



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Services
Department No.: 063
For Agenda Of: September 2, 2008
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

154115 15:51 02
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

TO: Board of Supervisors

FROM: Department Bob Nisbet, Director (560-1011)
Director(s) General Services Department
Contact Info: Paddy Langlands, Assistant Director (568-3096)
Support Services Division

SUBJECT: Real Property Purchase Contract and Escrow Instructions for the Tepusquet Low Water Crossing, Project No. 862249, Fifth Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Real Property

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Execute the attached original and duplicate original "Real Property Purchase Contract and Escrow Instructions" between the County of Santa Barbara and RIVERBENCH LLC owners of APN 129-210-31 for the purpose of acquiring a public road easement in connection with the Tepusquet Road Low Water Crossing project, in the amount of compensation of \$69,500.00; and
- b) Execute the attached original and duplicate original "Real Property Purchase Contract and Escrow Instructions" between the County of Santa Barbara and UNION ASPHALT INC. owners of APN 129-220-24 for the purpose of acquiring a public road easement in connection with the Tepusquet Road Low Water Crossing project, in the amount of compensation of \$4,200.00.

Summary Text:

Both property owners have executed the attached Purchase Contracts for the purpose of conveying the County of Santa Barbara road easements necessary for the construction of the Tepusquet Road Bridge. The purpose of this Public Works Project is to eliminate interruption of vehicular service during the rainy season when the low-water crossing is impassible. The Tepusquet Road Bridge would allow for year-round access to local and regional traffic as well as emergency service vehicles.

Background:

The project is located approximately three miles east of the town of Sisquoc between Foxen Canyon and Santa Maria Mesa Road in Santa Barbara County. The existing low-water crossing consists of an earthen fill with seven-four foot diameter culverts. The highpoint of the roadway is approximately 12 feet above the existing river bed elevation and is approximately 480 feet in length. Steep grades, which affect sight distance, are present at the channel banks as Tepusquet Road descends to this crossing. The roadway approaches are paved and consist of two nine foot lanes with no shoulders.

The proposed project consists of the replacement of the Tepusquet Road Low-water crossing with a multi span bridge over the Sisquoc River. The new bridge will have two 12-foot wide lanes and 5-foot wide shoulders. The total bridge length will be 689 feet with concrete bridge railings with tubular railings suited for bicycle and pedestrian traffic. The total length for roadway reconstruction is approximately 880 feet.

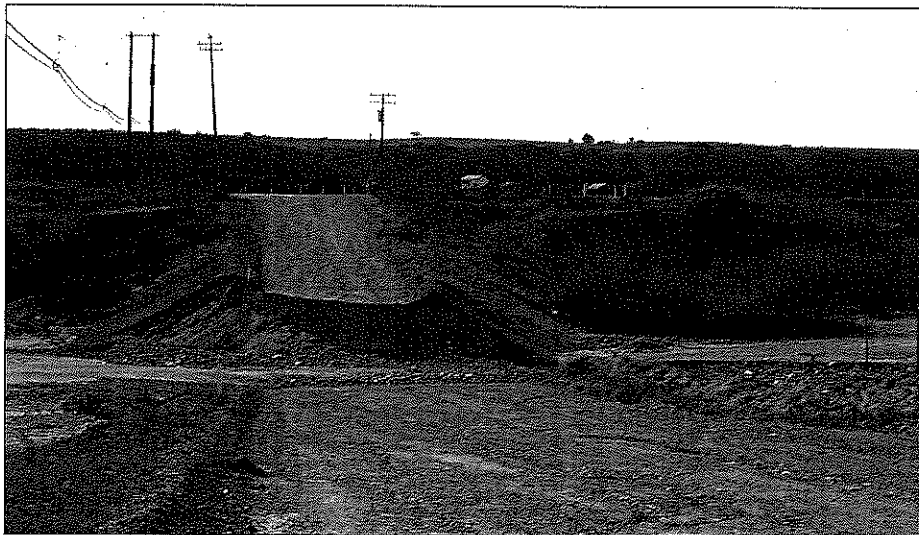


Photo: Existing Low-water crossing washed out.

