

RIGHT-OF-WAY AGREEMENT

This Agreement is entered into between the County of Santa Barbara, a political subdivision of the State of California, the County of Santa Barbara Flood Control and Water Conservation District, a dependent special district of the County of Santa Barbara, (herein collectively the "COUNTY"), and the Central Coast Water Authority (herein "CCWA") as of the date last written below.

In consideration of the mutual promises herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. With the exception of the Easement Deed referred to in Paragraph 3, below, the Parties have herein set forth the whole of their agreement. The performance of the conditions contained in this Right-of-Way Agreement (herein the "Agreement") constitutes the entire consideration for the conveyance of the Easement, and shall relieve CCWA of all further obligation to pay for the Easement. The location, grade and construction of the proposed public improvements shall be as defined in the above referenced Easement Deed. This Agreement, in conjunction with the Easement Deed, shall supersede all previous agreements and/or contracts, whether written or verbal, which exist or may have existed between the parties hereto.
2. CCWA shall:
 - A. Pay the sum of \$1,305.00 to County for the property rights described in the above referenced Easement Deed. Said consideration shall be delivered to County prior to delivery of the executed Easement Deed to CCWA.
 - B. Pay all expenses incidental to and necessarily incurred for the conveyance of the real property to CCWA, including but not limited to recording fees, title insurance charges, transfer taxes and escrow fees, if any.
 - C. Pay to COUNTY up to \$5,600.00 to cover the costs, fees and expenses incurred by the COUNTY in the processing of this conveyance to CCWA. Said payment shall be delivered to County promptly upon CCWA's acceptance of the executed Easement Deed. In no event shall the Easement Deed be recorded prior to said payment.
3. COUNTY shall, upon performance of the obligations of CCWA as set forth above, deliver an Easement Deed, covering a certain portion of the real property in the County of Santa Barbara known as Assessor Parcel number 117-020-019, to CCWA.
4. CCWA has completed construction of its facilities within the area described in the Easement Deed. CCWA is authorized to repair, replace, enlarge, maintain, and operate

its facilities subject to the following paragraph and subject to the terms of the Easement Deed.

5. As a condition of the exercise of the rights conveyed in the Easement Deed, CCWA shall defend, indemnify, save and hold harmless the County of Santa Barbara, and the Santa Barbara County Flood Control and Water Conservation District, their agents, employees, officers, successors and assigns, from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds arising out of CCWA'S access, installation, construction, reconstruction, operation, maintenance, enlargement, replacement or repair of its pipeline(s) and/or related facilities in the easement area, including but not limited to contamination by harmful, hazardous and/or toxic materials, if any.

6. Upon completion by CCWA of any installation, construction, reconstruction, repair, enlargement or replacement of any or all of said facilities, CCWA shall restore as near as possible and consistent with the rights herein set forth, the surface of the ground and vegetation to the original condition and use prior to said installation, construction, reconstruction, repair, enlargement or replacement.

7. Each Party has participated in the drafting of this agreement and has been represented by legal counsel. Accordingly, each Party waives any application of Civil Code section 1654 to this agreement.

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN AND IN THE EASEMENT DEED SHALL BE RECOGNIZED.

IN WITNESS WHEREOF, COUNTY and CCWA have executed this Right-of-Way Contract personally or by the respective authorized officers as set forth below to be effective as of the date executed by CCWA.

CENTRAL COAST WATER AUTHORITY ("CCWA")

APPROVED:

By: _____

Name & title of signatory

Date: _____

Project: Sale of Easement to the California Central
Coast Water Authority
A.P.N.: 117-020-019
Agent: J. Jeffery Havlik, SR/WA

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
CHAIR, BOARD OF SUPERVISORS

By: _____
Deputy

Date: _____

SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT


ATTEST:
CHANDRA L. WALLAR
Ex Officio Clerk of the Board of Directors of
The Santa Barbara County Flood Control and
Water Conservation District.

By: _____
CHAIR, BOARD OF DIRECTORS

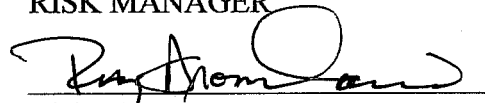
By: _____
Deputy

Date: _____

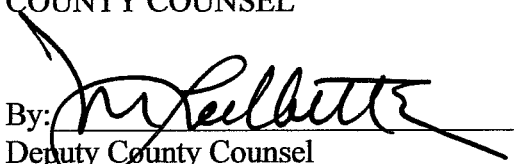
APPROVED:

By: 
Scott McGolpin
Public Works Director


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


Risk Manager

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

Accounting
By: 
Deputy

RECORDING REQUESTED BY:

