

Project: Lower Mission Creek Reach 2B-2 & 3
Improvement and Restoration Project
District Project # SC8042
File No: 003784
APN: 037-245-012

EASEMENT PURCHASE AGREEMENT

THIS EASEMENT PURCHASE AGREEMENT (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 317 CHAPALA STREET, LLC., (hereinafter referred to as "OWNER"), with reference to the following:

WHEREAS OWNER is the owner of all that certain real property in the City of Santa Barbara, County of Santa Barbara, State of California, commonly referred to at 317 Chapala Street, Santa Barbara, California (hereinafter referred to as the "Property"), and more particularly described on attached Exhibit "A", which is incorporated herein by reference, and referred to for tax assessment purposes as Santa Barbara County Assessor's Parcel Number 037-245-012.

WHEREAS, DISTRICT has designed the plans and specifications for creek improvements restoration, construction, repair, replacement, installation, and related improvements for water flowage and flood control (hereinafter "District Improvements") on a portion of the Property in connection with Lower Mission Creek Improvement and Restoration Project, Reach 2B Phase II, District Project #SC8042, which is designed to reduce the risk of potential flooding during major storm and rainfall events hereinafter referred to as "Project"; and

WHEREAS, in connection with the Project, DISTRICT desires to purchase a permanent easement consisting of approximately 2,936 square feet on a portion of the Property, depicted on attached Exhibit "B", which is incorporated herein by reference, (the "Permanent Easement") for the present and future improvements, construction, reconstruction, replacement, installation, operations and maintenance of improvements, including ingress and egress, required by the DISTRICT and for flood control purposes on a portion of the Property; and

WHEREAS, in connection with the Project, DISTRICT desires to purchase a permanent access and staging easement consisting of approximately 2,108 square feet on a portion of the Property, depicted on attached Exhibit "B", which is incorporated herein by reference, (the "Access & Staging Easement") for the present and future access and staging for improvements, construction, reconstruction, replacement, installation, operations and maintenance of improvements, including ingress and egress, required by the DISTRICT on a portion of the Property; and

WHEREAS, in connection with the Project, DISTRICT desires to purchase a temporary construction easement consisting of approximately 2,108 square feet, on a portion of the Property, depicted on attached Exhibit "B", which is incorporated herein by reference, (the "Temporary Construction Easement") for ingress and egress of labor, materials and equipment for maintenance, demolition, construction, reconstruction, replacement and installation of existing and future District Improvements required by the DISTRICT for the construction of the Project; 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 Permanent and Temporary Construction Easements for the Project without the need to pursue any further legal proceedings.

NOW, THEREFORE, in consideration of the conveyances set forth herein, and for other good and valuable consideration, and subject to the following express reservations, exceptions and conditions, the DISTRICT and the OWNER hereby agree as follows:

1. PERMANENT EASEMENT DEEDS

OWNER shall concurrently herewith execute and deliver to the DISTRICT Easement Deeds in forms reflected by the Easement Deeds attached hereto as Attachments 1 and 2, which are incorporated herein by reference and convey the Permanent Easement and Access and Staging Easement. The Permanent Easement and Access and Staging Easement being granted are as follows:

- (a) T3-A Permanent Easement shall consist of approximately 2,936 square feet on a portion of County Assessor's Parcel Number 037-245-012, more particularly described in Attachment "1" on Exhibit "A T3-A", and shown on Exhibit "B T3-A", both of which are attached hereto and incorporated herein by reference (the "Permanent Easement"). The Permanent Easement shall be in perpetuity and shall be for the following uses: for present and future improvements, including flood control purposes, over, under and across a portion of the Property for access, excavation, removal, demolition, and alteration of improvements, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements as required for the Project as determined by the DISTRICT and subsequently for water flowage, flood control and all related purposes on that portion of the Property.
- (b) T3-B Access & Staging Easement shall consist of approximately 2,108 square feet on a portion of County Assessor's Parcel Number 037-245-012, more particularly described in Attachment "2" on Exhibit "A T3-B", and shown on Exhibit "B T3-B", both of which are attached hereto and incorporated herein by reference (the "Access & Staging Easement"). The Access & Staging Easement shall be in perpetuity and shall be for accessing present and future improvements, including staging for flood control purposes, over and across a portion of the Property for access and staging to and for the Permanent Easement (Attachment "1") including District present and future improvements.

2. TEMPORARY CONSTRUCTION EASEMENT

OWNER hereby grants to the DISTRICT, its officers, agents, employees, contractors and assigns a Temporary Construction Easement in a form reflected by Attachment 3, attached hereto and incorporated herein by reference. The Temporary Construction Easement shall consist of a temporary easement, right of entry and permission to use the Temporary Construction Easement area consisting of approximately 2,108 square feet on a portion of County Assessor's Parcel Numbers 037-245-012, more particularly described in Attachment "3" on Exhibit "A TCE3" and shown on Exhibit "B TCE3", both of which are attached hereto and incorporated herein by reference. The Temporary Construction Easement shall be granted for reasonable and necessary ingress and egress for all purposes necessary relative to surveys, inspections, demolition, excavations, construction, repair, removal, replacement, storing materials and equipment, moving workers, equipment and materials over, within and upon a portion of the Property required for the construction of the Project, including all appurtenant public works improvements and related utilities and facilities, as shown on applicable civil design plans and described in the DISTRICT's specifications prepared in connection with the Project, as may be amended by the DISTRICT at any time and from time to time.