Approval of these Purchase Contracts by the Board of Supervisors will allow the Public Works Department to proceed with right-of-way acquisitions of property as stated above, from willing sellers, for the fair market price of \$73,700.00 for the following parcels: APN's 129-210-031, 129-220-024.

Fiscal and Facilities Impacts:

Budgeted: Yes **Fiscal Analysis:**

Funding Sources	Current FY Cost:	Annualized On-going Cost:	Total One-Time Project Cost
General Fund	\$ 9,887.14		\$ 9,887.14
State			
Federal:HBP	\$ 76,312.86		\$ 76,312.86
Fees			
Other: Prop 1B			\$ -
Total	\$ 86,200.00	\$ -	\$ 86,200.00

Narrative:

Total project costs for acquisition, appraisal, appraisal review, title report, escrow fees, and title insurance are estimated at \$86,200.00. Of these expenditures 88.53% will be reimbursed by the Highway Bridge Program (HBP), and the remaining 11.47% will come from General Fund. Easement costs, which are based on an "Independent Appraisal," indicate a total value of \$73,700.00 (\$72,650.00 Permanent Easement, and \$1,050.00 for Temporary Construction Easement). Funds for the acquisition of the Temporary Construction Easement have been budgeted in Dept. 054, Fund 0017, Organization Unit 0600, Program 2830, and Account 7705. Funds for the acquisition of the Permanent Easement have been budgeted in Dept. 054, Fund 0017, Organization Unit 0600, Program 2830, and Account 8100. The costs for the appraisal, appraisal review, title report, escrow fees, and title insurance are estimated to be \$12,500.00. Funds for these services have been budgeted in Dept. 054, Fund 0017, Organization Unit 0600, Program 2830, and Account 7460

Special Instructions:

After Board action, distribute as follows:

- | | | |
|----|--|---|
| 1. | Original and Dupl Original RIVERBENCH Contract & Minute Order | Real Estate Svcs, Attn: Scott Dickinson
Clerk of the Board Files |
| 2. | Copy of RIVERBENCH LLC Contract | Real Estate Svcs, Attn Scott Dickinson |
| 3. | Original and Dupl Original UNION ASPHALT Contract & Minute Order | Attn: Scott Dickinson
Clerk of the Board Files |
| 4. | Copy of UNION ASPHALT Contract | Public Works 123 E. Anapamu |
| 5. | Minute Order | Attn: Charlie Elbert |

Attachments:

(2) Original and (2) duplicate original Real Property Purchase Contract and Escrow Instructions (Riverbench, LLC & Union Asphalt)

Authored by:

Scott Dickinson, SR/WA, Office of Real Estate Services, General Services Department

cc:

Charlie Elbert, Public Works

Project: Tepusquet Road Low Water Crossing
Folio: 003546
APN: 129-220-24
Agent: Scott Dickinson

**REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS
(Permanent Easement & Temporary Construction Easement)**

THIS CONTRACT is made by and between the COUNTY of SANTA BARBARA, hereinafter referred to as "COUNTY," and UNION ASPHALT, 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 Tepusquet Road and more particularly described as County Assessor's Parcel No. 129-220-24, hereinafter referred to as "Property"; and

WHEREAS, COUNTY has designed the plans and specifications for a bridge, roadway repair, erosion protection, landscaping and related improvements (hereinafter "County Improvements") on a portion of the Property in connection with the proposed Tepusquet Road Low Water Crossing Project (COUNTY Project Number 862248), 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 desires to purchase a temporary construction easement on the Property to facilitate construction of the County Improvements for a period of one (1) year; and

WHEREAS, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any improvements within the permanent easement and temporary construction easements shown on Attachment "1" as the "ROW ESMT" and "TCE" respectively (and hereinafter referred to as the "Easement Areas") 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 and temporary construction easement for public road purposes which includes all of the County Improvements in, on, over, under, along, and across a portion of Assessor's Parcel No. 129-220-24. The easements shall be legally described and

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. Escrow Officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining subordination agreements from any and all creditors holding liens against said Property.

