Project: San Marcos Road Project No. 05STRM

Project No. APN:

153-320-026

Folio No:

R199

Agent:

Scott Dickinson

REAL PROPERTY PURCHASE CONTRACT AND ESCROW INSTRUCTIONS (Permanent Easement)

THIS CONTRACT is made by and between the COUNTY of SANTA BARBARA, hereinafter referred to as "COUNTY," and the BOSIO FAMILY PARTNERSHIP, a California general partnership; partner JUSTIN A. BOSIO as to an undivided 47.2655%; partner CHERYL BOSIO as to an undivided 12.7633%; partner JUSTIN A. BOSIO, Custodian for Justine Bosio, under the California Uniform Transfers to Minors Act, as to an undivided 14.9917% interest; partner JUSTIN A. BOSIO, Custodian for Sheldon Drew Bosio, under the California Uniform Transfers to Minors Act, as to an undivided 14.9917% interest; partner JUSTIN A. BOSIO, Custodian for Lindsay Bosio, under the California Uniform Transfers to Minors Act, as to an undivided 9.9878% interest; hereinafter referred to as "OWNER," with reference to the following:

WHEREAS, OWNER is the owner of that certain real property in the unincorporated area of the County of Santa Barbara, State of California, located on San Marcos Road and more particularly described as County Assessor's Parcel No. 153-320-026, hereinafter referred to as "Property"; and

WHEREAS, COUNTY has designed the plans and specifications for roadway repair, erosion protection, landscaping and related improvements (hereinafter "County Improvements") on a portion of the Property in connection with the proposed San Marcos Road Project (COUNTY Project Number 05STRM), hereinafter referred to as "Project"; and

WHEREAS, in connection with the Project COUNTY desires to purchase a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by the COUNTY for COUNTY'S operations on a portion of the Property; and

WHEREAS, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any improvements within the permanent easement (hereinafter referred to as the "Easement Area") which may be affected by the Project.

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

1. **SALE AND PURCHASE PRICE**: COUNTY hereby agrees to purchase and OWNER hereby agrees to sell to COUNTY a permanent easement for maintenance purposes which includes

all of the County Improvements in, on, over, under, along, and across a portion of Assessor's Parcel No. 153-320-026. The permanent easement is legally described and shown on Exhibit "A" attached hereto and incorporated herein by this reference.

As consideration for the granting of the Easement Area, and for the loss, replacement, and moving of any and all improvements, COUNTY shall pay OWNER the total sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), which sum shall be OWNER'S sole remedy hereunder. Restoration shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and/or vegetation, natural or cultivated.

The approval of funding and the appropriation by the County Board of Supervisors is an express condition precedent to COUNTY'S duty to purchase. Notwithstanding any other provision in this Contract, COUNTY at COUNTY'S option may extend escrow up to sixty (60) days to permit the funding approval and appropriation by COUNTY. In the event COUNTY should decide to exercise this option, COUNTY shall do so in writing.

2. **CONDITIONS PRECEDENT:** In addition to other conditions included herein, the following are express conditions precedent to COUNTY'S duty to purchase said Property:

COUNTY completion of the requirements of Government Code Section 65402 and the California Environmental Quality Act (CEQA) environmental review process. In the event the CEQA environmental review process and the Government Code Section 65402 compliance are not completed within forty-five (45) days of the opening of escrow, COUNTY shall have the right to extend the escrow period until such completion or the CEQA process doesn't allow the project.

In the event that these conditions precedent are not satisfied, COUNTY may terminate this Contract with no further liability.

3. **ESCROW AND FEES**:

A. Escrow shall be an internal escrow, with escrow instructions to be based upon the terms and conditions set forth herein. This Contract shall become a part of the Escrow and shall constitute the basic instructions of COUNTY and OWNER. However, COUNTY and OWNER 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 Contract. On behalf of the COUNTY, the Director of Public Works Department, 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 Contract and any of said escrow documents, the terms of this Contract shall govern.

COUNTY shall open escrow within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before sixty (60) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the recordation of the permanent easement deed which shall vest title to the permanent easement in COUNTY.

OWNER shall execute in escrow or deliver to the COUNTY no later than twenty (20) days following the opening of escrow, the Permanent Easement Deed in the form of Attachment "1", attached hereto and incorporated herein by reference.