The actual use by DISTRICT of the Temporary Construction Easement on the Property shall be for a period of not more than nine (9) months, which shall begin on April 1, 2020, and shall expire on January 31, 2020. The DISTRICT shall have the right to extend the Temporary Construction Easement term in additional one-month increments if the DISTRICT determines in its sole and absolute discretion that additional time beyond the nine month period is necessary for construction. In such case, the District shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate OWNER Five Hundred Forty Dollars (\$540) for each one-month extension exercised. Payment for any such extensions shall be paid by the DISTRICT to OWNER concurrent with DISTRICT's written notice to OWNER of the DISTRICT's intent to exercise such extension provisions. Except for any existing landscaping and vegetation, upon completion of said construction, said Temporary Construction Easement area will be generally restored to the condition that existed prior to construction, to the extent reasonably practical, and shall include mitigation landscaping, unless otherwise agreed to in writing between OWNER and the DISTRICT.

It is the intent of the parties hereto that the use of the Temporary Construction Easement by the DISTRICT is, except as otherwise stated herein, for the exclusive use by the DISTRICT for the specific purpose of facilitating all activities of the DISTRICT that may be necessary in the removal and subsequent replacement of the District's Improvements and related public improvements, and for modifying, conforming and rehabilitating certain existing improvements owned by OWNER on the Property affected by the Project. All such modifications will be made at DISTRICT's sole cost and expense.

Among other things, the Temporary Construction Easement may be used by the DISTRICT for placement of construction materials and parking of equipment being used for the Project, when removal and replacement of the District's Improvements and related improvements require such uses. Any use of the Temporary Construction Easement by the DISTRICT is intended to avoid possible damage to personal property and vehicles caused by construction activities, and to reduce risk of possible injury to pedestrians in the area not associated with the Project and related public improvements.

In addition to the Consideration described in Section 3 below, in exchange for the DISTRICT's use of the Temporary Construction Easement area during the term of the Temporary Construction Easement, DISTRICT shall provide to the OWNER funds in the amount not-to-exceed \$8,750 relocation benefits, which shall include any costs necessary for obtaining temporary parking. OWNERS agree that these relocation benefits satisfy any obligations DISTRICT may have under the applicable statute or regulation, including but not limited to the California Relocation Assistance Law (Government Code Section 7260, *et seq.*) and implementing regulations at 25 CCR 6000 *et seq.*; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U. S. C. 4600), *et seq.* and 49 CFR part 24; and California Eminent Domain Law (California Code of Civil Procedure, Section 1230.010, *et seq.*).

During the Project construction and use of the Temporary Construction Easement by DISTRICT, DISTRICT shall preserve the storage shed for OWNER's use. OWNER's access to the shed may be limited or restricted by DISTRICT during the Project and any restorative work on the parking lot within Temporary Construction and Permanent Easement areas. Restoration work will be scheduled to minimize disruption to the trash container and shed. DISTRICT will make alternate arrangements for trash pick-up if impacted during the Project.

3. CONSIDERATION

DISTRICT shall pay to OWNER a total amount of THREE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS AND 00/100 (\$354,585.00), which payment shall constitute full and complete compensation for the easements granted hereunder and the other obligations set forth herein.

4. CLOSING DATE

The date the Permanent and Access and Staging Easement Deeds are recorded is referred as the "Closing Date".

5. CLOSING COSTS

All recording fees, and any documentary transfer taxes, and any other costs connected with the closing of the transaction contemplated by this Agreement shall be paid by the DISTRICT.

6. OWNER'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY

OWNER hereby represents and warrants that to the best of OWNER's knowledge and belief, throughout the period of ownership of the Property by OWNER, there has been no spill, discharge, release, cleanup or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the OWNER, his employees, and/or agents on or around the Real Property. Further, OWNER agrees to disclose to the DISTRICT, prior to the Closing Date, all studies reports, and investigations, known to OWNER, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Property.

7. LEASES

OWNER warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and the OWNER agrees to hold DISTRICT harmless and reimburse DISTRICT for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of OWNER for a period exceeding one month.

8. INDEMNIFICATION

The undersigned OWNER whose signature is affixed hereto, warrants that they are the OWNER of the Property herein described, can execute this contract and agrees to indemnify and defend the DISTRICT against any and all claims arising out of the Owner's acts or omissions, use, occupancy or possession of the Property and also to pay all of the DISTRICT's legal fees and all other expenses resulting from the undersigned knowingly and falsely claiming ownership of the Property referred to in this document.

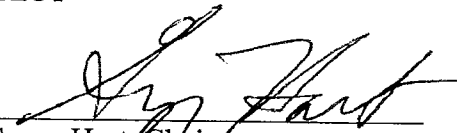
9. JUDGMENT IN LIEU OF DEED

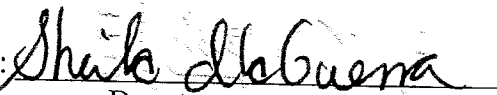
In the event OWNER is unable to deliver title to the Easements within a reasonable period of time in accordance with the terms of this Agreement, the DISTRICT may take judgment in its favor in an action filed for condemnation acquisition and immediate possession of the real property interests described in the attached Easements and in this Agreement, and this Agreement shall constitute a stipulation for judgment which may be filed in the Action as final and conclusive evidence of the total amount of compensation for the Property taken and for all other items listed in Section 1260.230 of the Code of Civil Procedure.