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

This Contract shall become a part of the Escrow and shall constitute the basic instructions of COUNTY and OWNER to the Escrow Officer. 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 the General Services 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 and deliver this fully-executed Contract, the OWNER-executed Easement Deed (Permanent Easement), and the OWNER-executed Temporary Construction Easement to the Escrow Officer within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before ninety (90) 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 both: (1) the recordation of the Easement Deed (Permanent Easement) which shall vest title to the permanent easement in COUNTY;

OWNER shall execute the Easement Deed (Permanent Easement) and the Temporary Construction Easement concurrently with the OWNER'S execution of this Contract.

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.

C. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copies of the deeds, as executed by OWNER, prior to the close of escrow in order to receive "acceptance" by COUNTY'S Board of Supervisors of the subject Easement Areas; and

2. To obtain subordination agreements from any holders of liens against the Property; and

3. To record the executed permanent easement deed with the Santa Barbara County Recorder's Office and deliver the recorded deed to COUNTY upon close of escrow; and

Project: Tepusquet Road Low Water Crossing
Folio: 003546
APN: 129-220-24
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

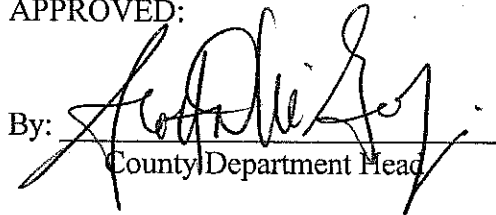
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors
Salud Carbajal

By: _____
Deputy

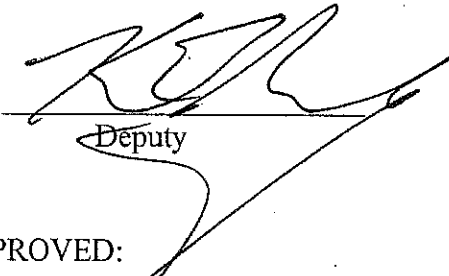
Date: _____

APPROVED:

By: 
County Department Head

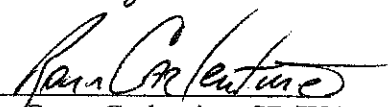
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

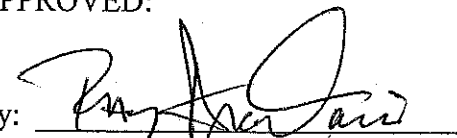
By: 
Deputy

By: 
Deputy

APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Program Administrator

(signature page continued)

Project: Tepusquet Road Low Water Crossing

Folio: 003546

APN: 129-220-24

Agent: Scott Dickinson

“OWNER”