B. The escrow fees shall be paid as follows:

- 1. COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Easement Area to COUNTY pursuant to the execution of this Contract. If a policy of title insurance is desired by COUNTY, the premium charged therefore shall be paid by COUNTY. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.
- 2. OWNER shall pay all escrow fees in the event that this escrow is canceled by OWNER prior to the conveyance of the Easement Areas to COUNTY.
- 3. COUNTY shall pay all escrow fees in the event that this escrow is canceled by COUNTY prior to the conveyance of the Easement Areas to COUNTY.
- 4. **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 OWNER, except:
- A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY.
- B. Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.
- C. Exception Nos. 1 through 22 (inclusive) contained in Preliminary Title Report No. 1250736-KJ dated as of April 11, 2005, issued by Chicago Title Company.

OWNER shall hold COUNTY harmless and reimburse COUNTY for any and all of COUNTY'S losses and expenses occasioned by reason of any easements, contracts, leases, or permits encumbering said Property which have not been approved by COUNTY.

The COUNTY shall pay for the cost of a Preliminary Title Report covering said Property. COUNTY shall have the right to review the Preliminary Title Report and approve or disapprove in writing those items disclosed in the Preliminary Title Report prior to the close of escrow. OWNER shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by COUNTY in its discretion. COUNTY may terminate this Contract or request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the satisfaction of the COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses 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.

5. **COUNTY OBLIGATIONS**: The COUNTY shall be obligated as follows:

- A. To relocate and reconnect any public utilities serving OWNER'S remaining Property if said relocation becomes necessary because of said Project;
- B. To repair any damage done to OWNER'S improvements or other property by County during said Project;
 - 6. **COUNTY RIGHTS**: The COUNTY shall have the right to do the following:
- A. To remove any improvements and/or plants within the permanent easement area if said removal becomes necessary because of the Project;
- B. To trim and cut roots of trees, shrubs, and vegetation within the permanent easement area as may endanger or interfere with the Project.

7. OWNERS' OBLIGATIONS:

- A. OWNER shall be obligated to remove any and all personal property within the Acquisition Area within thirty days from County's execution of this Contract and prior to the start of construction of the Project.
- B. OWNER shall be obligated to clear any and all tenant or lessee interests in the Acquisition Area whether the interest is recorded or unrecorded.
- 8. **ENVIRONMENTAL SITE ASSESSMENT**: The COUNTY shall have the right to enter the Property at the easement location to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the Easement Area upon execution of this Contract by both parties. In the event the COUNTY elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of Public Works, or designee, is an express condition precedent to COUNTY'S duty to purchase the Easement Area. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 9, hereinbelow. If the ESA is not completed and approved within forty-five (45) days of the opening of escrow, then COUNTY shall have the right to extend the escrow period until such completion. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended at least sixty (60) days in order for OWNER to resolve the potential liability. In the event that such potential liability is not cured by OWNER within such sixty (60) day period, COUNTY may terminate this Contract with no further liability.

9. GOOD FAITH DISCLOSURE BY OWNER: OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Easement Area including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning report; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Easement Area shall be delivered to COUNTY no later than thirty (30) days following COUNTY'S execution of this Contract.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the Easement Area and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys conducted pursuant to COUNTY'S authority, as hereinabove provided, which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction thereover, then COUNTY may, at its sole option, terminate this Contract. Within ten (10) business days of actual receipt of said disclosure information, COUNTY shall notify OWNER of the conditions it deems unacceptable and the corrections desired and request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction thereover. Failure to so correct shall be grounds for termination of this Contract.

Upon the close of escrow, any and all original documents and/or information relating to the Easement Area, to the extent they exist and are in OWNERS' custody, shall be delivered by OWNER to COUNTY.