IN WITNESS WHEREOF, DISTRICT and OWNERS have executed this Easement Purchase Agreement 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


By: 
Gregg Hart, Chair
Board of Directors


By: 
Deputy

Date: 4-7-20

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

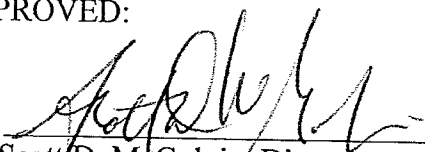
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

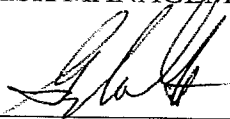
By: 
Scott Greenwood
Deputy County Counsel

By: 
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED:


APPROVED AS TO FORM:
RAY AROMATORIO
CEO/RISK MANAGEMENT


By: 
Scott D. McGolpin, Director
Public Works Department

By: 
Greg Milligan
Safety Officer

APPROVED:

APPROVED:

By: 
Tom Fayram, Deputy Director
Public Works, Flood Control

By: 
Carlo Achdjian, Manager
Real Property Division

"OWNER"
317 CHAPALA STREET, LLC

By: Tonia Gallardo
Tonia Gallardo
Its: Manager

Date: 2/21/2020

Exhibit "A"

All that certain real property situated in the County of Santa Barbara, State of California, described as follows:

Parcel One:

That portion of Block 270 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the official survey thereof, described as follows:

Beginning on the Southwesterly line of Chapala Street (new location), 197 feet southeasterly from the Southeasterly line of Gutierrez Street; and running thence Southeasterly along said line of Chapala Street, 30 feet;
Thence at right angles southwesterly, 215 feet;
Thence at right angles northwesterly, 62 feet;
Thence at right angles northeasterly, 75 feet;
Thence at right angles southeasterly, 32 feet;
Thence at right angles northeasterly, 140 feet to the point of beginning.

Parcel Two:

That portion of Block 270 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the official survey thereof, described as follows:

Beginning on the Southwesterly line of Chapala Street (new location), 165 feet southeasterly from the Southeasterly line of Gutierrez Street; and running thence Southeasterly along said line of Chapala Street, 32 feet;
Thence at right angles southwesterly, 140 feet;
Thence at right angles northwesterly, 32 feet;
Thence at right angles northeasterly, 140 feet to the point of beginning:

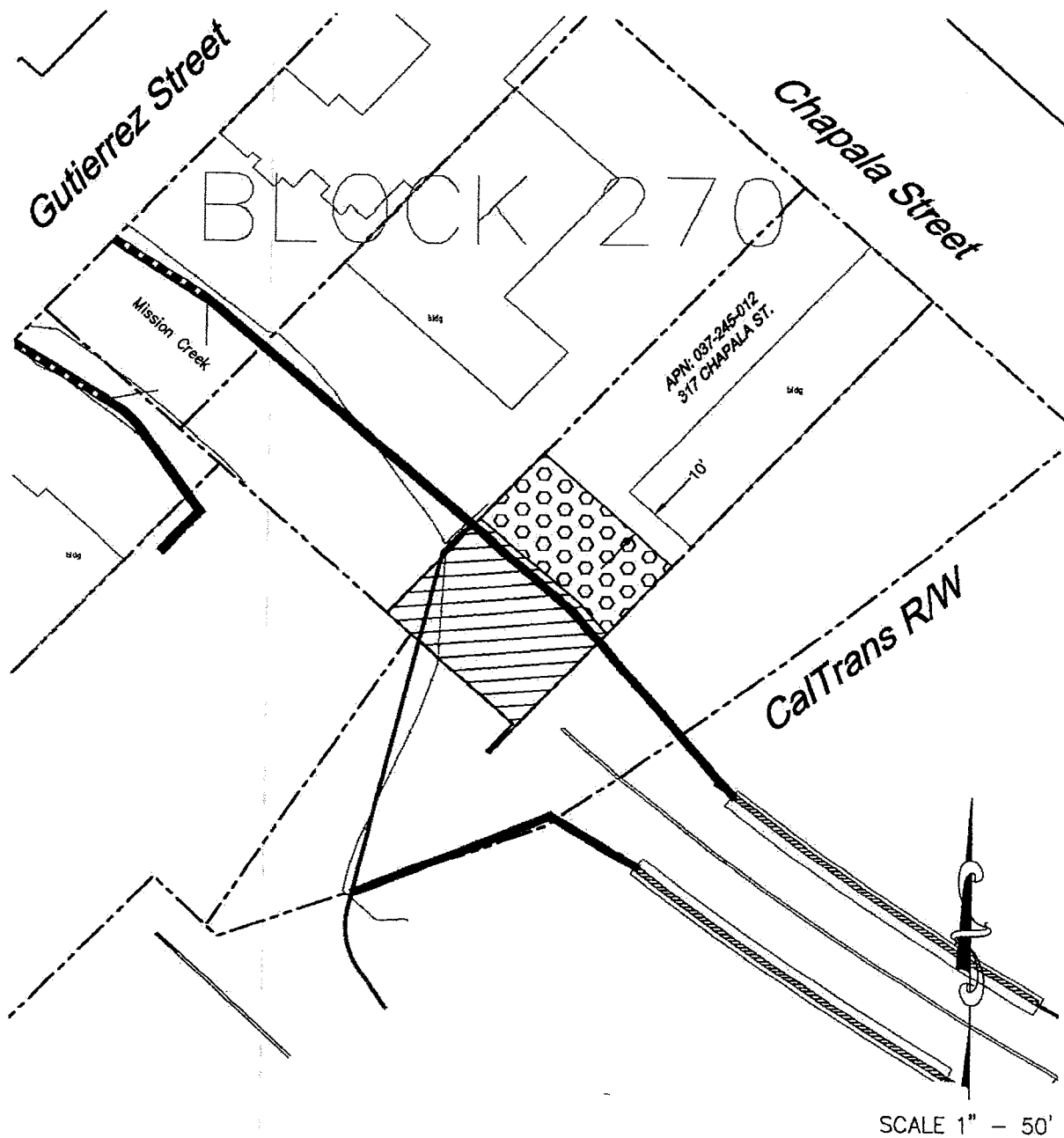
Parcel Three:

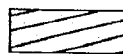
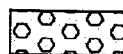


A right-of-way as a means of ingress and egress over that portion of Block 270 situated in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Southwesterly line of Chapala Street (new Location), distant thereon Southeasterly 227 feet from the Southeasterly line of Gutierrez Street;
Thence Southeasterly along the Southwesterly line of Chapala Street (new location), 16.17 feet;
Thence at right angles southwesterly, 215 feet;
Thence at right angles northwesterly, 16.17 feet;
Thence at right angles northeasterly, 215 feet to the point of beginning.

APN: 037-245-12

Exhibit "B"



-  PERMANENT EASEMENT
APPROX. EASEMENT AREA=2,936 sq.ft.
-  TEMPORARY CONSTRUCTION EASEMENT
APPROX. EASEMENT AREA=2,108 sq.ft.
-  EXISTING CHANNEL WALL
-  CHANNEL WALL TO BE CONSTRUCTED

EASEMENTS
SANTA BARBARA COUNTY
FLOOD CONTROL DISTRICT
APN: 037-245-012
SANTA BARBARA COUNTY, CALIFORNIA

ATTACHMENT "1"

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division

Will Call

1105 Santa Barbara St 2nd Flr
Santa Barbara CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383
No Documentary Transfer Tax
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 037-245-012 (portion of)
District Project #SC8042
General Service #003784
T3 - Easement

EASEMENT DEED
(PERMANENT EASEMENT)

317 CHAPALA STREET, LLC., owner of all that real property in the City of Santa Barbara, County of Santa Barbara, State of California, referenced as 317 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Number 037-245-012 (the "Subject Property"), as OWNER herein,

FOR A VALUABLE CONSIDERATION, OWNER DOES HEREBY GRANT TO

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, its successors and assigns, as DISTRICT herein, a permanent easement in perpetuity for flood control purposes, over, under and across a portion of the Subject Property for access, excavation, removal, demolition, and alteration of improvements, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements as required for the Lower Mission Creek Flood Control Improvement and Restoration Project, Reaches 2B Phase II & 3, District Project # SC8042, and subsequently for water flowage, flood control and all related purposes ("Facilities"). The permanent easement area containing approximately 2,936 sq.ft., granted hereby is more particularly described in Exhibit "A" and depicted on Exhibit "B" ("Permanent Easement") attached hereto and incorporated herein by this reference.

OWNER and its successors in interest retain the right to use the Permanent Easement area except that within the Permanent 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 operations, uses of and access rights granted herein.

Notwithstanding the foregoing, OWNER shall have the right to use and maintain the Permanent Easement area that is not encumbered by the DISTRICT's Facilities for ingress and egress, hardscape and landscape. DISTRICT's rights to the Permanent Easement used and maintained by the OWNER are not diminished by this acknowledgement.

OWNER shall not disturb or damage DISTRICT's Facilities on the Subject Property. In the event said Facilities are disturbed or damaged by OWNER, its successors, assigns, designees, employees, or contractors, then OWNER shall immediately contact DISTRICT and shall repair or replace said Facilities to DISTRICT'S satisfaction.

DISTRICT shall have the right to clear or keep clear from the Permanent Easement all buildings, structures and improvements that interfere with the use of the Permanent Easement. DISTRICT and 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 or access to the DISTRICT's Facilities within and above Permanent Easement, provided however that DISTRICT 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.

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, volunteers, or agents (the "Indemnitee") against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, officials, employees, volunteers or agents.

DATE: *Month Day, Year*

"OWNER"

Tonia Gallardo
Its: Manager

FOR EXHIBIT PURPOSES

ACKNOWLEDGEMENT

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 SANTA BARBARA)

On _____, before me, _____ Notary Public, personally appeared Tonia Gallardo 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
Permanent Easement

T3-A

A portion of the parcel of land in Block 270 in the City of Santa Barbara, County of Santa Barbara, State of California, described as Parcel One in the Grant Deed to the 317 Chapala Street LLC, recorded August 16, 2013, as Instrument Number 2013-055465, Official Records of the County of Santa Barbara, described as follows.

