

Project: Floradale Avenue Bridge  
Replacement Project

Folio:

APN: 093-040-029

Agent: Cathy Springford

**REAL PROPERTY PURCHASE CONTRACT  
AND ESCROW INSTRUCTIONS  
(Partial Fee Acquisition and Temporary Construction Easement)**

**THIS CONTRACT** is made by and between the COUNTY of SANTA BARBARA, hereinafter referred to as "COUNTY," and Stephen E. Jordan and Patricia A. Jordan, as Trustees of The Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995, hereinafter referred to as "OWNER," with reference to the following:

**WHEREAS**, OWNER is the owner of that certain real property in the unincorporated area of the County of Santa Barbara, State of California, located at the intersection of Floradale Avenue and W. Central Avenue, Lompoc, more particularly described as County Assessor's Parcel No. 093-040-029, hereinafter referred to as "Property" and utilizes such Property for agricultural use; and

**WHEREAS**, COUNTY has designed certain plans and specifications for bridge replacement, roadway realignment, roadway improvements, repair, erosion protection, construction and related improvements on a portion of the Property in connection with the proposed Floradale Avenue Bridge Replacement Project, hereinafter referred to as "Project"; and

**WHEREAS**, in connection with the Project, COUNTY desires to purchase a portion of the Property in fee and a temporary construction easement (collectively, the "Acquired Areas") for the present and future construction, reconstruction, operation, repair, replacement and maintenance of improvements required by the COUNTY for the Project; and

**WHEREAS**, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any improvements within the Acquired Areas which may be affected by the Project.

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

1. **SALE AND PURCHASE PRICE**: Subject to the terms and conditions contained in this Contract, COUNTY hereby agrees to purchase and OWNER hereby agrees to sell to COUNTY the Acquired Areas. The Acquired Areas shall be legally described and shown on Exhibits "A" and "B" attached to the Grant Deed and Temporary Construction Easement Deed, which are attached hereto and incorporated herein.

As consideration for the granting of the Acquired Areas, and for the loss, replacement, and moving of any and all improvements, COUNTY shall pay OWNER the total sum of THIRTY-SEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$37,200.00), which sum shall be OWNER'S sole remedy hereunder. Restoration shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and/or vegetation, natural or cultivated.

The appropriation of funding and final approval of the consummation of the purchase of the Acquired Areas by the COUNTY Board of Supervisors are express conditions precedent to COUNTY's duty to purchase. Final approval of the consummation of the purchase shall be evidenced by approval of Certificates of Acceptance as required by California Government Code Section 27281. Notwithstanding any other provision in this Contract, COUNTY at COUNTY'S option may extend escrow up to sixty (60) days to permit the purchase approval and appropriation of funding by COUNTY. In the event COUNTY should decide to exercise this option, COUNTY shall do so in writing with copies to the escrow officer and to the OWNER.

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

2. **COST TO CURE:** It is understood and agreed by and between the parties that included in the amount payable under section 1 above is payment in full to compensate OWNER for the expense of performing the following work: restore the farmland in the Temporary Construction Easement area and replace the eastern farm access road after the completion of construction.

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

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

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

4. **ESCROW AND FEES:**

A. Escrow shall be opened at First American Title Company, 3780 State Street, Santa Barbara, CA 93105, with escrow instructions to be based upon the terms and conditions set forth herein. This Contract shall become a part of the Escrow and shall constitute the basic instructions of COUNTY and OWNER to the Escrow Officer. However, COUNTY and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the



closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. On behalf of the COUNTY, the Director of the General Services Department, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any of said escrow documents, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver a copy of this fully-executed Contract and the OWNER-executed Grant Deed to the Escrow Officer within thirty (30) 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: (1) the recordation of the Grant Deed which shall vest title to a portion of the property in COUNTY and (2) the recordation of the Temporary Construction Easement Deed;

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

B. The escrow fees shall be paid as follows:

1. Except as provided otherwise in this Contract, COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Acquired Areas to COUNTY pursuant to the execution of this Contract. If a policy of title insurance is desired by COUNTY, the premium charged therefore shall be paid by COUNTY. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.

2. OWNER shall pay all escrow fees in the event that this escrow is canceled by OWNER prior to the conveyance of the Acquired Areas to COUNTY.

C. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copies of the Grant Deed and Temporary Construction 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 Acquisition Area; and

2. To obtain subordination agreements or reconveyances, as needed, from any holders of liens against the Property; and

3. To record the executed Grant Deed and Temporary Construction Easement Deed with the Santa Barbara County Recorder's Office and deliver the recorded deeds to COUNTY upon close of escrow; and

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

5. To provide to COUNTY a final closing statement and conformed copy of the recorded deeds.

5. **TITLE AND DEED:** Title to the Acquired Areas is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to OWNER, except:

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

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

C. Exceptions 1 through 7 and 10-14 inclusive contained in a Preliminary Title Report No. 4201-5555434, issued by First American Title Company.

D. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). Escrow Officer is authorized to pay all delinquent taxes, if any, from the amount shown in Section 1, SALE AND PURCHASE PRICE, herein above. OWNERS understand that pursuant to Section 4986(a)(6), OWNERS may receive after the Close of Escrow, either 1) an unsecured property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse OWNERS for any prepaid property taxes that may be canceled.

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

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

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.

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



A. To ensure that any public utilities serving OWNER'S remaining Property are relocated and reconnected if said relocation becomes necessary because of said Project. OWNER understands that work on the Project may not commence until after Closing; and

B. To repair any damage done to OWNER'S improvements or other property outside of the Acquired Areas by County during said Project.