COUNTY OF SANTA BARBARA
Public Works Department
Real Property Division
Will Call

No Fee Per Govt. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
TO THE CENTRAL COAST WATER AUTHORITY
Project: Coastal Branch Phase II

The County of Santa Barbara a political subdivision of the State of California, and the County of Santa Barbara Flood Control and Water Conservation District, a dependent special district of the County of Santa Barbara, hereinafter collectively called "GRANTOR," do hereby grant to the Central Coast Water Authority, a joint powers agency, its successors and assigns, hereinafter called "CCWA," a nonexclusive underground easement and right-of-way for State Water Project purposes over, on, under and across the parcel(s) of land in the County of Santa Barbara, State of California, identified as:

S. B. County Parcel No.
117-020-019

Estate
Permanent Nonexclusive Pipeline Easement

The parcel which is the subject of this Easement Deed is also known as DWR Parcel number COA-804 (a) in the records of the State of California Department of Water Resources. The specific area of the subject parcel burdened by the easement is described in Exhibit "A", and depicted in Exhibit "B," (hereinafter the "Easement Area") both attached hereto and incorporated herein.

Including the right to:

1. Construct, lay, operate, patrol, maintain, and from time to time, at any time reconstruct, modify, alter, enlarge, add to, re-lay, remove, and replace one or more pipelines for transportation of water, with all fixtures, communications, data, or control facilities, and any other devices CCWA may wish to construct or permit to be constructed, as well as incidents and appurtenances used or useful in maintenance and operation of said pipeline, pipelines, and/or devices, and any other State Water Project uses necessary or useful. All devices installed by CCWA shall be for CCWA use only.
2. CCWA is further granted the right to discharge water into any and all streams or natural channels traversed by said pipeline or pipelines and the right of ingress to, egress from, and along the easement herein granted, over and across drives and roadways which now exist. CCWA shall not discharge water without the prior written approval of GRANTOR, which approval shall not be unreasonably withheld and shall be granted in a timely fashion.

There is expressly reserved to GRANTOR, its successors or assigns, the right to use and enjoy the parcel(s), provided that no use of the Easement Area shall be made that is inconsistent with the rights herein granted. Inconsistent uses include, but are not limited to:

- (A) The erection or construction of buildings or other structures;
 - (B) Construction of roadways, utility crossings, and surface improvements not approved by CCWA, which approval will not be unreasonably withheld and shall be granted in a timely fashion;
 - (C) The drilling, exploring and/or operation of mines or wells in or through the upper 300 feet of the subsurface;
 - (D) The use of explosives;
 - (F) Cross fencing without access gates or the denial of access through gates.
3. CCWA shall indemnify, save and hold harmless GRANTOR, and its agents, employees, officers, successors and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds, including but not limited to contamination by harmful, hazardous and/or toxic materials, arising out of CCWA'S access, installation, construction, reconstruction, operation, maintenance, enlargement, replacement or repair of its pipeline(s) and/or related facilities in the Easement Area, except to the extent that CCWA has acquired the right through this Easement Deed to take certain actions or cause damage.
4. Upon completion by CCWA of any installation, construction, reconstruction, repair, enlargement or replacement of any or all of its facilities, CCWA shall restore as near as possible and consistent with the rights herein set forth, the surface of the ground and vegetation to the original condition and use prior to said installation, construction, reconstruction, repair, enlargement or replacement.
5. This Easement Deed supersedes all previous agreements which exist or may have existed between the parties including but not limited to the Temporary Entry Permits signed by GRANTOR on March 21, 1988, March 6, 1990, August 11, 1992, November 2, 1993 and on September 13, 1994.

IN WITNESS WHEREOF, COUNTY and CCWA have executed this Easement Deed by the respective authorized officers as set forth below, to be effective as of the date executed by the Central Coast Water Authority.

“GRANTOR”

County of Santa Barbara

By: _____
Chair, Board of Supervisors

Date: _____

"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:  _____
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)

CERTIFICATE OF ACCEPTANCE
Government Code section 27281

This is to certify that the Central Coast Water Authority, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation there of.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 2011.

Signature

Printed name and title

LEGAL DESCRIPTION

Portions of Lot 15 of the Subdivision of Caetano Jose Souza Estate in Subdivision No. 2 of the Rancho Punta del la Laguna, partially within the unincorporated territory of the County of Santa Barbara and partially within the unincorporated territory of the County of San Luis Obispo, State of California, shown on the map recorded in the office of the County Recorder of Santa Barbara County in Book 9, Page 37 of Maps, described as follows:

PARCEL 1

All that portion of the parcel described in the deed recorded in the office of said County Recorder on May 31, 1962, as Instrument No. 22361, in Book 1931 page 305 of Official Records, lying within a strip of land, 80.00 feet wide, lying 40.00 feet on each side of the following described centerline:

Commencing at the south terminus of the course in the line of Unit A as described in the deed to the State of California recorded in the office of the County Recorder on August 7, 1996 as Instrument No. 96-047397 of Official Records, said course recited as "S. 2°05'19" W., a distance of 682.04 feet ...", said south terminus is located at California Coordinate System of 1927 (CCS27), Zone 5, Position N 548525.14, E 1256032.51; thence, along said course and the northerly prolongation thereof, North 02°05'19" East 789.48 feet to the True Point of Beginning; thence,

1st - North 07°25'45" East 3366.27 feet to a point in the north line of said Lot 15 of said Subdivision of Caetano Jose Souza Estate in Subdivision No. 2 of the Rancho Punta del la Laguna.