The Southwesterly 47.35 feet of Parcel One of said Grant Deed, measured at right angles to the southwesterly line thereof, to wit:

Beginning at the westerly corner of said Parcel One of said Grant Deed:

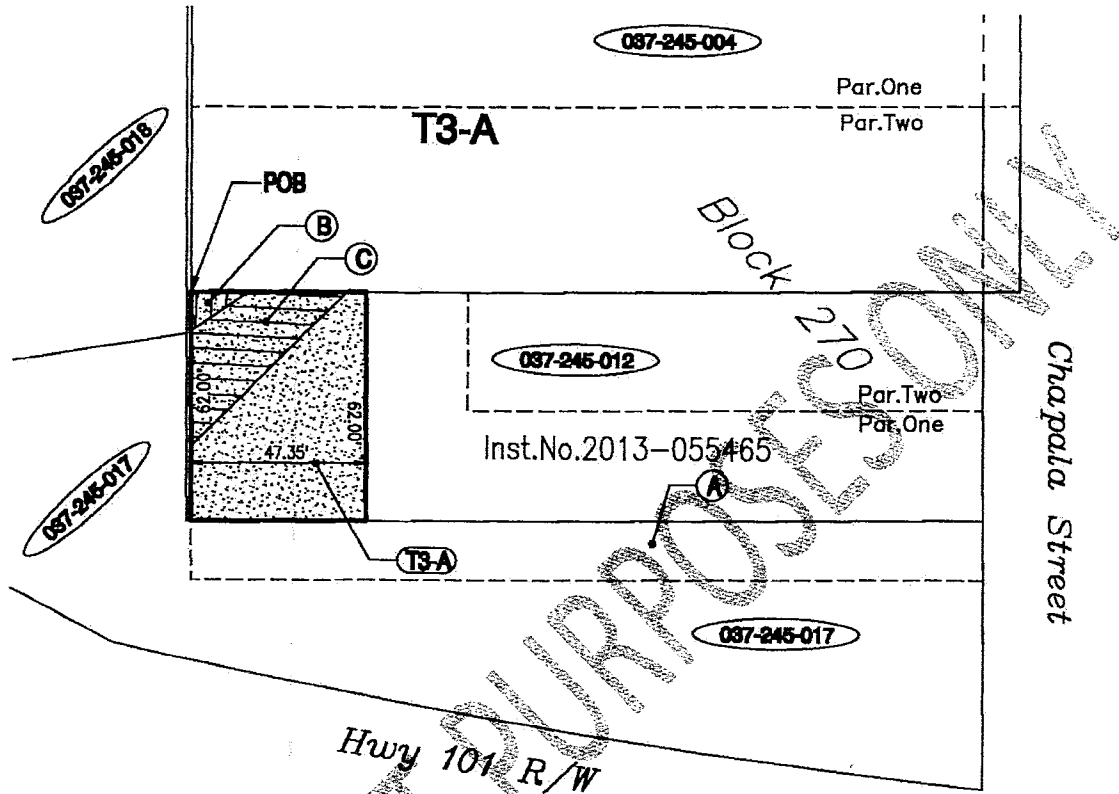
- Course 1 thence, northeasterly along the northerly line of said Parcel One, North 42°25'12" East, 47.35 feet;
- Course 2 thence, parallel with and 47.35 feet distant northeasterly from the southwesterly line of said Parcel One, South 47°34'48" East, 62.00 feet to a point on the southeasterly line of said Parcel One;
- Course 3 thence, along the southeasterly line of said Parcel One, South 42°25'12" West, 47.35 feet to the southerly corner of said Parcel One;
- Course 4 thence, along the southwesterly line of said Parcel One, North 47°34'48" West 62.00 feet to the Point of Beginning.

The above described parcel of land contains approximately 2936 square feet and is as shown on Exhibit B, attached hereto and made a part hereof.

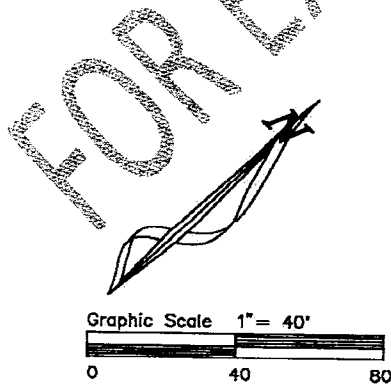
FOR EXHIBIT PURPOSES ONLY

Exhibit "B"

Map Depiction
Permanent Easement



037-245-012 vesting doc: 2013-055465
A 2013-055465: 16.17' ingress/egress easmt
B 2368 OR 966: flood control easmt
C 2368 OR 969: flood control access easmt
T3-A 2936sq.ft. Perm.Easement



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
FLOOD CONTROL DISTRICT

APN 037-245-012

PERMANENT EASEMENT
SANTA BARBARA COUNTY
FLOOD CONTROL DISTRICT
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 Easement Deed dated *Month Day, Year*, from 317 CHAPALA STREET, LLC., as OWNER, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special District of the County of Santa Barbara, a political subdivision of the State of California, 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 *Month Day, Year*, 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 _____, 2020.