C. To allow OWNER non-exclusive use of the farm road entrance from Floradale Avenue that falls within the Acquired Areas.

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

A. At COUNTY expense, to protect in place or relocate to OWNER'S remaining property adjacent to the fee area purchased by COUNTY all impacted irrigation facilities. COUNTY to coordinate with OWNER regarding the location of relocated irrigation facilities.

8. **OWNERS' OBLIGATIONS**: In addition to the obligations described elsewhere in this Contract, OWNER shall have the following obligations:

A. OWNER shall be obligated to remove any and all personal property within the Acquired Areas within thirty days from County's execution of this Contract and prior to the start of construction of the Project.

B. OWNER shall be obligated to clear any and all tenant or lessee interests in the Acquired Areas whether the interest is recorded or unrecorded.

C. OWNER shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect to the Property prior to the Close of Escrow

9. **OWNER'S REPRESENTATIONS AND WARRANTIES**: The OWNERS represent and warrant that:

A. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against OWNER which could affect OWNER'S title of the Property, or subject an owner of the Property to liability.

B. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNER restricting the Close of Escrow.

C. OWNER has not actually received any formal, written notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning or present use of the Property. The term "formal written notice"

as used in this Contract shall mean that kind and method of notice which must legally be given to the owner of the Property, but shall not mean notice by publication.

D. OWNER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Contract that will not be eliminated prior to the Close of Escrow.

E. Neither the entering into this Contract nor the performance of any of OWNERS's obligations under this Contract will violate the terms of any contract, agreement or instrument to which OWNER is a party.

F. OWNER has not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Property.

G. OWNER will not enter into any new leases, extend the terms of any existing leases or amend any existing leases after the execution of this Contract that will not be eliminated prior to the Close of Escrow. In the event the OWNER wishes to enter into a new lease or extend the terms of any existing leases, OWNER shall receive COUNTY approval prior to entering into a new lease or extend the terms of any existing leases. Likewise, OWNER shall not amend any existing leases without receiving review and acceptance from the COUNTY, which acceptance shall not be unreasonably withheld.

10. **ENVIRONMENTAL SITE ASSESSMENT:** The COUNTY shall have the right to enter the Property to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the Acquired Areas upon execution of this Contract by both parties. In the event the COUNTY elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of General Services, or designee, is an express condition precedent to COUNTY'S duty to purchase the Acquired Areas. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 10, herein below. If the ESA is not completed and approved within forty-five (45) days of the opening of escrow, then COUNTY shall have the right to extend the escrow period until such completion. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended at least sixty (60) days in order for OWNER to resolve the potential liability. In the event that such potential liability is not cured by OWNER within such sixty (60) day period, COUNTY may terminate this Contract with no further liability.

11. **GOOD FAITH DISCLOSURE BY OWNER:** OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Acquired Areas including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning report; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other



substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Acquired Areas shall be delivered to COUNTY no later than thirty (30) days following COUNTY'S execution of this Contract.

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

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

12. **TERMINATION**: COUNTY shall have the right to terminate this Contract at any time, with or without cause, 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. In the event of termination, escrow shall refund to COUNTY all purchase funds it deposited, less any escrow costs that are payable by COUNTY pursuant to this Contract.

13. **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.

14. **SECURITY INTEREST**: Any and all monies payable under this Contract shall upon demand be made payable to the mortgagees and beneficiaries of any notes secured by mortgages or deeds of trust up to and including the total amount of unpaid principal and interest together with penalty, if any, for payment in full in advance of maturity. Escrow Officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining subordination agreements from any and all creditors holding liens against said Property.

15. **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 Acquired Areas 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **CONTRACT APPROVAL; AUTHORITY OF PARTIES**: 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. OWNER represents and warrants that it is the sole owner(s) of the Acquired Areas or are authorized by the Owner(s) of the Acquired Areas to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

23. **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.

24. **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.

25. **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.

26. **NOTICES**: All notices shall be in writing, addressed as set forth below, and deposited in the U.S. Mail, postage prepaid. Any party may change its address for future notices by complying with the provisions of this paragraph.

**GRANTOR'S MAILING ADDRESS:**

Stephen E. Jordan and Patricia A. Jordan, Trustees of  
The Stephen E. and Patricia A. Jordan Family Trust  
P.O. Box 427  
Lompoc, CA 93438

**COUNTY'S MAILING ADDRESS:**

County of Santa Barbara  
Public Works Department  
123 E. Anapamu Street  
Santa Barbara, CA 93101

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.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board


By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Das Williams  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR  
APPROVAL:  
PUBLIC WORKS DEPARTMENT**

By:   
Department Head


**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management


By:   
Risk Management

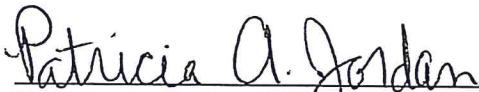


IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

“OWNER”

Stephen E. Jordan and Patricia A. Jordan, as Trustees of the Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995

  
\_\_\_\_\_  
Stephen E. Jordan, Trustee

  
\_\_\_\_\_  
Patricia A. Jordan, Trustee

Recording requested by:  
Hamner, Jewell & Associates  
Government Real Estate Services

When recorded, mail to:  
County of Santa Barbara  
Public Works Department  
105 E. Anapamu St., #301  
Santa Barbara, CA 93101

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Floradale Bridge Replacement  
Folio:  
APN: 093-040-029

