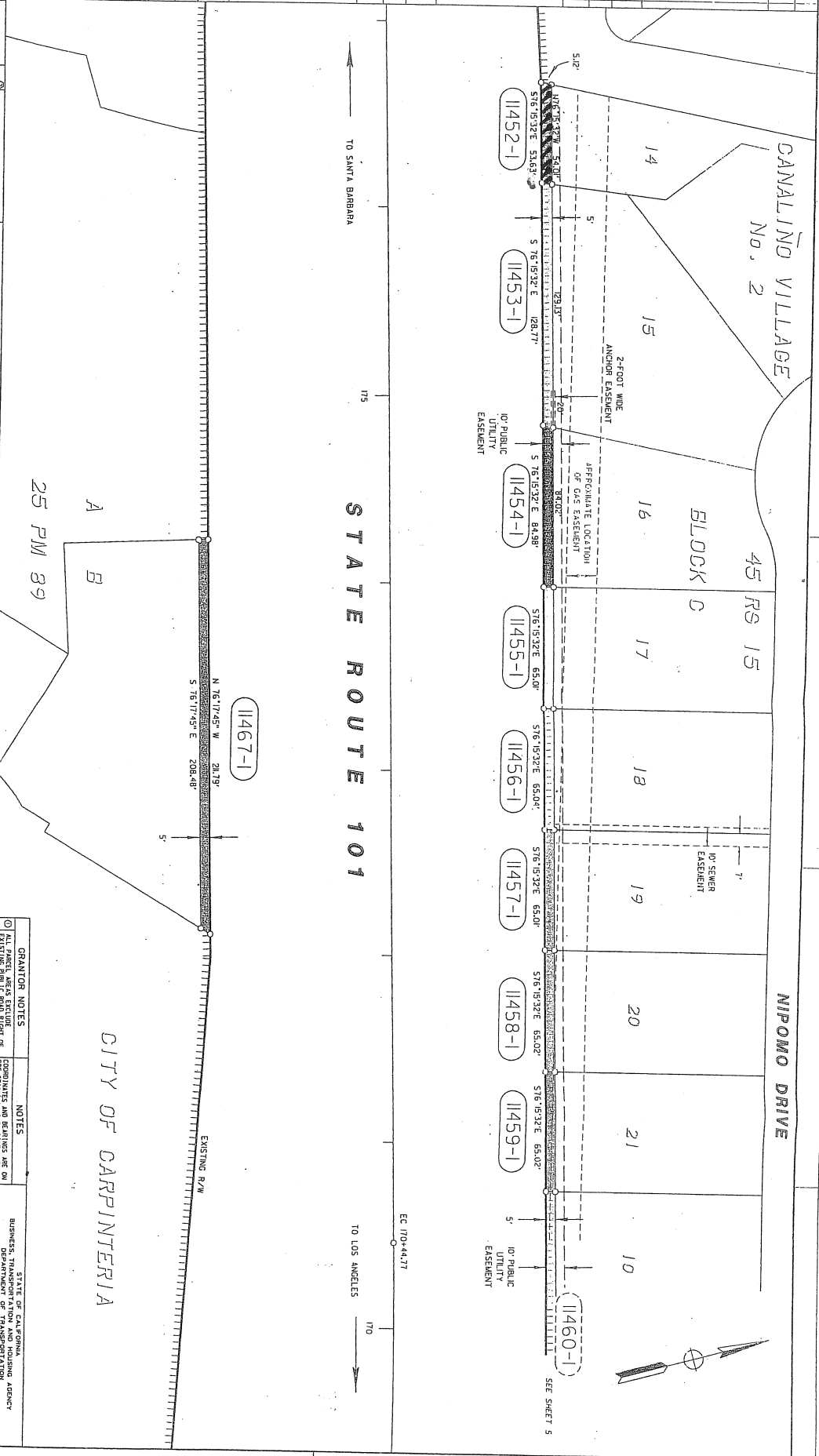
Witness my hand and Official seal.

CHANDRA L. WALLAR,
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

Signature: _____ (Seal)

DATE	REVISIONS	BY/CK	LS*	DATE	REVISIONS	BY/CK	LS*	DATE	REVISIONS	BY/CK	LS*	DATE	REVISIONS	BY/CK	LS*
02/24/78	MODIFY PARCEL 1092-1														

PARCEL #	TITLE	GRANTOR	TOTAL	AREAS (ft ² =square Feet)	REMARKS	TYPE	RECORDATION
				REQUIRED	REMAINDER		DOC.#
1092-1	WE COUNTY FLOOD CONTROL		15,246 ft ²	270 ft ²			
1092-2	WE ARELLANES, HENRY		12,632 ft ²	645 ft ²			
1092-3	WE PEREA, GABRIEL & HILDA		8,712 ft ²	423 ft ²			
1092-4	WE VALDIVIA, GUSTAVO		7,841 ft ²	326 ft ²			
1092-5	WE REYES, DANIEL & JENNIFER		7,841 ft ²	326 ft ²			
1092-6	WE KENDALL, EARL		7,841 ft ²	326 ft ²			
1092-7	WE VANDENBERGER, SUSAN		7,405 ft ²	326 ft ²			
1092-8	WE GONZALES, JOHN & JESUS		7,405 ft ²	326 ft ²			
1092-9	WE HERRERA, BARBARA		15,682 ft ²	1051 ft ²			



GRANTOR NOTES	NOTES
1. ALL PAGES ARE TO BE EXAMINED FOR ANY UNLESS OTHERWISE NOTED. 2. ACQUISITION RIGHTS ONLY. 3. For all Easement Encumbrances.	COORDINATES AND BEARINGS ARE ON STATE PLANS AND ARE TO BE USED AS A GUIDE ONLY. THE BEARINGS AND DISTANCES ARE TO BE OBTAINED FROM THE SURVEYOR'S RECORD.

STATE OF CALIFORNIA
 BUSINESS AND PROFESSIONS AGENCY
 DEPARTMENT OF LAND ACQUISITION

APPRaisal MAP

DATE	BY	SCALE	FOOT	INCHES
5/20/77	SA	1" = 3.30'	6	6

LAST REV. 5/20/77
 E.A. 44802