- 10. **TERMINATION**: COUNTY shall have the right to terminate this Contract at any time prior to the close of escrow. OWNER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.
- 11. **WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 12. **SECURITY INTEREST**: Any and all monies payable under this Contract shall upon demand be made payable to the mortgagees and beneficiaries of any notes secured by mortgages or deeds of trust up to and including the total amount of unpaid principal and interest together with penalty, if any, for payment in full in advance of maturity.
- 13. **ENTIRE CONTRACT**: Time is of the essence in this Contract. This Contract supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically

set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Easement Area and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

- 14. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Contract to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract. The terms and provisions of this Contract embody the parties' mutual intent, and this Contract shall not be construed more liberally in favor of, nor more strictly against, any party hereto.
- 15. **SECTION HEADINGS**: The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.
- 16. **REAL PROPERTY DOCUMENTS**: Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.
- 17. **CONDITIONS ARE COVENANTS**: Each of the conditions to the close of escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.
- 18. **SUCCESSORS AND ASSIGNS**: The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.
- 19. **CERTIFICATION OF SIGNATORY(IES)**: OWNER represents and warrants that it is the owner of the Property or is authorized by the OWNER of the Property to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.
- 20. **CONTRACT APPROVAL**: This Contract is subject to the approval of the COUNTY Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.
- 21. **SURVIVAL OF REPRESENTATIONS**: The representations of each of the parties and their executory covenants shall survive the close of escrow and shall not be merged in the deeds delivered to and accepted by the COUNTY.
- 22. **EXECUTION IN COUNTERPARTS**: The Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile 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 of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County of Santa Barbara.

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Project: San Marcos Road

Project No.

05STRM 153-320-026

APN: Folio No:

R199

Agent:

Scott Dickinson

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY" COUNTY OF SANTA BARBARA

ATTEST: CLERK OF THE BOARD	By: Chair, Board of Supervisors
By: Deputy	Date:
APPROVED AS TO FORM: STEPHEN SHANE STARK COUNTY COUNSEL	APPROVED AS TO ACCOUNTING: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Machiell Deputy	By: La Carl
APPROVED:	APPROVED AS TO INSURANCE FORM:
That Mamery	Pay trame and
Mr. Phillip M. Demery Director of Public Works	Ray Aromatorio Risk Program Administrator

(signature page continued)

Project: San Marcos Road

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Folio No:

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Agent:

Scott Dickinson

"OWNER" BOSIO FAMILY PARTNERSHIP

LEGAL DESCRIPTON SAN MARCOS ROAD

A strip of land 5 feet wide and being a portion of Parcel C of Parcel Map Number 12,490 in the County of Santa Barbara, State of California, filed in Book 18, Page 18 of Parcel Map in the Office of the County Recorder in said County, the centerline of which is described as follows;

COMMENCING at the northeast corner of said Parcel C, a ¾ inch Iron Pipe @ Center of Section 34, Township 5 North, Range 28 West as shown on said Parcel Map;

- 1) Thence, S 89°28'30"W 70.37 feet along the north line of said Parcel C to the TRUE POINT OF BEGINNING;
- 2) Thence, leaving said north line S28°28'09"W 171.82 feet to the northeasterly Right-of-Way line of San Marcos Road and end of said centerline;

The side lines of said strip to be shortened or lengthened to terminate on the north line of said Parcel C and to the southwest to terminate on San Marcos Road Right-of-Way

End of Description

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 12th day of 1600 , 2006.