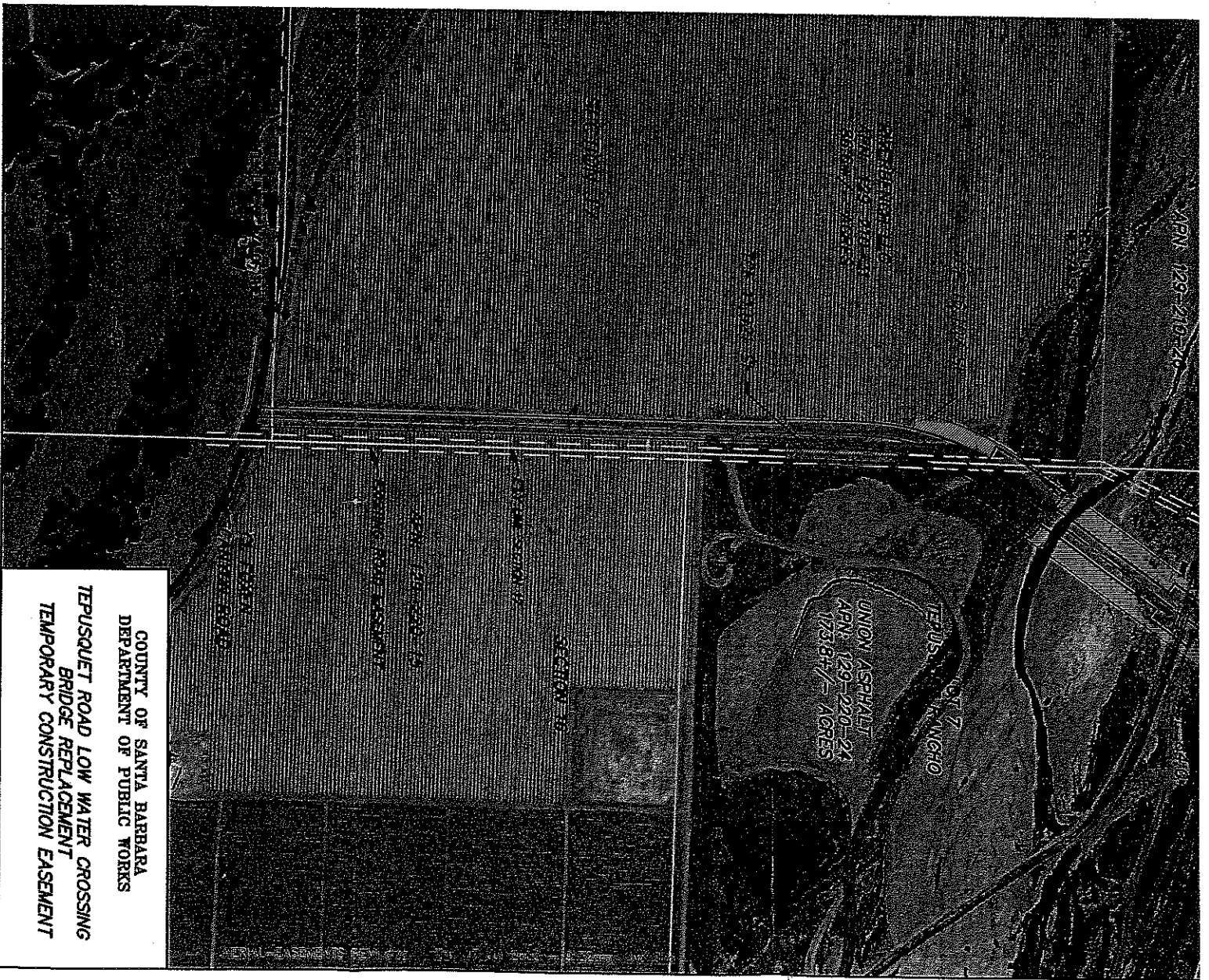
UNION ASPHALT

By: 

PRESIDENT

By: 