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

By: _____
Sheila de la Guerra, Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel

ATTACHMENT "2"

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division

Will Call

1105 Santa Barbara St 2nd Flr
Santa Barbara CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383
No Documentary Transfer Tax
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 037-245-012 (portion of)

District Project #SC8042

General Service #003784

T3 - Easement

EASEMENT DEED
(PERMANENT NON-EXCLUSIVE ACCESS & STAGING EASEMENT)

317 CHAPALA STREET, LLC., owner of all that real property in the City of Santa Barbara, County of Santa Barbara, State of California, referenced as 317 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Number 037-245-012 (the "Subject Property"), as OWNER herein,

FOR A VALUABLE CONSIDERATION, OWNER 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 non-exclusive access and staging easement and right-of-way in perpetuity on, over and across a portion of the Property to provide access and staging 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 ("DISTRICT's Facilities") as required for the Lower Mission Creek Flood Control Improvement and Restoration Project, Reaches 2B Phase II & 3, District Project # SC8042, and thereafter for future access and staging for improvements, construction, reconstruction, replacement, installation, operations and maintenance of improvements, including ingress and egress, required by the DISTRICT on a portion of the Property. The permanent non-exclusive access and staging easement area containing approximately 2,108 sq. ft., granted hereby is more particularly described in Exhibit "A" and shown on Exhibit "B" ("Access & Staging Easement") attached hereto and incorporated herein by this reference.

OWNER and its successors in interest retain the right to use the Access & Staging Easement area except that within the Access & Staging 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 access and staging rights granted herein.

Notwithstanding the foregoing, OWNER shall have the right to use and maintain the Access & Staging Easement area that is not encumbered by the DISTRICT's uses for ingress and egress, hardscape and landscape. DISTRICT's rights to the Permanent Easement used and maintained by the OWNER are not diminished by this acknowledgement.

DISTRICT shall have the right to clear or keep clear from the Access & Staging Easement area all non-moveable buildings, structures and improvements that interfere with the use of the Access & Staging Easement area. DISTRICT and 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 Access & Staging Easement area, provided however that DISTRICT 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.

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, volunteers, or agents (the "Indemnitee") against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, officials, employees, volunteers or agents.

This non-exclusive access and staging easement does not create a public street or highway.

DATE: *Month Day, Year*

"OWNER"

Tonia Gallardo
Its: Manager

FOR EXHIBIT PURPOSES ONLY

ACKNOWLEDGEMENT

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 SANTA BARBARA)

On _____, before me, _____ Notary Public, personally appeared Tonia Gallardo 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
Permanent Non-Exclusive Access & Staging Easement

T3-B

A portion of the parcel of land in Block 270 in the City of Santa Barbara, County of Santa Barbara, State of California, described as Parcel One in the Grant Deed to the 317 Chapala Street LLC, recorded August 16, 2013, as Instrument Number 2013-055465, Official Records of the County of Santa Barbara, described as follows.

The Northeasterly 34.00 feet of the Southwesterly 81.35 feet of Parcel One of said Grant Deed, as measured at right angles to the southwesterly line thereof;
AND ALSO the Southwesterly 6.35 feet of Parcel Two of said Grant Deed, as measured at right angles to the southwesterly line thereof, to wit:

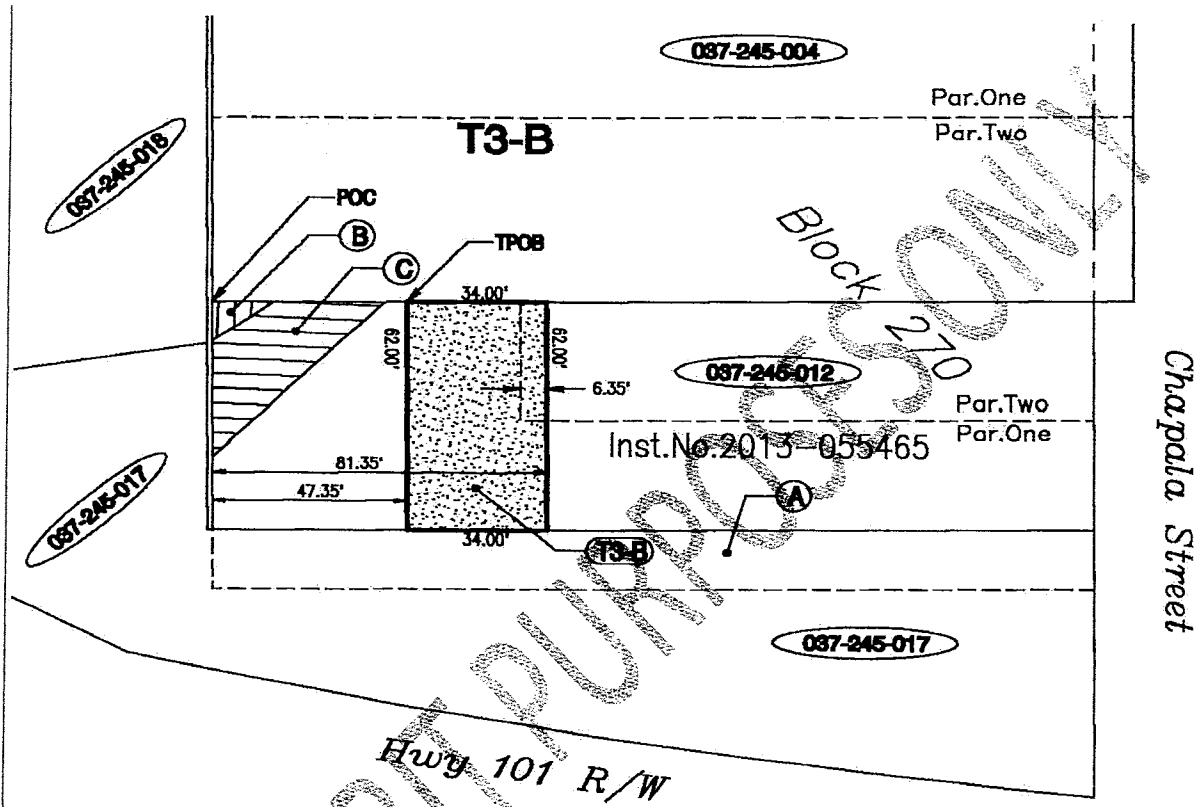
- Commencing at the westerly corner of said Parcel One of said Grant Deed:
- Course 1 thence, northeasterly along the northwesterly line of said Parcel One, North $42^{\circ}25'12''$ East, 47.35 feet to the TRUE POINT OF BEGINNING;
 - Course 2 thence, continuing along said northwesterly line of said Parcel One and said Parcel Two, North $42^{\circ}25'12''$ East, 34.00 feet;
 - Course 3 thence, parallel with and 81.35 feet distant, northeasterly from the southwesterly line of said Parcel One, South $47^{\circ}34'48''$ East, 62.00 feet to a point on the southeasterly line of said Parcel One;
 - Course 4 thence, along the southeasterly line of said Parcel One, South $42^{\circ}25'12''$ West, 34.00 feet;
 - Course 5 thence, North $47^{\circ}34'48''$ West 62.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains approximately 2108 square feet and is as shown on Exhibit B, attached hereto and made a part hereof.

