

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



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

Agenda Number:
Prepared on: 12/5/02
Department Name: Public Works
Department No.: 054
Agenda Date: 1/28/03
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Santa Barbara County Board of Supervisors

FROM: Phillip M. Demery, Director
Public Works Department

STAFF CONTACT: Scott McGolpin
Deputy Director of Transportation, telephone: 568-3005

Michael Emmons
County Surveyor, telephone: 568-3012

SUBJECT: Isla Vista Sidewalk Project
County Project Number 310300 (Real Property Folio No. YS 3354)
Third Supervisorial District

Recommendation(s):

That the Board of Supervisors:

1. Execute the attached original and duplicate original Real Property Purchase Contract and Escrow Instructions for the acquisition of a permanent easement for sidewalk, roadway and public utility purposes at 6597 Trigo Road, Isla Vista (APN 075-211-001) in the amount of \$12,820 from Nebhut Smith.
2. Execute the attached original and duplicate original Real Property Purchase Contract and Escrow Instructions for the acquisition of a permanent easement for sidewalk, roadway and public utility purposes at 6608 Sueno Road, Isla Vista (APN 075-101-013) in the amount of \$10,040 from Dean Brunner et al.
3. Execute the attached original and duplicate original Real Property Purchase Contract and Escrow Instructions for the acquisition of a permanent easement for sidewalk, roadway and public utility purposes at 6606 Pasado Road, Isla Vista (APN 075-102-018) in the amount of \$280 from Roderick Kenaston.

Subject: Isla Vista Sidewalk Project
County Project Number 310300 (Real Property Folio No. YS 3354)
Third Supervisorial District
Agenda Date: January 28, 2003
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Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 1. An Efficient Government Able to Respond Effectively to the Needs of the Community.

Executive Summary and Discussion:

The County has designed the plans and specifications to install and construct new sidewalk improvements on a number of the more heavily traveled streets and intersections in Isla Vista in connection with the Isla Vista Sidewalk Project (County Project No. 310300).

On January 22, 2002, the County Board of Supervisors adopted Resolution 02-031 establishing compensation for the Isla Vista Sidewalk Project of twenty dollars (\$20.00) per square foot of easement area conveyed (Clerk of the Board File No. 02-00103).

The property owner of 6597 Trigo Road (Nebhut Smith, Trustee of the Nebhut Smith Family Trust under instrument dated September 11, 1991) has offered to convey a permanent easement consisting of 641 square feet in exchange for \$12,820 of compensation.

The property owners of 6608 Sueno Road (Ralph Randall and Sandee Randall, husband and wife, as community property; Erik W. Ritzau and Darcy R. Ritzau, husband and wife, as community property; and Dean R. Brunner, Trustee under the Dean R. Brunner and Penny S. Brunner 1985 Trust dated August 5, 1985) have offered to convey a permanent easement consisting of 502 square feet in exchange for \$10,040 of compensation.

The property owner of 6606 Pasado Road (Roderick William Kenaston) has offered to convey a permanent easement consisting of 14 square feet in exchange for \$280 of compensation.

Execution of these Purchase Contracts will provide the County with the easements necessary for construction of the sidewalk improvements. Escrows will be opened at Chicago Title Company, 1101 Anacapa Street, Santa Barbara. Permanent Easement Deeds executed by the property owners will be brought to the Board of Supervisors for acceptance prior to the close of escrow.

The Transportation Division has reviewed this request and concurs with these real property transactions.

Mandates and Service Levels:

No change in programs or service levels.

Subject: Isla Vista Sidewalk Project
County Project Number 310300 (Real Property Folio No. YS 3354)
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Fiscal and Facilities Impacts:

Purchase of these easements will cost the County approximately \$27,000, which includes, in addition to the purchase price, expenses such as title insurance, escrow fees and other miscellaneous expenses.

The only impact to facilities will be the addition of the sidewalk improvements and required maintenance thereto.

Special Instructions:

After Board action, distribute as follows:

- | | |
|---------------------------------|---|
| 1. Original Contracts | Clerk of the Board Files |
| 2. Duplicate original Contracts | Facilities Services, Attn: Harrison Heyl |
| 3. Minute Order | Transportation Division, Attn: Ron Bensel |
| 4. Minute Order | Facilities Services, Attn: Harrison Heyl |

Real Property will deliver the duplicate original Purchase Contracts to the property owners and will save a photocopy of the Purchase Contracts in the Real Property files. The Office of the Clerk of the Board will receive original Purchase Contracts for its files.