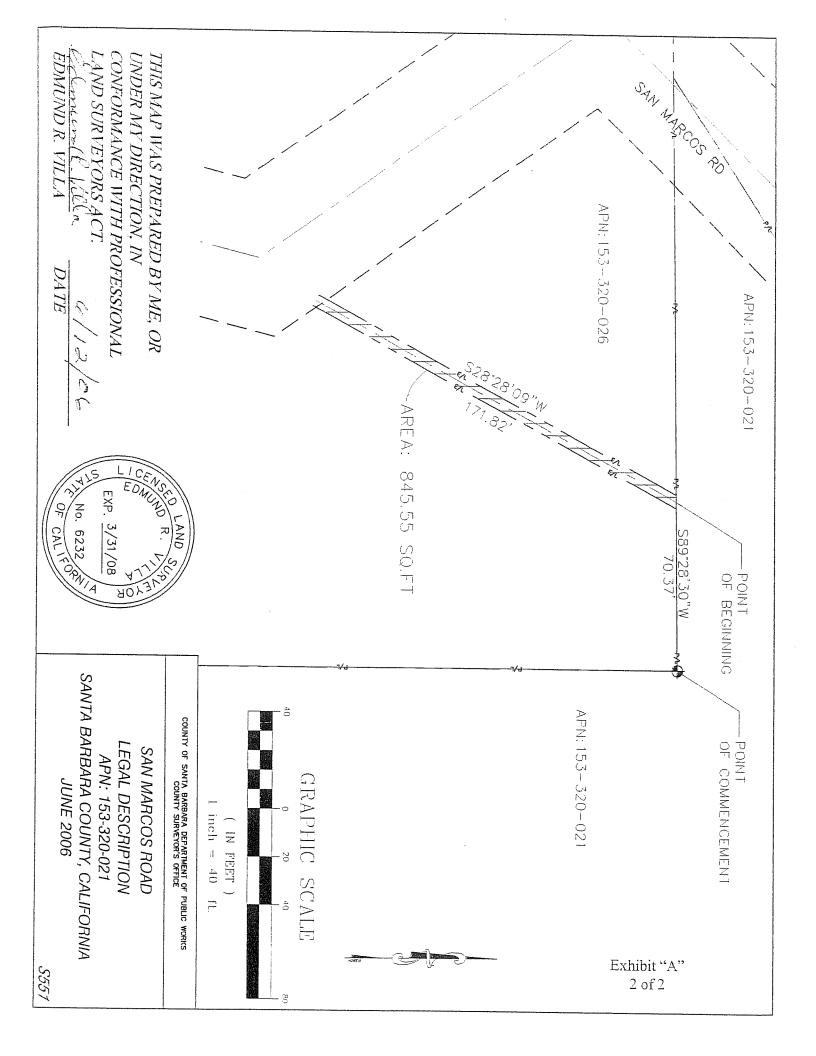
Edmund R. Villa, PLS 6232 Deputy County Surveyor

License Expiration Date: 3-31-2008

EXP. 3. 31-08

No. 5232

OF CALIFORNIA



Recording requested by and to be returned to:
County of Santa Barbara
Public Works Department
620 West Foster Road
Santa Maria, CA 93455
Attention: Scott Dickinson

COUNTY OF SANTA BARBARA OFFICIAL BUSINESS

No fee pursuant to Government Code § 6103 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 153-320-026 Project: San Marcos Road Project No. 05STRM

Folio No: R199

Agent: Scott Dickinson

EASEMENT DEED (Permanent Easement)

The BOSIO FAMILY PARTNERSHIP, a California general partnership; partner JUSTIN A. BOSIO as to an undivided 47.2655%; partner CHERYL BOSIO as to an undivided 12.7633%; partner JUSTIN A. BOSIO, Custodian for Justine Bosio, under the California Uniform Transfers to Minors Act, as to an undivided 14.9917% interest; partner JUSTIN A. BOSIO, Custodian for Sheldon Drew Bosio, under the California Uniform Transfers to Minors Act, as to an undivided 14.9917% interest; partner JUSTIN A. BOSIO, Custodian for Lindsay Bosio, under the California Uniform Transfers to Minors Act, as to an undivided 9.9878% interest; owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 153-320-026, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of roadway improvements required by GRANTEE for GRANTEE'S operations including, but not limited to roadway repair, erosion protection, landscaping and related public improvements in such number and size, and with such

accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, 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 with regard to the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

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: September 20, 2007

"GRANTOR" BOSIO FAMILY PARTNERSHIP

JUSTIN A. BOSIO

CHERYL BOSIO

<u>ACKNOWLEDGMENT</u>

C.C. 1189
State of California)
County of Santa Barbara)
On <u>November 26,200+</u> before me, <u>Tawwy</u> <u>L. Dobroth</u> personally appeared <u>Tustin & Chary Bosi ()</u> personally known to me (or 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 persons(s) acted, executed the instrument.
WITNESS my hand and official seal Signature
(Seal)
TAMMY L. DOBROTIN Commission # 1632652 Notary Public - California Santa Barbara County My Comm. Expires Jan 20, 2010

LEGAL DESCRIPTON SAN MARCOS ROAD

A strip of land 5 feet wide and being a portion of Parcel C of Parcel Map Number 12,490 in the County of Santa Barbara, State of California, filed in Book 18, Page 18 of Parcel Map in the Office of the County Recorder in said County, the centerline of which is described as follows;

COMMENCING at the northeast corner of said Parcel C, a ¼ inch Iron Pipe @ Center of Section 34, Township 5 North, Range 28 West as shown on said Parcel Map;

