

**BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

**BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**BOARD OF DIRECTORS OF THE
LAGUNA COUNTY SANITATION DISTRICT**

**BOARD OF DIRECTORS OF THE
SANTA BARBARA COUNTY WATER AGENCY**

IN THE MATTER OF MODIFICATIONS TO THE)
COUNTY'S TEMPORARY ENTRY PERMIT,) **RESOLUTION NO.** _____
RIGHT OF ENTRY AGREEMENTS AND)
CONFIRMING THE NOMINAL VALUE LIMIT)
PREVIOUSLY ADOPTED BY THE COUNTY)

WHEREAS, in accordance with Government Code 25350.51 the Board of Supervisors may delegate to appropriate County officials the authority to obtain use of real property by license for a term not to exceed five years and for a rental not to exceed seven thousand five hundred dollars (\$7,500) per month; and

WHEREAS, the Director of Public Works serves as an ex officio official of the Flood Control and Water Conservation District, the Laguna County Sanitation District, and the Santa Barbara County Water Agency; and

WHEREAS, on October 5, 2004, the County of Santa Barbara Board of Supervisors, the Flood Control Board of Directors, and the Laguna Sanitation Board of Directors (the "Boards") via Resolution No. 04-281 authorized the Director of the Public Works Department to execute Temporary Entry Permits, and Right of Entry Agreements ("Licenses") for the conveyance of temporary property rights to the County for use by the Department of Public Works, the Flood Control and Water Conservation District, and the Laguna County Sanitation District (collectively, "Public Works"); and

WHEREAS, on October 5, 2004, the Boards also adopted Resolution No. 04-280 which established a nominal value of Five Hundred Dollars (\$500.00) for the conveyance of temporary real property rights to the County via the above referenced Entry Permits and authorized the Director of Public Works to approve administrative settlements for those permits up to Two Thousand Five Hundred Dollars (\$2,500.00); and

WHEREAS, Public Works desires that the Director of Public Works be authorized to execute Licenses for the conveyance of temporary property rights to the County for use by the County Water Agency; and

WHEREAS, Public Works would like to modify the Temporary Entry Permit whereby the County provides monetary compensation to impacted property owners; and

WHEREAS, Public Works would like to modify the Temporary Right of Entry Agreement whereby the County compensates impacted property owners via the installation of improvements on the owner's property at the County's expense; and

WHEREAS, the Public Works Department desires to confirm the Nominal Value minimum of Five Hundred Dollars (\$500.00) and the administrative settlement limit of Two Thousand Five Hundred Dollars (\$2,500.00); and

WHEREAS, Public Works recognizes that changes to the terms of such Licenses may be required by property owners, their legal counsel or Public Works and desires to streamline the execution process by authorizing the Director of Public Works, or designee, to sign such modified Licenses, provided that such modifications are minor in nature; and

WHEREAS, certain surveying work may occur without consideration to property owners, Temporary Entry Permit or other agreement pursuant to Civil Code Section 846.5(a); and

WHEREAS, certain Flood Control and Water Conservation District work may occur without consideration to property owners, Temporary Entry Permit or other agreement pursuant to authority granted in the Flood Control and Water Conservation District's enabling legislation in the California Water Code; and

WHEREAS, certain work by the Resource Recovery and Waste Management Department, Laguna County Sanitation District and other Public Works districts and departments, such as inspections that relate to public health and safety, may occur without consideration to property owners, Temporary Entry Permit or other agreement pursuant to laws and statutes such as County Code Sections 29-35, 34A-10 and 34B-25.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Santa Barbara, State of California, the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District, the Board of Directors of the Laguna County Sanitation District, and the Board of Directors of the Santa Barbara County Water Agency (the "Boards"), do hereby find, determine and order as follows:

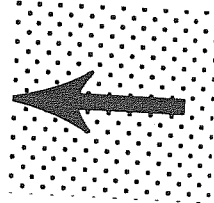
1. That the above recitals are true and correct.
2. That this Resolution supersedes and replaces Resolution Numbers 04-280 and 04-281.
3. That the Boards hereby establish a nominal value of five hundred dollars (\$500.00) for the conveyance of real property rights by the Licenses attached hereto, or similar licenses and agreements, when such real property rights are of nominal value.
4. That the Boards do hereby authorize the Director of Public Works, or designee, to approve administrative settlements for such temporary rights up to Two Thousand Five Hundred Dollars (\$2,500.00).
5. That the Boards do hereby adopt and authorize the use of the Temporary Entry Permit (attached hereto as Exhibit "A" and incorporated herein by this reference) providing property owners with nominal value monetary consideration.