SECRETARY



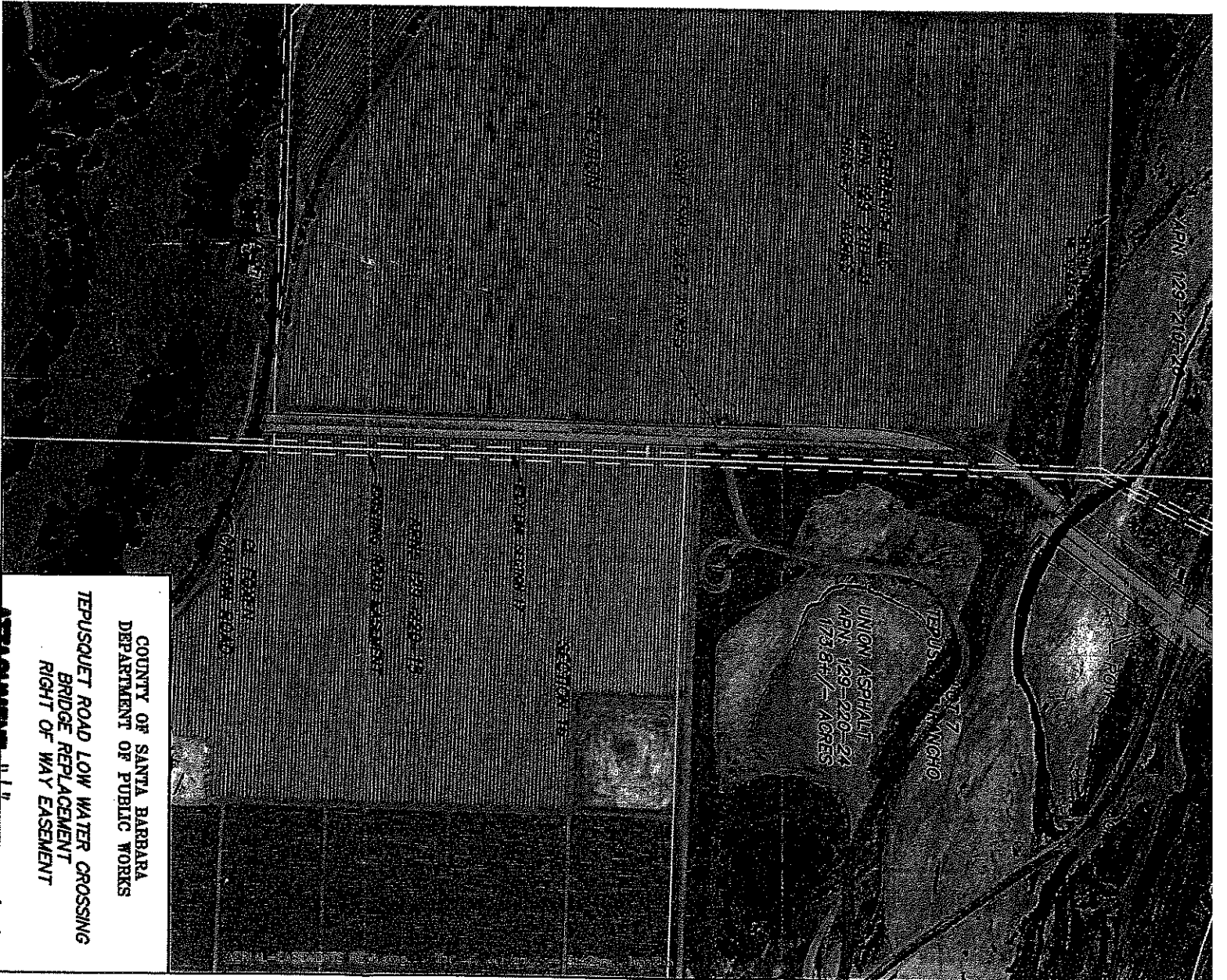
UNION ASPHALT
APN: 129-220-24
173.847 = ACRES

TEPUS
LOT 7
173.847 = ACRES

APN: 129-210-20

COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TEPUSQUET ROAD LOW WATER CROSSING
BRIDGE REPLACEMENT
TEMPORARY CONSTRUCTION EASEMENT

ATTACHMENT "1" - two of four



COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS

TEPUSQUET ROAD LOW WATER CROSSING
BRIDGE REPLACEMENT
RIGHT OF WAY EASEMENT

ATTACHMENT 11/11 - and nt from

Project: Tepusquet Road Low Water Crossing
Folio: 003546
APN: 129-210-31
Agent: Scott Dickinson

**REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS
(Permanent Easement & Temporary Construction Easement)**

THIS CONTRACT is made by and between the COUNTY of SANTA BARBARA, hereinafter referred to as "COUNTY," and RIVERBENCH LLC, 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 Tepusquet Road and more particularly described as County Assessor's Parcel No. 129-210-31, hereinafter referred to as "Property"; and

WHEREAS, COUNTY has designed the plans and specifications for a bridge, roadway repair, erosion protection, landscaping and related improvements (hereinafter "County Improvements") on a portion of the Property in connection with the proposed Tepusquet Road Low Water Crossing Project (COUNTY Project Number 862248), 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 desires to purchase a temporary construction easement on the Property to facilitate construction of the County Improvements for a period of one (1) year; and

WHEREAS, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any improvements within the permanent easement and temporary construction easements shown on Attachment "1" as the "ROW ESMT" and "TCE" respectively (and hereinafter referred to as the "Easement Areas") 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 and temporary construction easement for public road purposes which includes all of the County Improvements in, on, over, under, along, and across a portion of Assessor's Parcel No. 129-210-31. The easements shall be legally described and

Original

shown on Exhibit "A" to be attached to the Easement Deed (Permanent Easement) and the Temporary Construction Easement during escrow.