Concurrence:

Real Property (Public Works)
Auditor-Controller (approval as to form)
Risk Management (approval as to form)
County Counsel (approval as to form)

Project: Isla Vista Sidewalks
Project # 310300
APN: 075-211-001
Folio #: YS 3354
Agent: Harrison Heyl

**REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS
(PERMANENT EASEMENT)**

THIS CONTRACT is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and NEBHUT SMITH, Trustee of the Nebhut Smith Family Trust under instrument dated September 11, 1991, 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, commonly referred to as 6597 Trigo Road, Isla Vista, and more particularly described as County Assessor's Parcel No. 075-211-001, hereinafter referred to as the "Property"; and

WHEREAS, COUNTY has designed the plans and specifications to install sidewalk improvements and related public improvements (hereinafter "Project Improvements") on a portion of the Property in connection with the proposed Isla Vista Sidewalk Project (County Project Number 310300), hereinafter referred to as "Project"; and

WHEREAS, the COUNTY Board of Supervisors approved the Project and the Notice of Exemption pursuant to CEQA guidelines on June 19, 2001, in connection with the adoption of the FY 2001-02 Road Maintenance Annual Plan; and

WHEREAS, the COUNTY Board of Supervisors adopted Resolution 02-031 on January 22, 2002, providing for the alternative administration of easement acquisition for the Project ; and

WHEREAS, COUNTY desires to purchase a permanent easement (hereinafter the "Permanent Easement") for the installation, construction and maintenance of the Project Improvements on a portion of the Property in connection with the Project; and

WHEREAS, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any of OWNER'S improvements within the Permanent Easement 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 the Permanent Easement for all the Project Improvements, uses and purposes in, on, over, under, along, and across a portion of Assessor's Parcel No. 075-211-001. The Permanent Easement consists of approximately six hundred forty-one (641) square feet and is more particularly described in the Easement Deed (Permanent Easement), which is attached hereto as Exhibit 1 and incorporated herein by this reference.

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

As consideration for the granting of the Permanent Easement, the temporary right of entry and use of the Permanent Easement, and the loss, replacement, and moving of any and all of OWNER'S improvements, COUNTY shall pay OWNER the total sum of TWELVE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$12,820.00), 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.

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 the Permanent Easement:

A. Completion of an Environmental Site Assessment (hereinafter "ESA") and approval of the ESA by the Director of General Services, or designee, which approval shall not unreasonably be withheld. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 7, hereinbelow. If the ESA is not completed and approved within the stated time, then COUNTY shall have the right to extend the escrow period by thirty (30) days. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended for up to sixty (60) days in order for OWNER to resolve the potential liability.

B. 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, 1101 Anacapa Street, Santa Barbara, CA 93101, 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 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 signed Contract to the Escrow Officer within fifteen (15) days of execution hereof by COUNTY. The date of closing shall be on or before forty-five (45) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the recordation of the deed vesting title to the Permanent Easement in COUNTY.

OWNER shall execute in escrow or deliver to the Escrow Officer within ten (10) days of the opening of escrow the deed for the Permanent Easement in the form of Exhibit 1, attached hereto and incorporated herein by this reference.

B. The escrow fees shall be paid as follows:

1. COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Permanent Easement to COUNTY pursuant to the execution of this Contract. COUNTY shall pay the premium charged for the policy of title insurance for the Permanent Easement granted to 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 Permanent Easement 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 Permanent Easement to COUNTY.

C. The Escrow Officer shall be obligated as follows:

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

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

3. To record the executed Easement Deed and deliver a certified copy with recording information and document number to COUNTY; and

4. To issue a policy of title insurance to COUNTY for the Permanent Easement.

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

A. To relocate and reconnect any public and private utilities serving OWNER'S remaining Property if said relocation becomes necessary because of said Project. OWNER and COUNTY acknowledge that the public utility companies serving the Property perform the work to disconnect and reconnect public utility service and thus are ultimately responsible for the timely resumption of any interruption of service. OWNER shall provide COUNTY with drawings or otherwise indicate the location of private utilities on the Property which are known to OWNER within ten (10) days of execution of this Contract; and

B. To repair any damage done to OWNER'S improvements or other property by COUNTY during the Project, only as provided herein; and

C. To maintain access to the Property during construction of the Project, unless other arrangements are made by the OWNER and approved on the behalf of COUNTY by the Public Works Department, Project Engineer; and

D. To restore any of OWNER'S improvements and/or trees or plants outside of the Permanent Easement which may be damaged or adversely affected by the Project, to the condition that existed prior to the Project to the extent that is reasonably practicable. Trees and shrubs which die or are removed as a result of COUNTY'S use of the Property will be replaced with plants of the same or similar species no greater than five (5) gallons in size, which replacement shall be OWNER'S sole remedy by reason of said loss.