**GRANT DEED**  
(To the County of Santa Barbara)

Stephen E. Jordan and Patricia A. Jordan, as Trustees of The Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 093-040-029, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein

the real property in the unincorporated area of Santa Barbara County, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**GRANTOR:**

Stephen E. Jordan and Patricia A. Jordan, as Trustees of The Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995

By: \_\_\_\_\_  
Stephen E. Jordan, Trustee

By: \_\_\_\_\_  
Patricia A. Jordan, Trustee



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Stephen E. Jordan, who 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Patricia A. Jordan, who 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, Stephen E. Jordan and Patricia A. Jordan, as Trustees of The Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995, as GRANTOR, 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 \_\_\_\_\_ 20\_\_

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title:



Exhibit A  
Legal Description  
Floradale Bridge Replacement Project  
APN 093-040-029  
Page 1 of 1 Pages

**(Fee Acquisition)**

That portion of the Rancho Lompoc, in the County of Santa Barbara, State of California, as shown on the map filed in Book 211, Pages 86 through 91 of Record of Surveys in the office of the County Recorder of said County, described as follows:

Commencing at the angle point in the westerly line of the land described in the Grant Deed to the County of Santa Barbara recorded October 16, 1968 in Book 2248, Page 1307 of Official Records of said County, said angle point being the southerly terminus of the course described as "S 6° 30' 47" E, 954.30 feet" in said Grant Deed, said course having a bearing and distance of S05° 00' 14"E, 960.22 feet for the purposes of this description, as shown on said Record of Survey filed in Book 211, Page 86;

Thence, along said course, being the westerly line of said County of Santa Barbara land, N05° 00' 14"W, a distance of 156.70 feet to the True Point of Beginning;

Thence 1<sup>st</sup>, leaving said westerly line, N13° 54' 23"W, a distance of 127.74 feet;

Thence 2<sup>nd</sup>, N12° 22' 40"W, a distance of 150.07 feet;

Thence 3<sup>rd</sup>, S79° 21' 52"W, a distance of 24.96 feet;

Thence 4<sup>th</sup>, N10° 38' 08"W, a distance of 256.93 feet, more or less, to the southerly line of the land described in the Grant Deed to the County of Santa Barbara recorded July 2, 1969 in Book 2276, Page 1172 of Official Records of said County;

Thence 5<sup>th</sup>, along said southerly line, N81° 30' 52"E, a distance of 89.24 feet, more or less, to the southeast corner thereof, being also a point on the westerly line of the land described in the Grant Deed to the County of Santa Barbara recorded in Book 2248, Page 1307 of Official Records of said County;

Thence 6<sup>th</sup>, along said westerly line, S05° 00' 14"E, a distance of 533.69 feet to the True Point of Beginning.

Containing 25,290.48 square feet, more or less.

Notes

- The above legal description is based on the information and land references shown on the map filed in Book 211, Pages 86 through 91 of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 5 grid, NAD83(1998) Epoch 2000.35, defined locally by the City of Lompoc GIS Control Network as shown on the map filed in Book 172, Pages 4 through 7 of Record of Surveys. To obtain ground level distances, multiply grid distances by 1.000074206.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act