OWNER hereby grants to COUNTY, its authorized agents, contractors, and employees a temporary Right of Entry and immediate use of the Easement Areas upon execution of this Contract. This Right of Entry includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Easement Areas including the Right of Entry onto the Property to reconnect, remove or relocate OWNER'S improvements and public and private utilities serving the Property which may be necessary because of said Project. The purpose of this temporary Right of Entry is to facilitate the construction of the Project and shall commence on the date construction of the Project actually begins on the Easement Areas.

As consideration for the granting of the Easement Areas, and for the loss, replacement, and moving of any and all improvements, COUNTY shall pay OWNER the total sum of SIXTY NINE THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$69,500.00), 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 (90) 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 with copies to the escrow officer and to the OWNER.

At least one (1) day prior to the close of escrow, COUNTY shall deposit with the Escrow Officer the purchase price together with an amount sufficient to pay for COUNTY'S share of prorations, fees, costs, and expenses to be paid by COUNTY pursuant to this Contract.

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 opened at Chicago Title Company, 2222 S. Broadway, Santa Maria, CA 93454, 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 to the Escrow Officer. 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 the General Services 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 and deliver this fully-executed Contract, the OWNER-executed Easement Deed (Permanent Easement), and the OWNER-executed Temporary Construction Easement to the Escrow Officer within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before ninety (90) 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 both: (1) the recordation of the Easement Deed (Permanent Easement) which shall vest title to the permanent easement in COUNTY;

OWNER shall execute the Easement Deed (Permanent Easement) and the Temporary Construction Easement concurrently with the OWNER'S execution of this Contract.

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.

C. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copies of the deeds, as executed by OWNER, prior to the close of escrow in order to receive "acceptance" by COUNTY'S Board of Supervisors of the subject Easement Areas; and

2. To obtain subordination agreements from any holders of liens against the Property; and

3. To record the executed permanent easement deed with the Santa Barbara County Recorder's Office and deliver the recorded deed to COUNTY upon close of escrow; and

4. To deliver to OWNER at the close of escrow the purchase price as stated in Section 1, herein above.

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. Exceptions contained in a Preliminary Title Report No. to be 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 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 General Services, 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. Escrow Officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining subordination agreements from any and all creditors holding liens against said Property.

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: Tepusquet Road Low Water Crossing
Folio: 003546
APN: 129-210-31
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

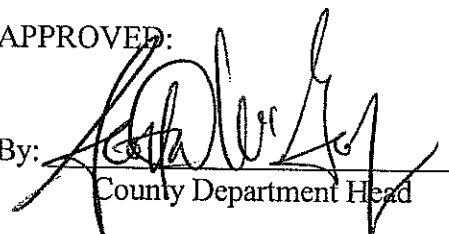
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors
Salud Carbajal

By: _____
Deputy

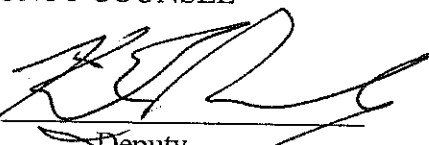
Date: _____

APPROVED:

By: 
County Department Head

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

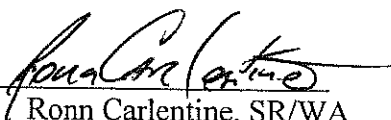
APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER.

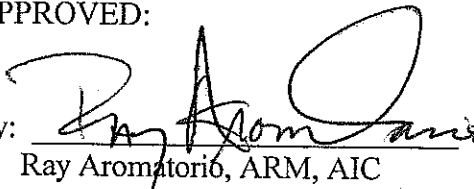
By: 
Deputy

By: 
Deputy

APPROVED:

APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

By: 
Ray Aromatorio, ARM, AIC
Risk Program Administrator

(signature page continued)

Project: Tepusquet Road Low Water Crossing

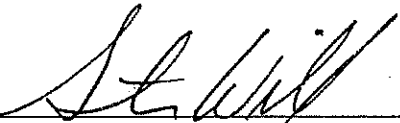
Folio: 003546

APN: 129-210-31

Agent: Scott Dickinson

"OWNER"
RIVERBENCH LLC

By: 
PRESIDENT MANAGER

By: 
SECRETARY MANAGER