5. **COUNTY RIGHTS:** The COUNTY shall have the right to do the following:

A. To remove any of OWNER'S improvements and/or plants within the Permanent Easement area if said removal becomes necessary because of the Project; and

B. To trim and cut roots of trees, shrubs, and vegetation within the Permanent Easement as may endanger or interfere with the Project.

6. **OWNERS' OBLIGATIONS:** OWNER shall be obligated to remove any and all personal property within the Permanent Easement prior to the start of construction of the Project. In the event OWNER has not removed all personal property within the Permanent Easements prior to the start of construction of the Project, COUNTY shall have the right to remove such personal property and store it in a location of COUNTY'S choosing, and OWNER shall pay COUNTY for the cost of removal and storage within thirty (30) days of receipt of a written statement of such costs from COUNTY.

7. **GOOD FAITH DISCLOSURE BY OWNER**: OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information concerning the Permanent Easement 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 reports; 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, information or documents known by OWNER concerning the condition of the Permanent Easement, to the extent that they exist and are in OWNER'S custody, shall be delivered to COUNTY no later than ten (10) 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 Permanent Easement and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys 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.

OWNER hereby grants to COUNTY and its authorized consultants, agents, officers, and employees the continuing right of reasonable entry to the Property on twenty-four (24) hours notice to OWNER to conduct surveys and tests, as COUNTY reasonably deems appropriate, including, but not limited to, preparing environmental reports pursuant to the California Environmental Quality Act and/or for the purpose of determining whether any toxic substances and/or products of environmental contamination exist on the Permanent Easement. COUNTY shall have the right to extend escrow by a reasonable period of time to afford OWNER additional time to take any corrective action as heretofore provided.

COUNTY shall restore the Permanent Easement to as near to its prior condition as is practicable following any surveys or tests and shall keep the Property free of liens. If OWNER so requests, COUNTY shall at no cost promptly provide OWNER with copies of the results from such surveys and tests. COUNTY shall indemnify and hold OWNER harmless from and against any and all claims, liabilities, demands, costs (including reasonable attorneys' fees), and causes of action of all kinds arising in connection with any tests, surveys or other activities carried out on the Property by COUNTY except to the extent of negligence by OWNER, its agents, contractors, and employees.

8. **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) which are known to OWNER, except:

A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY.

B. Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.

C. Exception Nos. 1 through 7 (inclusive) contained in Preliminary Title Report No. 221374, dated as of July 26, 2002, 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 the 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.

9. **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.

10. **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.

11. **INDEMNIFICATION**: OWNER shall defend, indemnify, save, and hold harmless COUNTY, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the Permanent Easement which are the subject of this Contract, especially with regard to contamination by harmful, hazardous, and/or toxic materials, if any. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted thereby. This indemnity shall survive the transfer of the Permanent Easement, but shall not apply to any contamination which may occur on the Permanent Easement as a result of the operations of COUNTY subsequent to the effective date of this Contract.

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 the Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining such full reconveyances, partial reconveyances, subordinations and/or releases of liens from any and all creditors holding liens against the 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 Permanent Easement 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: Isla Vista Sidewalks
Project # 310300
APN: 075-211-001
Folio #: YS 3354
Agent: Harrison Heyl

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

By: _____
Deputy

Date: _____

APPROVED:

By: _____
Phillip M. Demery
Director of Public Works

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____

By: _____

APPROVED:

By: _____
John A. Forner, MBA, ARM
Management Specialist/Risk Manager

(signature page continued)

Project: Isla Vista Sidewalks

Project # 310300

APN: 075-211-001

Folio #: YS 3354

Agent: Harrison Heyl

“OWNER”

NEBHUT SMITH,

Trustee of the Nebhut Smith Family Trust under instrument dated September 11, 1991

By: _____
Nebhut Smith, Trustee

Recording requested by
and to be returned to:
General Services Department
Facilities Services Division
Courthouse Annex
1100 Anacapa Street
Santa Barbara, CA 93101
Attention: Harrison Heyl