  
Justin P. Height, PLS 6167

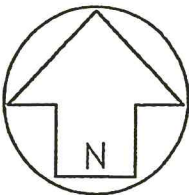
10-19-2018  
Date



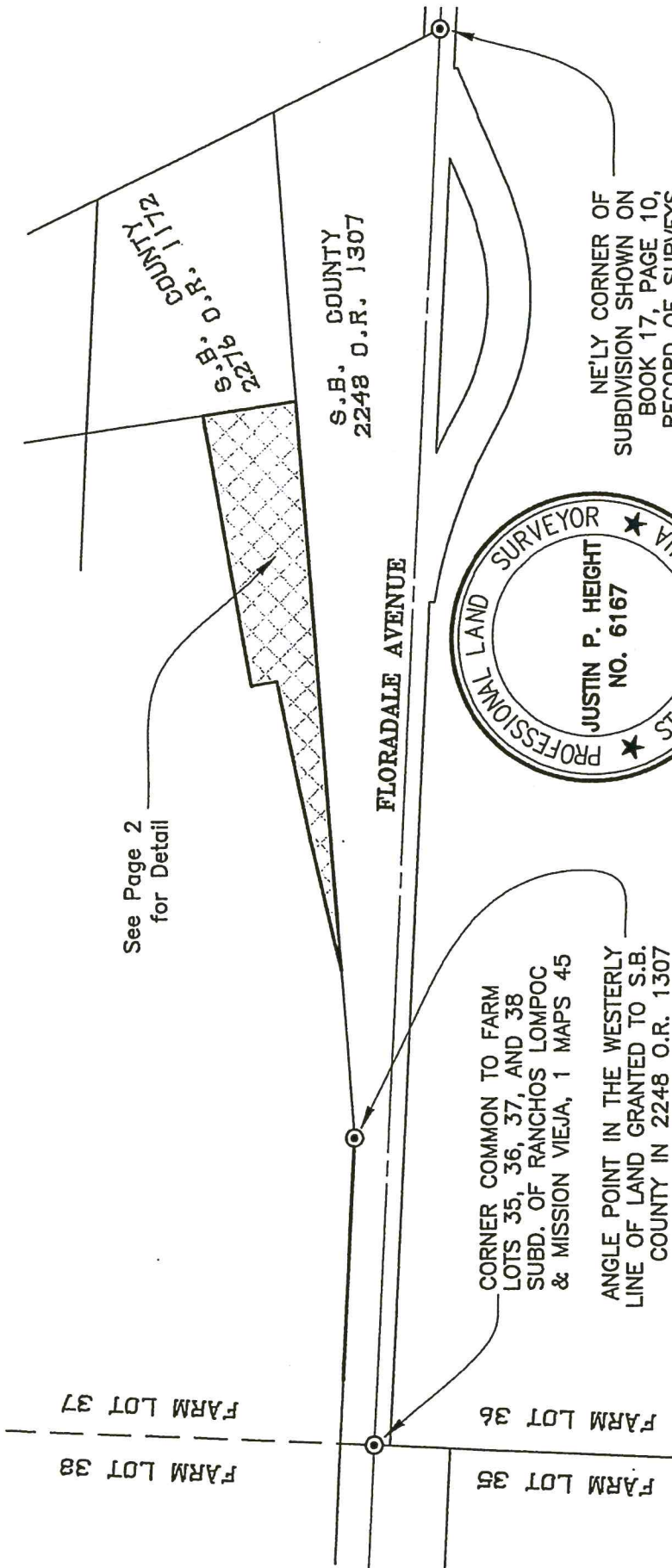
**NOTES**

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK 211, PAGES 86 THROUGH 91 OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 GRID, NAD83(1998) EPOCH 2000.35, DEFINED LOCALLY BY THE CITY OF LOMPOC GIS CONTROL NETWORK AS SHOWN ON THE MAP FILED IN BOOK 172, PAGES 4 THROUGH 7 OF RECORD OF SURVEYS. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000074206.



SCALE: 1" = 150'



**GUIDA SURVEYING INC.**  
 9241 IRVINE BOULEVARD, SUITE 100  
 IRVINE, CALIFORNIA 92618  
 TOLL FREE 1.855.90GUIDA  
 WWW.GUIDAINC.COM

THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

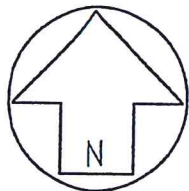
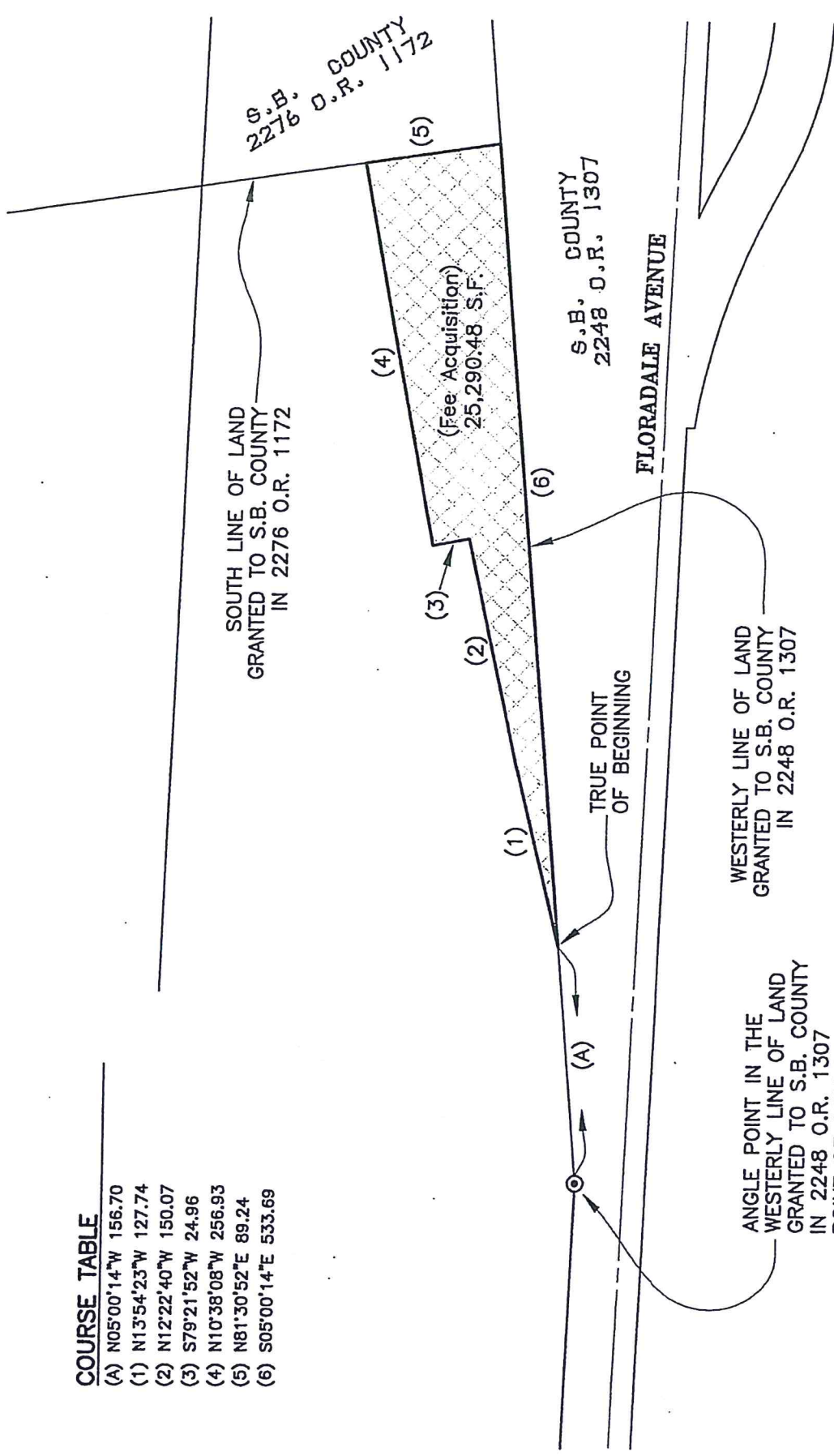
JUSTIN P. HEIGHT, PLS 6167 DATE 10-19-2016