FOR EXHIBIT PURPOSES ONLY

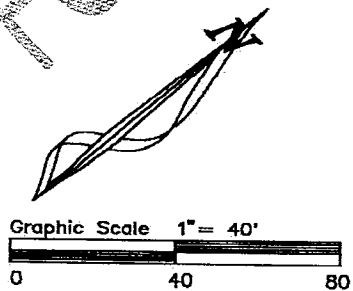
Exhibit "B"

Map Depiction
 Permanent Non-Exclusive Access & Staging Easement



037-245-012 vesting doc: 2013-055465
 A 2013-055465: 16-17' ingress/egress easmt
 B 2368 OR 966: flood control easmnt
 C 2368 OR 969: flood control access easmnt

T3-B 2108sq.ft. Perm. Access &
 Staging Easement



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
 FLOOD CONTROL DISTRICT

APN 037-245-012

*PERMANENT ACCESS & STAGING EASEMENT
 SANTA BARBARA COUNTY
 FLOOD CONTROL DISTRICT
 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 Permanent Non-Exclusive Access & Staging Easement dated *Month Day, Year*, from 317 CHAPALA STREET, LLC., as OWNER, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special District of the County of Santa Barbara, a political subdivision of the State of California, 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 *Month Day, Year*, 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 _____, 2020.

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

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel

ATTACHMENT "3"

District Project: Lower Mission Creek
Reaches 2B-2 & 3
District Project #: SC8042
APN: 037-245-012
Real Prop. File: 003784
Easement : TCE3

TEMPORARY CONSTRUCTION EASEMENT & AGREEMENT (NOT FOR RECORDATION)

317 CHAPALA STREET, LLC., owner of all that real property in the City of Santa Barbara, County of Santa Barbara, State of California, referenced as 317 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Number 037-245-012, (the "Subject Property"), as OWNER herein, on behalf of themselves, their successors and assigns

FOR A VALUABLE CONSIDERATION, OWNER 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 and assigns (hereinafter referred to as "DISTRICT"), a temporary construction easement and right of way, including the right to enter, store materials and equipment, move workers, equipment, and materials over, within and upon a portion of the Subject Property (hereinafter referred to as the "Temporary Construction Easement" or "TCE").

The Temporary Construction Easement Area shall include approximately 2,108 square feet of the Subject Property, which is more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by this reference (hereinafter the "TCE3 Area"). The Temporary Construction Easement shall be used for the specified period of time set forth below in connection with the construction, installation, replacement, repair and use of facilities as part of the Lower Mission Creek Flood Control Improvement and Restoration Project, Reaches 2B Phase II & 3, District Project #SC8042, designed to reduce the risk of potential flooding during major storm and rainfall events ("Project"). The TCE3 includes, but is not limited to, the right of entry, the right to store materials and equipment, the right to conduct construction staging and such other necessary incidental purposes required for the implementation and construction of the Project.

1. The Temporary Construction Easement shall be for a period of nine (9) months, which shall begin on April 1, 2020, and shall expire on December 31, 2020. The DISTRICT shall have the right to extend the Temporary Construction Easement term in additional one-month increments if the DISTRICT determines in its sole and absolute discretion that additional time beyond the nine-month period is necessary for construction. In such case, the DISTRICT shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate OWNER Five Hundred Forty Dollars (\$540)

for each one-month extension term exercised. Payment for any such extensions shall be paid by the DISTRICT to OWNER concurrent with DISTRICT's written notice to OWNER of the DISTRICT's intent to exercise such extension provisions. 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.

2. The OWNER agrees to keep the TCE3 Area free of personnel, materials or objects that may obstruct construction during the term of this TCE3.

3. 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.

4. DISTRICT, its authorized agents, employees and contractors shall replace and/or repair any improvements on OWNER's property that are destroyed, damaged, or relocated as a result of the DISTRICT's negligence under this TCE3. If any OWNER's 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 condition and location at the time it was damaged as is practicable.

5. By DISTRICT'S exercise of this TCE, OWNER 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 solely as a result of the OWNER'S negligence or other wrongful act.