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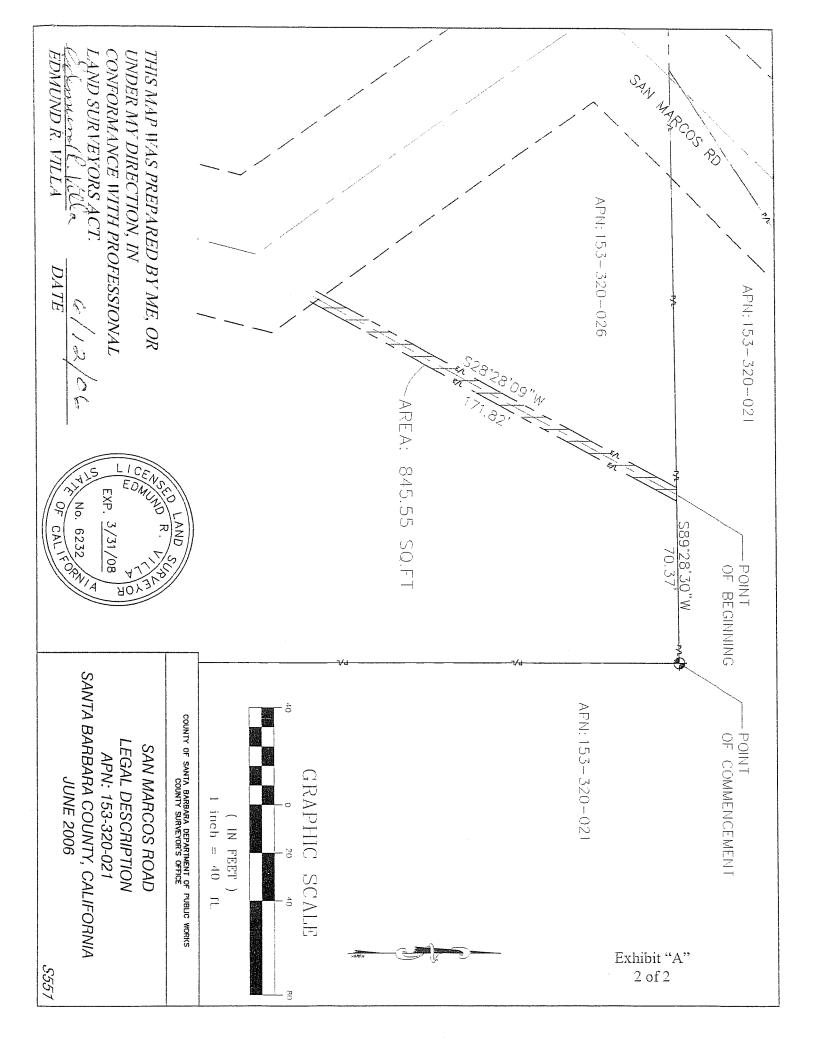
End of Description

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 12th day of 1006.

Edmund R. Villa, PLS 6232 Deputy County Surveyor

License Expiration Date: 3-31-2008





CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real pr (Permanent Easement) dated September 20, 2007 California general partnership; partner JUSTIN A CHERYL BOSIO as to an undivided 12.7633%; Bosio, under the California Uniform Transfers to interest; partner JUSTIN A. BOSIO, Custodian for Uniform Transfers to Minors Act, as to an undivided BOSIO, Custodian for Lindsay Bosio, under the an undivided 9.9878% interest; as GRANTOR, to political subdivision of the State of California, is Supervisors of the County of Santa Barbara onSanta Barbara as GRANTEE consents to recordar	7, The BOS A. BOSIO partner JU Minors A For Sheldor ided 14.99 California to the COU hereby acc	SIO FAMILY PARTNERSHIP, a as to an undivided 47.2655%; partner JSTIN A. BOSIO, Custodian for Justine et, as to an undivided 14.9917% a Drew Bosio, under the California 17% interest; partner JUSTIN A. Uniform Transfers to Minors Act, as to JNTY OF SANTA BARBARA, a cepted by Order of the Board of, and the County of
WITNESS my hand and official seal		
this day of	, 2007	
		MICHAEL F. BROWN, CLERK OF THE BOARD and Ex Officio Clerk of the Board of Supervisors County of Santa Barbara
		By:
		Deputy