**EXHIBIT B**  
 PLAT MAP  
 FLORADALE BRIDGE REPLACEMENT PROJECT  
 APN 093-040-029  
 PAGE 1 OF 2 PAGES



**COURSE TABLE**

- (A) N05°00'14"W 156.70
- (1) N13°54'23"W 127.74
- (2) N12°22'40"W 150.07
- (3) S79°21'52"W 24.96
- (4) N10°38'08"W 256.93
- (5) N81°30'52"E 89.24
- (6) S05°00'14"E 533.69



SCALE: 1" = 100'

**GUIDA SURVEYING INC.**  
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Job No. 0117-01930 0117-01930Legal.dwg

**EXHIBIT B**  
 PLAT MAP  
 FLORADALE BRIDGE REPLACEMENT PROJECT  
 APN 093-040-029  
 PAGE 2 OF 2 PAGES

Recording requested by:  
Hamner, Jewell & Associates  
Government Real Estate Services

When recorded, mail to:

Santa Barbara County  
Public Works Department  
105 E. Anapamu St., #301  
Santa Barbara, CA 93101

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Floradale Bridge Replacement  
Folio:  
APN: 093-040-029

**TEMPORARY CONSTRUCTION EASEMENT DEED**

(To the County of Santa Barbara)

APN: 093-040-029

Stephen E. Jordan and Patricia A. Jordan, as Trustees of The Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995 owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 093-040-029, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a temporary easement for construction, including the right to pile earth thereon, store materials, supplies and equipment thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in conjunction with the County of Santa Barbara Floradale Avenue Bridge Replacement Project, in, on, over, under, along, and across that certain property described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein. Said Temporary Construction Easement shall commence on March 1, 2019, and shall automatically terminate upon completion of City's construction, or March 31, 2022, whichever occurs first. Grantor shall have use of the property until the Grantee takes physical possession. In case of unpredictable delays in construction, upon written notification, the terms of this Temporary Easement may be extended by an amendment to this deed. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension prior to the expiration of the original period.

The provisions hereof shall inure to the benefit of the Grantee, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above described property.



Upon termination, except for vegetation, the Temporary Construction Easement area will be generally restored by Grantee to a comparable or better condition as that which existed prior to Grantee's use.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

Stephen E. Jordan and Patricia A. Jordan, as Trustees of The Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995

By: \_\_\_\_\_  
Stephen E. Jordan, Trustee

By: \_\_\_\_\_  
Patricia A. Jordan, Trustee

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Stephen E. Jordan, who 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Patricia A. Jordan, who 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Temporary Construction Easement Deed dated \_\_\_\_\_, Stephen E. Jordan and Patricia A. Jordan, as Trustees of The Stephen E. and Patricia A. Jordan Family Trust Dated May 4, 1995, as GRANTOR, 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 \_\_\_\_\_ 20\_\_

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name:  
Title:

Exhibit B Page 5 of 9  
Exhibit A  
Legal Description  
Floradale Bridge Replacement Project  
APN 093-040-029  
Page 1 of 2 Pages

**(Temporary Construction Easement)**

That portion of the Rancho Lompoc, in the County of Santa Barbara, State of California, as shown on the map filed in Book 211, Pages 86 through 91 of Record of Surveys in the office of the County Recorder of said County, described as follows:

Beginning at the angle point in the westerly line of the land described in the Grant Deed to the County of Santa Barbara recorded October 16, 1968 in Book 2248, Page 1307 of Official Records of said County, said angle point being the northerly terminus of the course described as "S 0° 49' 20" W, 1680.04 feet" in said Grant Deed, said course having a bearing and distance of S02° 17' 20"W, 1674.47 feet for the purposes of this description, as shown on said Record of Survey filed in Book 211, Page 86;

Thence 1<sup>st</sup>, along the westerly line of said County of Santa Barbara land, S02° 17' 20"W, a distance of 384.29 feet;

Thence 2<sup>nd</sup>, leaving said westerly line, at right angles, N87° 42' 40"W, a distance of 26.22 feet to a line parallel with, and lying 26.22 feet westerly of, said westerly line of Santa Barbara County land;

Thence 3<sup>rd</sup>, along said parallel line, N02° 17' 20"E, a distance of 65.48 feet;

Thence 4<sup>th</sup>, N12° 00' 12"E, a distance of 87.50 feet;

Thence 5<sup>th</sup>, N10° 38' 08"W, a distance of 916.08 feet, more or less, to the southerly line of the land described in the Grant Deed to the County of Santa Barbara recorded July 2, 1969 in Book 2276, Page 1172 of Official Records of said County;

Thence 6<sup>th</sup>, along said southerly line, N81° 30' 52"E, a distance of 41.78 feet, more or less, to the northwesterly corner of the Reference Parcel described below;

Thence 7<sup>th</sup>, along the westerly line of said Reference Parcel, S10° 38' 08"E, a distance of 256.93 feet to an angle point therein;

Thence 8<sup>th</sup>, continuing along said westerly line, N79° 21' 52"E, a distance of 24.96 feet to an angle point therein;

Thence 9<sup>th</sup>, continuing along said westerly line, S12° 22' 40"E, a distance of 150.07 feet to an angle point therein;

Thence 10<sup>th</sup>, continuing along said westerly line, S13° 54' 23"E, a distance of 127.74 feet to the most southerly corner of said Reference Parcel, being also a point on the westerly line of the land described in the Grant Deed to the County of Santa Barbara recorded in Book 2248, Page 1307 of Official Records of said County;

Thence 11<sup>th</sup>, along last said westerly line, S05° 00' 14"E, a distance of 156.70 feet to the Point of Beginning.