6. DISTRICT agrees to defend, indemnify and hold harmless OWNER from any claims or damages resulting from DISTRICT's exercise of this TCE3 but only in proportion to and to the extent such claims or damages are caused by the negligent or intentional acts or omissions of the DISTRICT'S use of the Portion, unless said claims or damages are solely as a result of the OWNER'S negligence or other wrongful act.

7. Signatory for the OWNER does hereby certify that OWNER is the sole owner of the Property, represents and warrants that she is authorized to sign on behalf of the OWNER, have communicated the contents, rights and duties of this TCE 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"
317 CHAPALA STREET, LLC

By: _____
Tonia Gallardo
Its: Manager

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

ATTEST
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Gregg Hart, Chair
Board of Directors

Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Scott Greenwood
Deputy County Counsel

By: _____
C. Edwin Price, Jr.
Deputy Auditor-Controller

APPROVED:

APPROVED AS TO FORM:
RAY AROMATORIO
CEO/RISK MANAGEMENT

By: _____
Scott D. McGolpin, Director
Public Works Department

By: _____
Greg Milligan
Safety Officer

APPROVED:

APPROVED:

By: _____
Tom Fayram, Deputy Director
Public Works, Flood Control

By: _____
Carlo Achdjian, Manager
Real Property Division

EXHIBIT "A"

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Temporary Construction Easement

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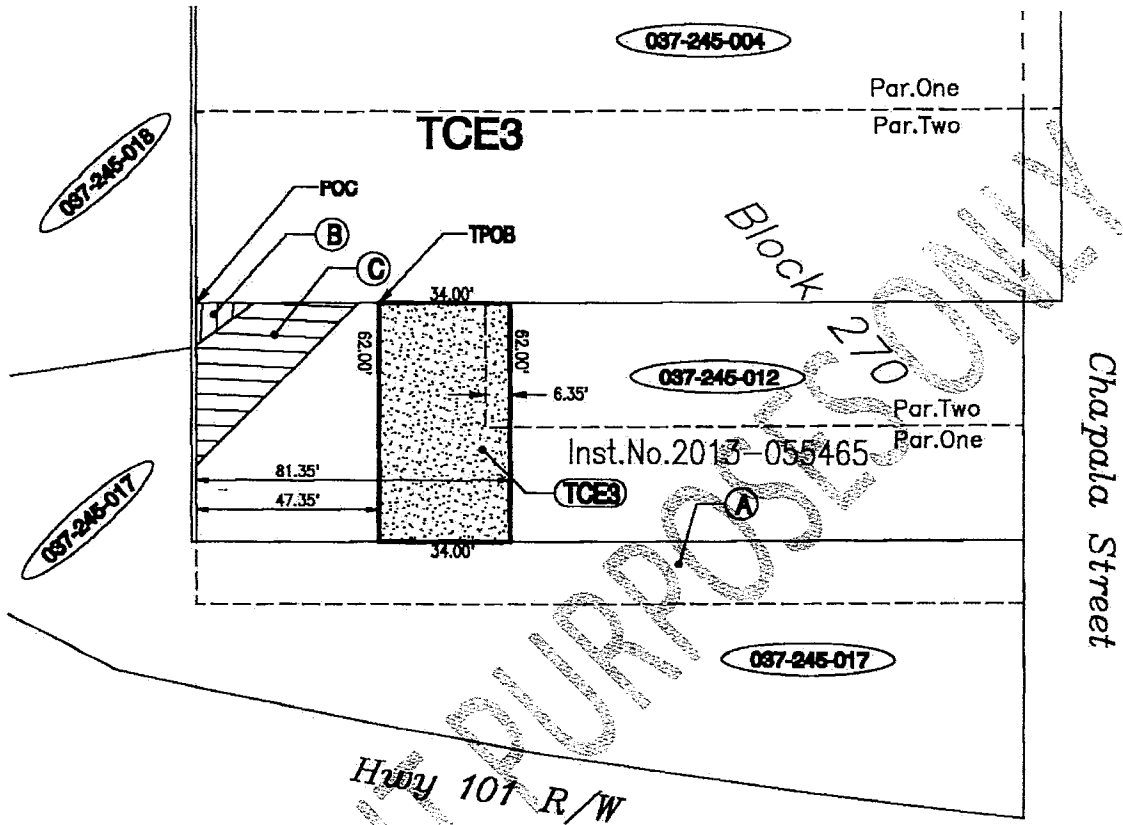
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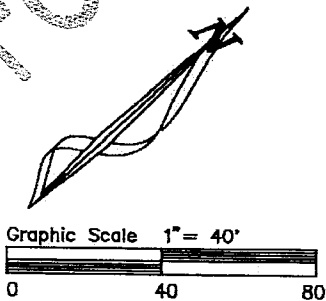
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TCE3 2108sq.ft. Temp.Const.Easement



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS FLOOD CONTROL DISTRICT
APN 037-245-012
<i>TEMPORARY CONSTRUCTION EASEMENT</i> <i>SANTA BARBARA COUNTY</i> <i>FLOOD CONTROL DISTRICT</i> <i>SANTA BARBARA COUNTY, CALIFORNIA</i>

CERTIFICATE OF ACCEPTANCE

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

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WITNESS my hand and official seal this _____ day of _____, 2020.

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

By: _____
Sheila de la Guerra, Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Scott Greenwood
Deputy County Counsel