Excepting therefrom, those portions lying southerly of the south line of said parcel described in said deed recorded in Book 1931 page 305 of Official Records.

The sidelines of said strip shall be lengthened or shortened to begin in the south line of said parcel described in said deed recorded in Book 1931 page 305 of Official Records and terminate in the north line of said parcel.

Bearings and distances recited herein are based on the California Coordinate System of 1927 (CCS27), Zone 5. Coordinates derived from the deed to the State of California recorded in the office of the County Recorder on August 7, 1996 as Instrument No. 96-047397 of Official Records.

Affects portion of APN 117-020-19

PARCEL 2

All that portion of the parcel described in the deed recorded in the office of said County Recorder on May 31, 1962, as Instrument No. 22361, in Book 1931 page 305 of Official Records, lying within the following described parcel:

Commencing at the south terminus of the 1st course of Parcel 1 described herein above; thence, along said 1st course, North 07°25'45" East 302.35 feet to the True Point of Beginning; thence, leaving said 1st course,

- 1st - North 45°06'38" West 142.21 feet; thence,
- 2nd - North 86°17'22" West 28.28 feet; thence,
- 3rd - North 03°06'35" East 69.50 feet; thence,
- 4th - South 87°18'09" East 39.70 feet; thence,
- 5th - South 45°09'57" East 134.42 feet to said 1st course; thence, along said 1st course,
- 6th - South 07°25'45" West 75.59 feet to the True Point of Beginning.

Excepting therefrom, those portions lying southerly of the south line of said parcel described in said deed recorded in Book 1931 page 305 of Official Records.

Bearings and distances recited herein are based on the California Coordinate System of 1927 (CCS27), Zone 5. Coordinates derived from the deed to the State of California recorded in the office of the County Recorder on August 7, 1996 as Instrument No. 96-047397 of Official Records.

Affects portion of APN 117-020-19



Kenneth J. Wilson
4-29-10

SAN LUIS OBISPO COUNTY
 SANTA BARBARA COUNTY



Kenneth J. Wilson
 4-13-11

SBCFCWCD
 APN 117-020-19
 1931 OR 305

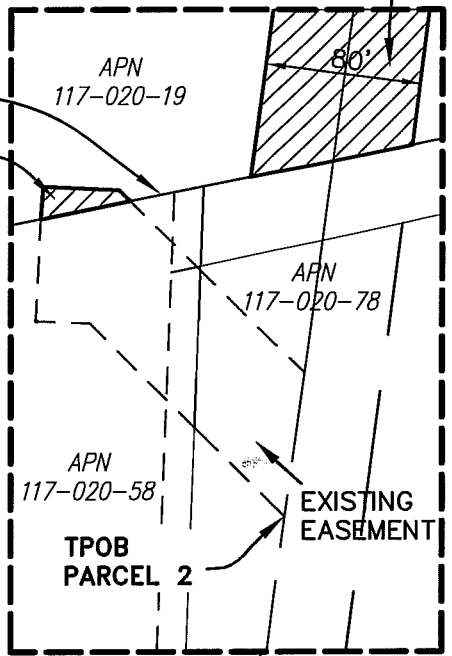
APN
 117-020-53

PARCEL 1

PARCEL 1

SOUTH LINE OF
 1931 OR 305

PARCEL 2



APN
 117-020-30

CENTERLINE
 DESCRIBED IN THE
 LEGAL DESCRIPTION

SOUTH LINE OF
 1931 OR 305

N 07°25'45" E
 302.35'

POC

SEE DETAIL 'A'

DETAIL 'A'
 SCALE: 1"=100'

APN
 117-020-66

APN
 117-020-78
 EXISTING EASEMENT

TRUE POINT OF
 BEGINNING (TPOB)
 PARCEL 1

N 02°05'19" E
 789.48'

POINT OF COMMENCEMENT
 (POC)

**CENTRAL COAST WATER AUTHORITY
 EASEMENT EXHIBIT
 SB CO & SBCFCWCD
 JUNE 2008**



Penfield & Smith
 Engineering · Surveying · Planning
 · Construction Management ·