Containing 53,467.05 square feet, more or less.



Exhibit A  
Legal Description  
Floradale Bridge Replacement Project  
APN 093-040-029  
Page 2 of 2 Pages

**Reference Parcel**

Commencing at the angle point in the westerly line of the land described in the Grant Deed to the County of Santa Barbara recorded October 16, 1968 in Book 2248, Page 1307 of Official Records of said County, said angle point being the southerly terminus of the course described as "S 6° 30' 47" E, 954.30 feet" in said Grant Deed, said course having a bearing and distance of S05° 00' 14"E, 960.22 feet for the purposes of this description, as shown on said Record of Survey filed in Book 211, Page 86;

Thence, along said course, being the westerly line of said County of Santa Barbara land, N05° 00' 14"W, a distance of 156.70 feet to the True Point of Beginning;

Thence 1<sup>st</sup>, leaving said westerly line, N13° 54' 23"W, a distance of 127.74 feet;

Thence 2<sup>nd</sup>, N12° 22' 40"W, a distance of 150.07 feet;

Thence 3<sup>rd</sup>, S79° 21' 52"W, a distance of 24.96 feet;

Thence 4<sup>th</sup>, N10° 38' 08"W, a distance of 256.93 feet, more or less, to the southerly line of the land described in the Grant Deed to the County of Santa Barbara recorded July 2, 1969 in Book 2276, Page 1172 of Official Records of said County;

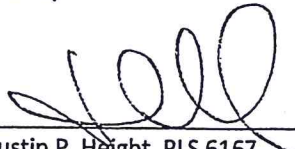
Thence 5<sup>th</sup>, along said southerly line, N81° 30' 52"E, a distance of 89.24 feet, more or less, to the southeast corner thereof, being also a point on the westerly line of the land described in the Grant Deed to the County of Santa Barbara recorded in Book 2248, Page 1307 of Official Records of said County;

Thence 6<sup>th</sup>, along said westerly line, S05° 00' 14"E, a distance of 533.69 feet to the True Point of Beginning.

Notes

- The above legal descriptions are based on the information and land references shown on the map filed in Book 211, Pages 86 through 91 of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 5 grid, NAD83(1998) Epoch 2000.35, defined locally by the City of Lompoc GIS Control Network as shown on the map filed in Book 172, Pages 4 through 7 of Record of Surveys. To obtain ground level distances, multiply grid distances by 1.000074206.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Justin P. Height, PLS 6167  
10-19-2018  
Date

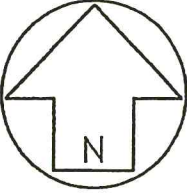


NOTES

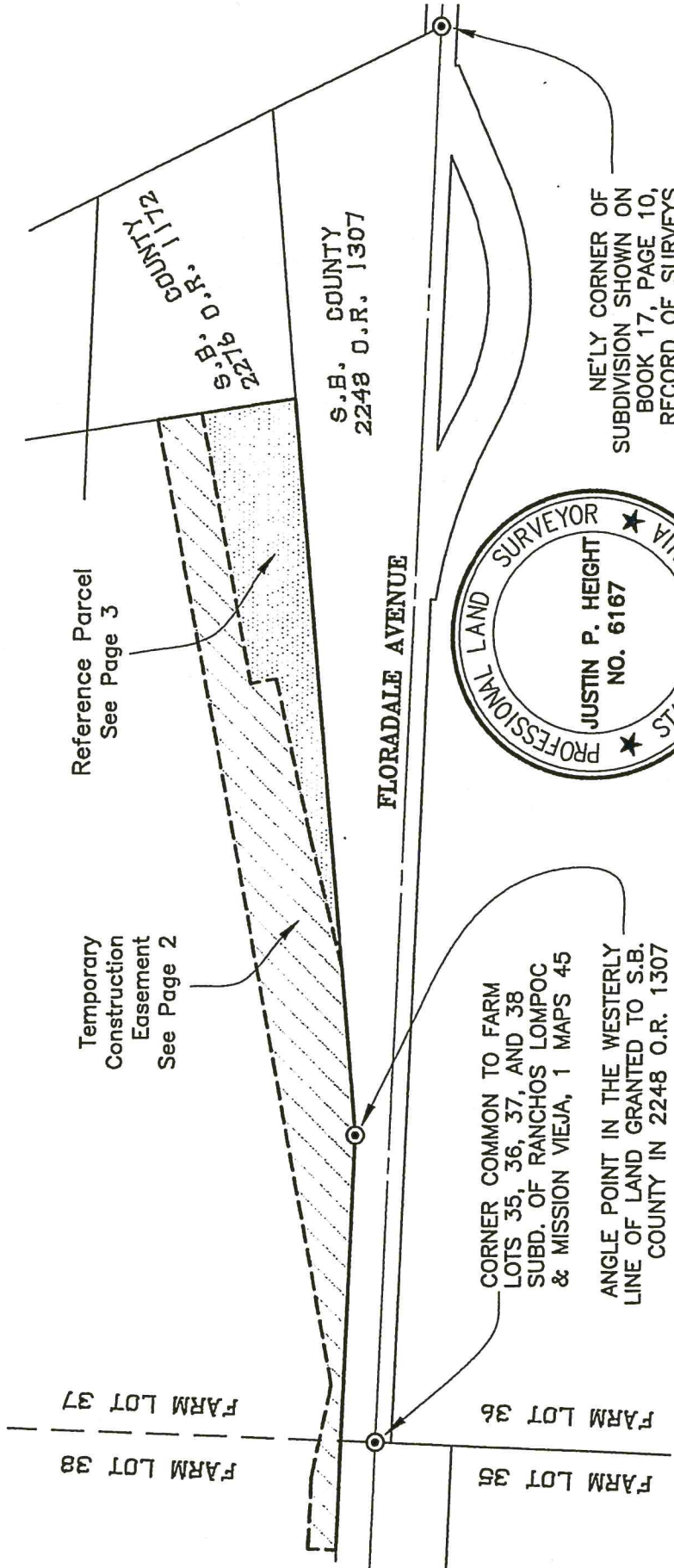
PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK 211, PAGES 86 THROUGH 91 OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 GRID, NAD83(1998) EPOCH 2000.35, DEFINED LOCALLY BY THE CITY OF LOMPOC GIS CONTROL NETWORK AS SHOWN ON THE MAP FILED IN BOOK 172, PAGES 4 THROUGH 7 OF RECORD OF SURVEYS. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000074206.