6. That the Boards do hereby adopt and authorize the use of the Temporary Right of Entry Agreement (attached hereto as Exhibit "B" and incorporated herein by this reference) providing property owners with compensation in the form of improvements which benefit the property owner and are installed by the County at the County's cost.
7. That Public Works may perform work at a property owner's request which makes monetary consideration and indemnification of the property owner inappropriate, in which case Public Works may omit the monetary consideration and indemnification of owner clauses from the Licenses referenced herein.
8. That the Director of Public Works, or designee, shall be authorized to execute such temporary Licenses which contain modifications made pursuant to requests by property owners, their legal counsel, or by Public Works, provided that such modifications are minor in nature.
9. That certain surveying work may occur without compensation to property owners pursuant to Civil Code Section 846.5(a).
10. That certain Flood Control and Water Conservation District work may occur without consideration to property owners, Temporary Entry Permit or other agreement pursuant to authority granted in the Flood Control and Water Conservation District's enabling legislation in the California Water Code.
11. That certain work by the Resource Recovery and Waste Management Department, Laguna County Sanitation District and other Public Works districts and departments, such as inspections that relate to public health and safety, may occur without consideration to property owners, Temporary Entry Permit or other agreement pursuant to laws and statutes such as County Code Sections 29-35, 34A-10 and 34B-25.

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PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District, the Board of Directors of the Santa Barbara County Water Agency, and the Board of Directors of the Laguna County Sanitation District, this ____ day of _____, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINED:**



ATTEST:
MONA MIYASATO,
CLERK OF THE BOARD

By: _____
Deputy

COUNTY OF SANTA BARBARA

By: _____
Steve Lavagnino;
Chair, Board of Supervisors

ATTEST:
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

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Steve Lavagnino;
Chair, Board of Directors

ATTEST:
MONA MIYASATO, CLERK OF THE
BOARD and Ex Officio Clerk of the Board of
Directors of the Santa Barbara County Water Agency

By: _____
Deputy

SANTA BARBARA COUNTY WATER AGENCY

By: _____
Steve Lavagnino;
Chair, Board of Directors

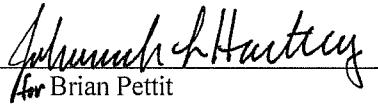
ATTEST:
MONA MIYASATO, CLERK OF THE
BOARD and Ex Officio Clerk of the Board of
Directors of the Laguna County Sanitation District

By: _____
Deputy

LAGUNA COUNTY SANITATION DISTRICT

By: _____
Steve Lavagnino;
Chair, Board of Directors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
for Brian Pettit
Deputy County Counsel

TEMPORARY ENTRY PERMIT
(NOT FOR RECORDATION)

County Project:
County Project #:
APN(s):
Real Prop. Folio:

_____, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly known as _____ and more particularly described as Santa Barbara County Assessor's Parcel Number _____ (herein the "Property"), and referred to as OWNER(S) herein, on behalf of themselves, their successors and assigns,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO _____ [Pick one of the following County agencies and delete those that do not apply]

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California,

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,

The SANTA BARBARA COUNTY WATER AGENCY, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California,

The LAGUNA COUNTY SANITATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California,
its successors, assigns, authorized agents, contractors, officers and employees (hereinafter referred to as "COUNTY"),

a right of entry, including the right to enter, store materials and equipment, move workers, equipment, and materials over, within and upon a portion of the Property. The Property and the approximate area covered by this Temporary Entry Permit (the "Portion") are identified on the exhibit map attached hereto and incorporated herein. *(The Exhibit should be simple and not include exact dimensions)*

This Temporary Entry Permit ("Permit") shall cover the Portion and shall be for the purpose of _____, and for such other purposes as may be incidental to such activities (the "Project"). This Permit shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of the above temporary rights, COUNTY shall compensate OWNER in the amount of FIVE HUNDRED DOLLARS (\$500.00) within thirty (30) days of the execution of this Permit by both parties. *(The Director of PW has authority to increase this settlement up to \$2,500.00. If above \$500.00 and the purchase price is being reimbursed by an outside Agency, documentation of the value may be required)*

2. It is contemplated that this Permit shall be for a period of *(up to 24 months)* and will commence upon execution by OWNER or COUNTY, whichever is later. In the event that the work contemplated herein is not completed within said *(up to 24 months)* period, the County may extend the term of this Permit for three month period(s) as necessary to facilitate completion of the Project. COUNTY shall provide OWNER with fifteen (15) day written and advance notice in the event the COUNTY extends

the term of this Permit. This Permit shall terminate not later than (enter date, not more than five years from date of execution).