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No fee pursuant to
Government Code § 6103

APN: 075-211-001 (Portion)
Real Property Folio No. YS 3354

EASEMENT DEED
(PERMANENT EASEMENT)

NEBHUT SMITH, Trustee of the Nebhut Smith Family Trust under instrument dated September 11, 1991, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 6597 Trigo Road, Isla Vista, and more particularly described as County Assessor's Parcel No. 075-211-001, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway and public utility improvements and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A" and shown on Exhibit "B", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: DECEMBER 1, 2002

“GRANTOR”

NEBHUT SMITH,
Trustee of the Nebhut Smith Family Trust under instrument dated September 11, 1991

By: _____
Nebhut Smith, Trustee

ACKNOWLEDGMENT

C.C. 1189

State of California)
)
County of Santa Barbara)

On _____ before me, _____,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the
instrument.

WITNESS my hand and official seal

Signature _____

(Seal)

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 (PERMANENT EASEMENT) dated December 1, 2002, from NEBHUT SMITH, Trustee of the Nebhut Smith Family Trust under instrument dated September 11, 1991, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, _____.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

Project: Isla Vista Sidewalks
Project # 310300
APN: 075-101-013
Folio #: YS 3354
Agent: Harrison Heyl

**REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS
(PERMANENT EASEMENT)**

THIS CONTRACT is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and RALPH RANDALL AND SANDEE RANDALL, husband and wife, as community property; ERIK W. RITZAU AND DARCY R. RITZAU, husband and wife, as community property; and DEAN R. BRUNNER, Trustee under the Dean R. Brunner and Penny S. Brunner 1985 Trust dated August 5, 1985; as their respective interests appear of record, hereinafter collectively 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, commonly referred to as 6608 Sueno Road, Isla Vista, and more particularly described as County Assessor's Parcel No. 075-101-013, hereinafter referred to as the "Property"; and

WHEREAS, COUNTY has designed the plans and specifications to install sidewalk improvements and related public improvements (hereinafter "Project Improvements") on a portion of the Property in connection with the proposed Isla Vista Sidewalk Project (County Project Number 310300), hereinafter referred to as "Project"; and

WHEREAS, the COUNTY Board of Supervisors approved the Project and the Notice of Exemption pursuant to CEQA guidelines on June 19, 2001, in connection with the adoption of the FY 2001-02 Road Maintenance Annual Plan; and

WHEREAS, the COUNTY Board of Supervisors adopted Resolution 02-031 on January 22, 2002, providing for the alternative administration of easement acquisition for the Project ; and

WHEREAS, COUNTY desires to purchase a permanent easement (hereinafter the "Permanent Easement") for the installation, construction and maintenance of the Project Improvements on a portion of the Property in connection with the Project; and

WHEREAS, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any of OWNER'S improvements within the Permanent Easement 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 the Permanent Easement for all the Project Improvements, uses and purposes in, on, over, under, along, and across a portion of Assessor's Parcel No. 075-101-013. The Permanent Easement consists of approximately five hundred two (502) square feet and is more particularly described in the Easement Deed (Permanent Easement), which is attached hereto as Exhibit 1 and incorporated herein by this reference.

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

As consideration for the granting of the Permanent Easement, the temporary right of entry and use of the Permanent Easement, and the loss, replacement, and moving of any and all of OWNER'S improvements, COUNTY shall pay OWNER the total sum of TEN THOUSAND FORTY AND NO/100 DOLLARS (\$10,040.00), 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.

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 the Permanent Easement:

A. Completion of an Environmental Site Assessment (hereinafter "ESA") and approval of the ESA by the Director of General Services, or designee, which approval shall not unreasonably be withheld. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 7, hereinbelow. If the ESA is not completed and approved within the stated time, then COUNTY shall have the right to extend the escrow period by thirty (30) days. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended for up to sixty (60) days in order for OWNER to resolve the potential liability.

B. 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, 1101 Anacapa Street, Santa Barbara, CA 93101, 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 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 signed Contract to the Escrow Officer within fifteen (15) days of execution hereof by COUNTY. The date of closing shall be on or before forty-five (45) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the recordation of the deed vesting title to the Permanent Easement in COUNTY.

OWNER shall execute in escrow or deliver to the Escrow Officer within ten (10) days of the opening of escrow the deed for the Permanent Easement in the form of Exhibit 1, attached hereto and incorporated herein by this reference.