INDEX SHEET



SCALE: 1" = 150'



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 IRVINE, CALIFORNIA 92618  
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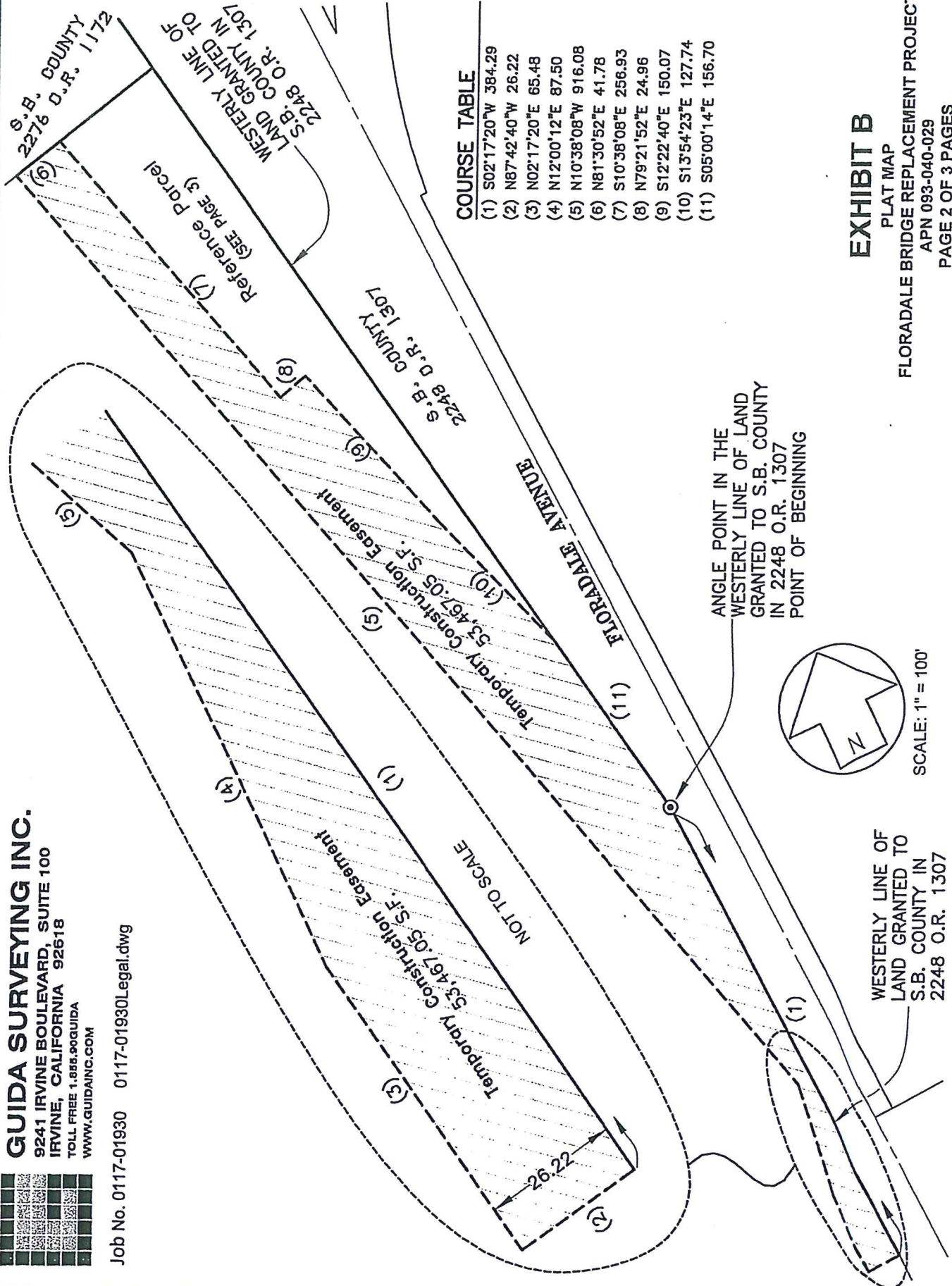
JUSTIN P. HEIGHT, PLS 6167 DATE 10-19-2018

**EXHIBIT B**  
 PLAT MAP  
 FLORADALE BRIDGE REPLACEMENT PROJECT  
 APN 093-040-029  
 PAGE 1 OF 3 PAGES



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 TOLL FREE 1.888.90GUIDA  
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Job No. 0117-01930 0117-01930Legal.dwg