3. The OWNER agrees to keep the Portion free of personnel, materials or objects that may obstruct construction during the term of this Permit. Use or remove this clause on a case by case basis

4. The COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY'S entry thereon.

5. By COUNTY'S exercise of this Permit, OWNER assumes no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNER'S negligence or other wrongful act.

6. COUNTY agrees to defend, indemnify and hold OWNER harmless from any claims or damages resulting from COUNTY'S use of the Property, unless said claims or damages are as a result, in part or wholly of the OWNER'S negligence or other wrongful act.

7. COUNTY, its authorized agents, employees and contractors shall replace and/or repair any improvements on OWNER'S property, destroyed or damaged, as a result of the rights granted under this Permit. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable. If any mature trees are damaged to the extent that they do not survive, COUNTY shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNER'S sole remedy.

8. Signatories for the OWNER(S) do hereby certify that they are, collectively, the sole owners of the Property; or warrant that they are authorized to sign on behalf of the OWNER(S), have communicated the contents, rights and duties of this Permit 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:

COUNTY:

Signature

Signature

Print Name/Title

Public Works Director

Print Name/Title

Address

123 East Anapamu Street

Address

City, State, Zip

Santa Barbara, CA 93101

City, State, Zip

Date

Date

County Project:
County Project #:
APN(s):
Real Prop. Folio:

TEMPORARY RIGHT OF ENTRY AGREEMENT
(NOT FOR RECORDATION)

_____, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly known as _____ and more particularly described as Santa Barbara County Assessor's Parcel Number _____ (herein the "Property"), and referred to as OWNER(S) herein, on behalf of themselves, their successors and assigns,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

[Pick one of the following County agencies and delete those that do not apply]

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California,

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,

The SANTA BARBARA COUNTY WATER AGENCY, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California,

The LAGUNA COUNTY SANITATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California,

its authorized agents, contractors, officers and employees (hereinafter referred to as "COUNTY"), a right of entry, including the right to enter, store materials and equipment, move workers, equipment, and materials over, within and upon the Property. The Property and the approximate area covered by this Temporary Right of Entry Agreement (the "Portion") are shown on the exhibit map attached hereto and incorporated herein. *(Exhibit should be simple and should not contain exact dimensions)*

This Temporary Right of Entry Agreement ("TROE") shall cover the Portion, and shall be for the purpose of _____ and for such other purposes as may be incidental to such activities ("Project"). This TROE shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of this TROE, the COUNTY shall compensate OWNERS with the installation of _____ improvements on the Property by COUNTY at COUNTY'S cost.

2. It is contemplated that this TROE shall be for a period of *(up to 24 months)* and will commence upon execution by OWNER or COUNTY, whichever is later. In the event that construction is not completed within said *(up to 24 months)* period, the County may extend the term of this TROE for three month period(s) as necessary to facilitate completion of the Project improvements. COUNTY shall provide OWNER with fifteen (15) day written and advance notice in the event the COUNTY extends the term of this TROE. This TROE shall terminate not later than _____ *date* _____, *(not more than five years from date of execution)*

3. The OWNER agrees to keep the Portion free of personnel, materials or objects that may obstruct construction during the term of this TROE. *(Use or remove this clause on a case by case basis)*

4. The COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY'S entry thereon.

5. By COUNTY'S exercise of this TROE, the OWNERS assume no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNER'S negligence or other wrongful act.

6. COUNTY agrees to defend, indemnify and hold OWNERS harmless from any claims or damages resulting from COUNTY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence of other wrongful act.

7. COUNTY, its authorized agents, employees and contractors shall replace and/or repair any improvements on OWNER'S property, destroyed or damaged, as a result of the rights granted under this TROE. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable. If any mature trees are damaged to the extent that they do not survive, COUNTY shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNER'S sole remedy.

8. Signatories for the OWNER(S) do hereby certify that they are, collectively, the sole owners of the Property; or warrant that they are authorized to sign on behalf of the OWNERS, have communicated the contents, rights and duties of this TROE 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.

OWNERS:

COUNTY:

Signature

Signature

Print Name/Title

Public Works Director
Print Name/Title

Address

123 East Anapamu Street
Address

City, State, Zip

Santa Barbara, CA 93101
City, State, Zip

Date

Date