B. The escrow fees shall be paid as follows:

1. COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Permanent Easement to COUNTY pursuant to the execution of this Contract. COUNTY shall pay the premium charged for the policy of title insurance for the Permanent Easement granted to 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 Permanent Easement 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 Permanent Easement to COUNTY.

C. The Escrow Officer shall be obligated as follows:

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

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

3. To record the executed Easement Deed and deliver a certified copy with recording information and document number to COUNTY; and

4. To issue a policy of title insurance to COUNTY for the Permanent Easement.

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

A. To relocate and reconnect any public and private utilities serving OWNER'S remaining Property if said relocation becomes necessary because of said Project. OWNER and COUNTY acknowledge that the public utility companies serving the Property perform the work to disconnect and reconnect public utility service and thus are ultimately responsible for the timely resumption of any interruption of service. OWNER shall provide COUNTY with drawings or otherwise indicate the location of private utilities on the Property which are known to OWNER within ten (10) days of execution of this Contract; and

B. To repair any damage done to OWNER'S improvements or other property by COUNTY during the Project, only as provided herein; and

C. To maintain access to the Property during construction of the Project, unless other arrangements are made by the OWNER and approved on the behalf of COUNTY by the Public Works Department, Project Engineer; and

D. To restore any of OWNER'S improvements and/or trees or plants outside of the Permanent Easement which may be damaged or adversely affected by the Project, to the condition that existed prior to the Project to the extent that is reasonably practicable. Trees and shrubs which die or are removed as a result of COUNTY'S use of the Property will be replaced with plants of the same or similar species no greater than five (5) gallons in size, which replacement shall be OWNER'S sole remedy by reason of said loss.

5. **COUNTY RIGHTS:** The COUNTY shall have the right to do the following:

A. To remove any of OWNER'S improvements and/or plants within the Permanent Easement area if said removal becomes necessary because of the Project; and

B. To trim and cut roots of trees, shrubs, and vegetation within the Permanent Easement as may endanger or interfere with the Project.

6. **OWNERS' OBLIGATIONS:** OWNER shall be obligated to remove any and all personal property within the Permanent Easement prior to the start of construction of the Project. In the event OWNER has not removed all personal property within the Permanent Easements prior to the start of construction of the Project, COUNTY shall have the right to remove such personal property and store it in a location of COUNTY'S choosing, and OWNER shall pay COUNTY for

the cost of removal and storage within thirty (30) days of receipt of a written statement of such costs from COUNTY.

7. **GOOD FAITH DISCLOSURE BY OWNER:** OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information concerning the Permanent Easement 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 reports; 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, information or documents known by OWNER concerning the condition of the Permanent Easement, to the extent that they exist and are in OWNER'S custody, shall be delivered to COUNTY no later than ten (10) 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 Permanent Easement and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys 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.

OWNER hereby grants to COUNTY and its authorized consultants, agents, officers, and employees the continuing right of reasonable entry to the Property on twenty-four (24) hours notice to OWNER to conduct surveys and tests, as COUNTY reasonably deems appropriate, including, but not limited to, preparing environmental reports pursuant to the California Environmental Quality Act and/or for the purpose of determining whether any toxic substances and/or products of environmental contamination exist on the Permanent Easement. COUNTY shall have the right to extend escrow by a reasonable period of time to afford OWNER additional time to take any corrective action as heretofore provided.

COUNTY shall restore the Permanent Easement to as near to its prior condition as is practicable following any surveys or tests and shall keep the Property free of liens. If OWNER so requests, COUNTY shall at no cost promptly provide OWNER with copies of the results from such surveys and tests. COUNTY shall indemnify and hold OWNER harmless from and against any and all claims, liabilities, demands, costs (including reasonable attorneys' fees), and causes of action of all kinds arising in connection with any tests, surveys or other activities carried out on the Property by COUNTY except to the extent of negligence by OWNER, its agents, contractors, and employees.

8. **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) which are known to OWNER, except:

A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY.

B. Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.

C. Exception Nos. 1 through 11 (inclusive) contained in Preliminary Title Report No. 221382, dated as of June 21, 2002, 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 the 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.

9. **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.

10. **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.