**COURSE TABLE**

- (1) S02°17'20"W 384.29
- (2) N87°42'40"W 26.22
- (3) N02°17'20"E 65.48
- (4) N12°00'12"E 87.50
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- (6) N81°30'52"E 41.78
- (7) S10°38'08"E 256.93
- (8) N79°21'52"E 24.96
- (9) S12°22'40"E 150.07
- (10) S13°54'23"E 127.74
- (11) S05°00'14"E 156.70

**EXHIBIT B**

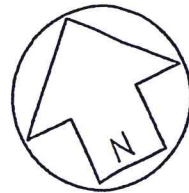
PLAT MAP

FLORADALE BRIDGE REPLACEMENT PROJECT

APN 093-040-029

PAGE 2 OF 3 PAGES

ANGLE POINT IN THE  
 WESTERLY LINE OF LAND  
 GRANTED TO S.B. COUNTY  
 IN 2248 O.R. 1307  
 POINT OF BEGINNING



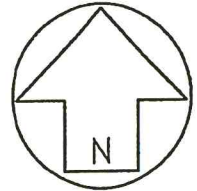
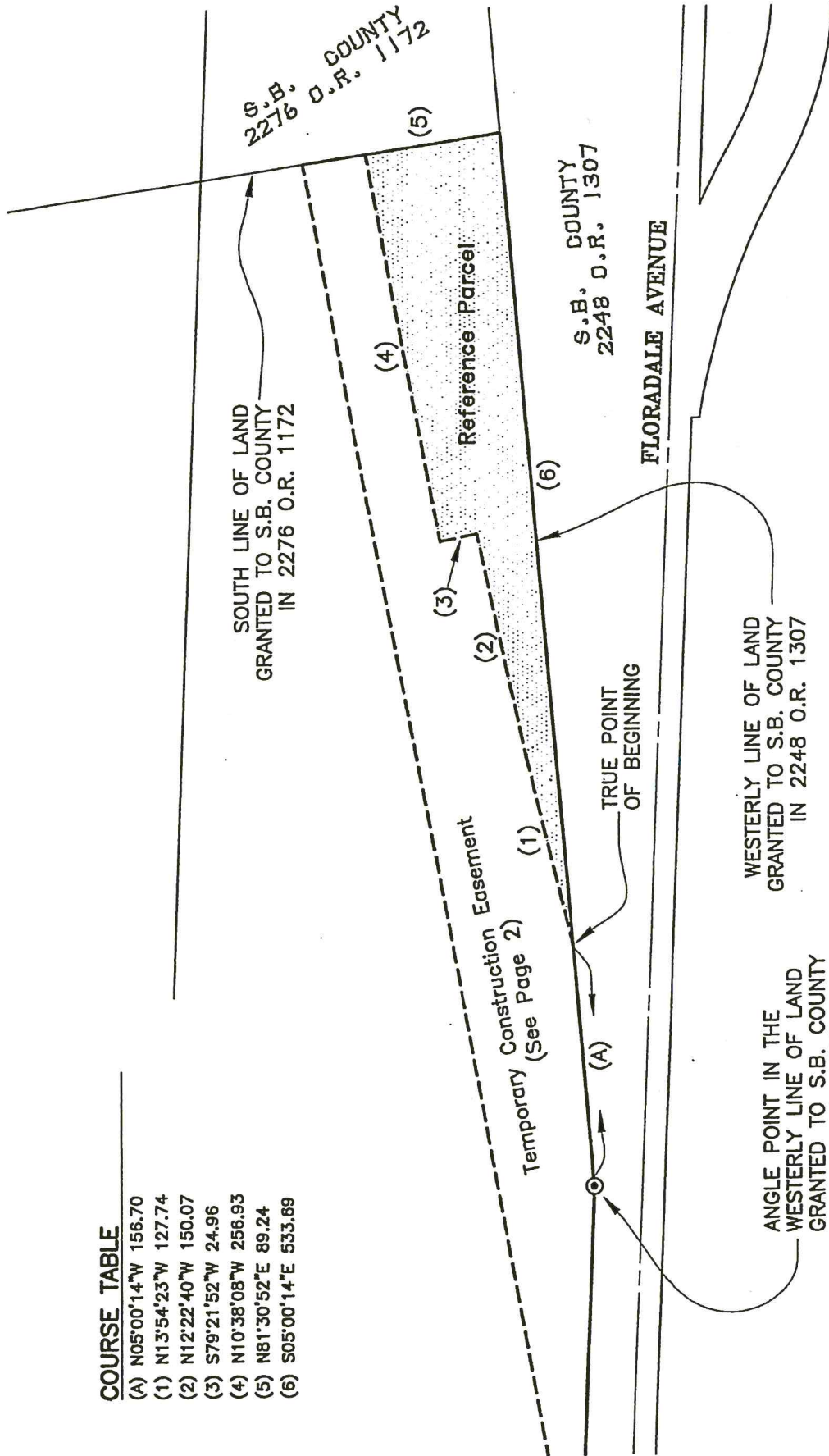
SCALE: 1" = 100'

WESTERLY LINE OF  
 LAND GRANTED TO  
 S.B. COUNTY IN  
 2248 O.R. 1307



**COURSE TABLE**

- (A) N05°00'14"W 156.70
- (1) N13°54'23"W 127.74
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SCALE: 1" = 100'

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**EXHIBIT B**  
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 PAGE 3 OF 3 PAGES