11. **INDEMNIFICATION**: OWNER shall defend, indemnify, save, and hold harmless COUNTY, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the Permanent Easement which are the subject of this Contract, especially with regard to contamination by harmful, hazardous, and/or toxic materials, if any. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as

the maximum permitted thereby. This indemnity shall survive the transfer of the Permanent Easement, but shall not apply to any contamination which may occur on the Permanent Easement as a result of the operations of COUNTY subsequent to the effective date of this Contract.

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 the Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining such full reconveyances, partial reconveyances, subordinations and/or releases of liens from any and all creditors holding liens against the 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 Permanent Easement 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: Isla Vista Sidewalks
Project # 310300
APN: 075-101-013
Folio #: YS 3354
Agent: Harrison Heyl

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

By: _____
Deputy

Date: _____

APPROVED:

By: _____
Phillip M. Demery
Director of Public Works

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____

By: _____

APPROVED:

By: _____
John A. Forner, MBA, ARM
Management Specialist/Risk Manager

(signature page continued)
Project: Isla Vista Sidewalks
Project # 310300
APN: 075-101-013
Folio #: YS 3354
Agent: Harrison Heyl

“OWNER”

RALPH RANDALL AND SANDEE RANDALL, husband and wife, as community property; ERIK W. RITZAU AND DARCY R. RITZAU, husband and wife, as community property; and DEAN R. BRUNNER, Trustee under the Dean R. Brunner and Penny S. Brunner 1985 Trust dated August 5, 1985; as their respective interests appear of record

By: _____
Ralph Randall

By: _____
Santee Randall

By: _____
Erik W. Ritzau

By: _____
Darcy R. Ritzau

By: _____
Dean R. Brunner, Trustee

Recording requested by
and to be returned to:
General Services Department
Facilities Services Division
Courthouse Annex
1100 Anacapa Street
Santa Barbara, CA 93101
Attention: Harrison Heyl

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No fee pursuant to
Government Code § 6103

APN: 075-101-013 (Portion)
Real Property Folio No. YS 3354

EASEMENT DEED
(PERMANENT EASEMENT)

RALPH RANDALL AND SANDEE RANDALL, husband and wife, as community property; ERIK W. RITZAU AND DARCY R. RITZAU, husband and wife, as community property; and DEAN R. BRUNNER, Trustee under the Dean R. Brunner and Penny S. Brunner 1985 Trust dated August 5, 1985; as their respective interests appear of record, owners of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 6608 Sueno Road, Isla Vista, and more particularly described as County Assessor's Parcel No. 075-101-013, referred to collectively as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway and public utility improvements and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A" and shown on Exhibit "B", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including

reasonable attorney fees), and causes of action of all kinds with regard to the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: DECEMBER 1, 2002

“GRANTOR”

RALPH RANDALL AND SANDEE RANDALL, husband and wife, as community property; ERIK W. RITZAU AND DARCY R. RITZAU, husband and wife, as community property; and DEAN R. BRUNNER, Trustee under the Dean R. Brunner and Penny S. Brunner 1985 Trust dated August 5, 1985; as their respective interests appear of record

By: _____
Ralph Randall

By: _____
Santee Randall

By: _____
Erik W. Ritzau

By: _____
Darcy R. Ritzau

By: _____
Dean R. Brunner, Trustee

ACKNOWLEDGMENT

C.C. 1189

State of California)
)
County of Santa Barbara)

On _____ before me, _____,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the
instrument.

WITNESS my hand and official seal

Signature _____

(Seal)

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 (PERMANENT EASEMENT) dated December 1, 2002, from RALPH RANDALL AND SANDEE RANDALL, husband and wife, as community property; ERIK W. RITZAU AND DARCY R. RITZAU, husband and wife, as community property; and DEAN R. BRUNNER, Trustee under the Dean R. Brunner and Penny S. Brunner 1985 Trust dated August 5, 1985; as their respective interests appear of record, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, _____.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

Project: Isla Vista Sidewalks
Project # 310300
APN: 075-102-018
Folio #: YS 3354
Agent: Harrison Heyl

**REAL PROPERTY PURCHASE CONTRACT
AND ESCROW INSTRUCTIONS
(PERMANENT EASEMENT)**

THIS CONTRACT is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and RODERICK WILLIAM KENASTON, a single man, 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, commonly referred to as 6606 Pasado Road, Isla Vista, and more particularly described as County Assessor's Parcel No. 075-102-018, hereinafter referred to as the "Property"; and

WHEREAS, COUNTY has designed the plans and specifications to install sidewalk improvements and related public improvements (hereinafter "Project Improvements") on a portion of the Property in connection with the proposed Isla Vista Sidewalk Project (County Project Number 310300), hereinafter referred to as "Project"; and

WHEREAS, the COUNTY Board of Supervisors approved the Project and the Notice of Exemption pursuant to CEQA guidelines on June 19, 2001, in connection with the adoption of the FY 2001-02 Road Maintenance Annual Plan; and

WHEREAS, the COUNTY Board of Supervisors adopted Resolution 02-031 on January 22, 2002, providing for the alternative administration of easement acquisition for the Project ; and

WHEREAS, COUNTY desires to purchase a permanent easement (hereinafter the "Permanent Easement") for the installation, construction and maintenance of the Project Improvements on a portion of the Property in connection with the Project; and

WHEREAS, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any of OWNER'S improvements within the Permanent Easement 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 the Permanent Easement for all the Project Improvements, uses and purposes in, on, over, under, along, and across a portion of Assessor's Parcel No. 075-102-018. The Permanent Easement consists of approximately fourteen (14) square feet and is more particularly described in the Easement Deed (Permanent Easement), which is attached hereto as Exhibit 1 and incorporated herein by this reference.

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

As consideration for the granting of the Permanent Easement, the temporary right of entry and use of the Permanent Easement, and the loss, replacement, and moving of any and all of OWNER'S improvements, COUNTY shall pay OWNER the total sum of TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$280.00), 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.

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 the Permanent Easement:

A. Completion of an Environmental Site Assessment (hereinafter "ESA") and approval of the ESA by the Director of General Services, or designee, which approval shall not unreasonably be withheld. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 7, hereinbelow. If the ESA is not completed and approved within the stated time, then COUNTY shall have the right to extend the escrow period by thirty (30) days. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended for up to sixty (60) days in order for OWNER to resolve the potential liability.

B. 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, 1101 Anacapa Street, Santa Barbara, CA 93101, 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 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 signed Contract to the Escrow Officer within fifteen (15) days of execution hereof by COUNTY. The date of closing shall be on or before forty-five (45) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the recordation of the deed vesting title to the Permanent Easement in COUNTY.

OWNER shall execute in escrow or deliver to the Escrow Officer within ten (10) days of the opening of escrow the deed for the Permanent Easement in the form of Exhibit 1, attached hereto and incorporated herein by this reference.

B. The escrow fees shall be paid as follows:

1. COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Permanent Easement to COUNTY pursuant to the execution of this Contract. COUNTY shall pay the premium charged for the policy of title insurance for the Permanent Easement granted to 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 Permanent Easement 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 Permanent Easement to COUNTY.

C. The Escrow Officer shall be obligated as follows:

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

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

3. To record the executed Easement Deed and deliver a certified copy with recording information and document number to COUNTY; and

4. To issue a policy of title insurance to COUNTY for the Permanent Easement.

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

A. To relocate and reconnect any public and private utilities serving OWNER'S remaining Property if said relocation becomes necessary because of said Project. OWNER and COUNTY acknowledge that the public utility companies serving the Property perform the work to disconnect and reconnect public utility service and thus are ultimately responsible for the timely resumption of any interruption of service. OWNER shall provide COUNTY with drawings or otherwise indicate the location of private utilities on the Property which are known to OWNER within ten (10) days of execution of this Contract; and

B. To repair any damage done to OWNER'S improvements or other property by COUNTY during the Project, only as provided herein; and

C. To maintain access to the Property during construction of the Project, unless other arrangements are made by the OWNER and approved on the behalf of COUNTY by the Public Works Department, Project Engineer; and

D. To restore any of OWNER'S improvements and/or trees or plants outside of the Permanent Easement which may be damaged or adversely affected by the Project, to the condition that existed prior to the Project to the extent that is reasonably practicable. Trees and shrubs which die or are removed as a result of COUNTY'S use of the Property will be replaced with plants of the same or similar species no greater than five (5) gallons in size, which replacement shall be OWNER'S sole remedy by reason of said loss.

5. **COUNTY RIGHTS:** The COUNTY shall have the right to do the following:

A. To remove any of OWNER'S improvements and/or plants within the Permanent Easement area if said removal becomes necessary because of the Project; and

B. To trim and cut roots of trees, shrubs, and vegetation within the Permanent Easement as may endanger or interfere with the Project.

6. **OWNERS' OBLIGATIONS:** OWNER shall be obligated to remove any and all personal property within the Permanent Easement prior to the start of construction of the Project. In the event OWNER has not removed all personal property within the Permanent Easements prior to the start of construction of the Project, COUNTY shall have the right to remove such personal property and store it in a location of COUNTY'S choosing, and OWNER shall pay COUNTY for the cost of removal and storage within thirty (30) days of receipt of a written statement of such costs from COUNTY.

7. **GOOD FAITH DISCLOSURE BY OWNER:** OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information concerning the Permanent Easement 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 reports; 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, information or documents known by OWNER concerning the condition of the Permanent Easement, to the extent that they exist and are in OWNER'S custody, shall be delivered to COUNTY no later than ten (10) 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 Permanent Easement and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys 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.

OWNER hereby grants to COUNTY and its authorized consultants, agents, officers, and employees the continuing right of reasonable entry to the Property on twenty-four (24) hours notice to OWNER to conduct surveys and tests, as COUNTY reasonably deems appropriate, including, but not limited to, preparing environmental reports pursuant to the California Environmental Quality Act and/or for the purpose of determining whether any toxic substances and/or products of environmental contamination exist on the Permanent Easement. COUNTY shall have the right to extend escrow by a reasonable period of time to afford OWNER additional time to take any corrective action as heretofore provided.

COUNTY shall restore the Permanent Easement to as near to its prior condition as is practicable following any surveys or tests and shall keep the Property free of liens. If OWNER so requests, COUNTY shall at no cost promptly provide OWNER with copies of the results from such surveys and tests. COUNTY shall indemnify and hold OWNER harmless from and against any and all claims, liabilities, demands, costs (including reasonable attorneys' fees), and causes of action of all kinds arising in connection with any tests, surveys or other activities carried out on the Property by COUNTY except to the extent of negligence by OWNER, its agents, contractors, and employees.

8. **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) which are known to OWNER, except:

A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY.

B. Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.

C. Exception Nos. 1 through 12 (inclusive) contained in Preliminary Title Report No. 221189, dated as of June 7, 2002, 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 the 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.

9. **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.

10. **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.

11. **INDEMNIFICATION**: OWNER shall defend, indemnify, save, and hold harmless COUNTY, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the Permanent Easement which are the subject of this Contract, especially with regard to contamination by harmful, hazardous, and/or toxic materials, if any. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted thereby. This indemnity shall survive the transfer of the Permanent Easement, but shall not apply to any contamination which may occur on the Permanent Easement as a result of the operations of COUNTY subsequent to the effective date of this Contract.

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 the Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining such full reconveyances, partial reconveyances, subordinations and/or releases of liens from any and all creditors holding liens against the 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 Permanent Easement 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: Isla Vista Sidewalks
Project # 310300
APN: 075-102-018
Folio #: YS 3354
Agent: Harrison Heyl

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

By: _____
Deputy

Date: _____

APPROVED:

By: _____
Phillip M. Demery
Director of Public Works

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____

By: _____

APPROVED:

By: _____
John A. Forner, MBA, ARM
Management Specialist/Risk Manager

(signature page continued)

Project: Isla Vista Sidewalks

Project # 310300

APN: 075-102-018

Folio #: YS 3354

Agent: Harrison Heyl

“OWNER”

RODERICK WILLIAM KENASTON, a single man

By: _____
Roderick William Kenaston

Recording requested by
and to be returned to:
General Services Department
Facilities Services Division
Courthouse Annex
1100 Anacapa Street
Santa Barbara, CA 93101
Attention: Harrison Heyl

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No fee pursuant to
Government Code § 6103

APN: 075-102-018 (Portion)
Real Property Folio No. YS 3354

EASEMENT DEED
(PERMANENT EASEMENT)

RODERICK WILLIAM KENASTON, a single man, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 6606 Pasado Road, Isla Vista, and more particularly described as County Assessor's Parcel No. 075-102-018, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway and public utility improvements and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A" and shown on Exhibit "B", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: DECEMBER 1, 2002

“GRANTOR”

RODERICK WILLIAM KENASTON, a single man

By: _____
Roderick William Kenaston

ACKNOWLEDGMENT

C.C. 1189

State of California)
)
County of Santa Barbara)

On _____ before me, _____,
personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the
instrument.

WITNESS my hand and official seal

Signature _____

(Seal)

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 (PERMANENT EASEMENT) dated December 1, 2002, from RODERICK WILLIAM KENASTON, a single man, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, _____.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy