

Project: Isla Vista Sidewalk Improvement  
A.P.N.: 075-063-006  
Address: 825 Embarcadero Del Norte  
Folio: R-410

## **REAL PROPERTY PURCHASE CONTRACT AND ESCROW INSTRUCTIONS**

**THIS REAL PROPERTY PURCHASE CONTRACT AND ESCROW INSTRUCTIONS** ("Contract") is made and entered into by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and JOHN M. MOSTACHETTI as "OWNER" herein, with reference to the following:

**WHEREAS**, OWNER is the fee simple owner of a parcel of land in the unincorporated area of Santa Barbara County known as Isla Vista, State of California, commonly identified as 825 Embarcadero Del Norte, Isla Vista, California, and more particularly described as Assessor's Parcel Number 075-063-006 (herein the "Property"); and

**WHEREAS**, the COUNTY has designed the plans and specifications for the installation of sidewalks and curb ramps at various locations throughout the Isla Vista Community (County Project #862358- herein the "Project"); and

**WHEREAS**, a portion of the Project is located on the Property and the COUNTY desires to purchase a permanent easement for the present and future construction, reconstruction, operation, repair, maintenance and use of improvements as required for COUNTY'S Project operations thereon (the permanent easement area shall herein be referred to as the "Easement Area"); and

**WHEREAS**, the COUNTY recognizes the value of the above easement (including the loss, replacement, and moving of any improvements within the easement) and desires to compensate OWNER for same.

**NOW THEREFORE**, in light of the foregoing and in consideration of the premises, agreements, releases, representations, and the mutual covenants and conditions contained herein, COUNTY and OWNER agree as follows:

1. **SALE AND PURCHASE PRICE**: COUNTY hereby agrees to purchase and OWNER hereby agrees to sell to COUNTY a permanent nonexclusive right of way easement for sidewalk and roadway purposes in, on, over, under, along, and across a portion of the Property. The Permanent Nonexclusive Easement Deed (hereinafter the "Deed") to be executed by OWNER is attached hereto as "Exhibit A" and is incorporated herein by reference. The Easement Area is described and shown on the exhibits attached to the Deed.

It is hereby acknowledged that OWNER has previously granted to COUNTY, its authorized agents, contractors, and employees a Temporary Right of Entry which grants COUNTY the right

to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Property to conform the Project to OWNER'S existing improvements and for incidental Project purposes. That Temporary Right of Entry Agreement was signed by the OWNER on August 13, 2013 and shall not be impacted by the execution of this Contract.

As consideration for the granting of rights stated in the Deed, and for the loss, replacement, and moving of any and all improvements located within the Easement Area, COUNTY shall pay OWNER ELEVEN THOUSAND, THREE HUNDRED and 00/100 Dollars (\$11,300.00). The sum paid shall be OWNER'S sole compensation hereunder. Restoration of the OWNER'S Property shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and/or vegetation, natural or cultivated.

2. **CONDITIONS PRECEDENT:** In addition to other conditions included herein, the approval of funding and the appropriation by the Santa Barbara County Board of Supervisors is an express condition precedent to COUNTY'S duty to purchase. Notwithstanding any other provision in this Contract, COUNTY at COUNTY'S option may extend escrow up to sixty (60) days to permit the funding approval and appropriation by COUNTY. In the event COUNTY should decide to exercise this option, COUNTY shall do so in writing with copies to the escrow officer and to the OWNER.

In the event the conditions contained in this Contract have been met or satisfied to COUNTY'S satisfaction, then the Chair of the Board of Supervisors is authorized to accept the above-referenced Deed on behalf of the COUNTY by executing the Certificate of Acceptance attached thereto. In the event any condition(s) are not satisfied, COUNTY may terminate this Contract with no further liability.

3. **ESCROW AND OTHER FEES:** Escrow shall be opened at First American Title Company, 3780 State Street, Santa Barbara, California, 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 Public Works, or designee, shall execute the necessary escrow instructions and/or additional instructions which may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any of said escrow documents, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver this fully-executed Contract to the escrow officer within ten (10) working days of execution hereof by COUNTY. Unless extended as allowed herein, the date of the close of escrow shall be on or before one hundred eighty (180) calendar 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 satisfaction of all conditions herein stated and the recordation of the Deed which vests rights or title to the Easement Area in COUNTY or its assignee. At least one (1) day prior to the close of escrow, COUNTY shall

deposit with the escrow officer the purchase price for the Deed, plus COUNTY'S share of prorations, fees, and expenses pursuant to this Contract.

OWNER shall execute the Deed in escrow or deliver same to the escrow officer no later than ten (10) business days following the opening of escrow. OWNER shall timely deliver to Escrow Officer all other documents required to be deposited by OWNER under this Contract.

COUNTY shall have the right to review the Preliminary Title Report and approve or disapprove in writing, those items disclosed therein 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 the Property as determined by COUNTY in its discretion. If OWNER does not correct any such condition, COUNTY may, as its sole remedy, terminate this Contract as provided herein.

Escrow shall be automatically extended for thirty (30) days where COUNTY requests that OWNER correct an adverse condition, unless OWNER provides written notice of its refusal to correct such condition prior to close of escrow. If the correction requires more than (30) days, parties may extend escrow by mutual written agreement as provided herein.

Escrow, title and other fees shall be paid as follows:

- a) COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Easement 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, but not any principal paydown on a loan.
- b) COUNTY shall pay for the cost of a Preliminary Title Report covering the Property from the Title Company.
- c) COUNTY shall pay all escrow fees in the event that this escrow is cancelled by COUNTY prior to the conveyance to COUNTY.
- d) OWNER shall pay all escrow fees in the event that this escrow is cancelled by OWNER prior to the conveyance to COUNTY.

The escrow officer shall be obligated as follows:

- a. To provide a current preliminary title report covering the Property; and
- b. To obtain subordination agreements for the Deed contemplated herein from any holders of liens against the Property; and
- c. To release a copy of the OWNER'S executed Deed to COUNTY within two (2) working days of the receipt thereof from OWNER so that COUNTY may present the Deed to its Board of Supervisors to facilitate execution of a Certificate of Acceptance for same.

Upon such acceptance, COUNTY shall deliver the original Certificate of Acceptance to the escrow officer for recordation with the Deed at the close of escrow; and

- d. To record the executed Deed with the Santa Barbara County Recorder's Office and deliver it to COUNTY upon close of escrow; and
- e. To issue or have issued to COUNTY the standard California policy of title insurance required herein; and
- f. To deliver the purchase money to OWNER, or OWNER'S lender at the close of escrow; and
- g. Following recording of the Deed from OWNER, provide COUNTY with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$11,300.00 issued by First American Title Company, showing that title to the herein referenced Deed is vested in COUNTY, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
  - i. Real Property Taxes for the fiscal year in which escrow closes;
  - ii. Public utility easements and public rights of way;
  - iii. Other items that may be approved by COUNTY in writing in advance of the close of escrow

4. **COMMISSION:** The parties acknowledge that no real estate commissions shall be paid by either party hereto, and that COUNTY and OWNER shall represent their respective interests in this transaction.

5. **OWNER'S REPRESENTATIONS AND WARRANTIES:**

- a. OWNER represents and warrants that there is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or the OWNER which could affect the OWNER'S title of the Property, or subject the OWNER to liability.
- b. OWNER represents and warrants that there are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceeding pending against the OWNER restricting the Close of Escrow.

6. **GOOD FAITH DISCLOSURE BY OWNER:** OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Easement Area known to the OWNER 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 or information known by OWNER concerning the condition of

the Easement Area shall be delivered to COUNTY no later than twenty (20) calendar days following COUNTY'S execution of this Contract.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the Easement Area or any structures thereon, 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 there over, 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 (if any) and the corrections desired and request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY and any governmental agency asserting jurisdiction and issuing a directive to remediate polluted areas. Failure to so correct shall be grounds for termination of this Contract.

Prior to the close of escrow, copies of any and all documents and/or information relating to the Easement Area, to the extent they exist and are in OWNER'S custody, shall be delivered by OWNER to COUNTY.

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 the Easement Area of which OWNER had personal knowledge, which have not been disclosed to COUNTY.

7. **COUNTY OBLIGATIONS:** In addition to any other obligations included herein:
  - a. COUNTY shall relocate and reconnect any public utilities serving OWNER'S remaining Property if said relocation becomes necessary because of the Project;
  - b. The COUNTY shall repair any damage done during the Project by COUNTY to OWNER'S improvements or other property outside of the Easement Area.
  - c. COUNTY agrees to defend, indemnify and hold OWNER harmless from any claims or damages resulting from COUNTY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
  
8. **OWNER'S OBLIGATIONS:** In addition to any other obligations included herein:
  - a) OWNER shall remove any and all personal property from the Easement Area prior to the close of escrow. OWNER shall also clear any and all tenant or lessee interests in the Easement Area whether the interest is recorded or unrecorded.
  - b) 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. COUNTY acknowledges

and agrees that there shall be no special assessments against the Property that relate to the period prior to the Close of Escrow as a result of the Project.

- c) OWNER shall not record any covenants, conditions or restrictions against the Property, including without limitation any application for annexation or development of the Property until Close of Escrow.
- d) OWNER agrees to indemnify, protect, hold harmless, and defend the County of Santa Barbara, its Board of Supervisors, officers, employees, and agents ("Indemnified Parties"), from and against any and all actual losses, expenses, damages and liabilities suffered by the Indemnified Parties arising from the existence of hazardous substance (as defined by CERCLA) on the Property as of the Close of Escrow (collectively, "Liabilities"), after asserting on COUNTY'S behalf any applicable defenses to such Liabilities, and excepting therefrom Liabilities arising out of the negligent acts or omissions of the Indemnified Parties. This indemnity shall survive this real estate transaction, but shall not apply to any contamination which may occur on the Property as a result of the operations of COUNTY subsequent to the close of escrow

9. **ENVIRONMENTAL SITE ASSESSMENT:** The COUNTY shall have the right to enter the Easement Area to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the Easement Area upon execution of this Contract by both parties. In the event the COUNTY elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of Public Works, or designee, is an express condition precedent to COUNTY'S duty to purchase the Easement. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 6, hereinabove. 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.

10. **TITLE AND DEED:** Title to the Easement Area is to be free of liens, encumbrances, restrictions, conditions, rights to possession or claims thereto (recorded and/or unrecorded) 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 3 through 6 contained in Preliminary Title Report Order Number 4203-4543434 issued by First American Title, with an effective date of December 9, 2013 for the Property. The above referenced Preliminary Title Report is attached hereto as "Exhibit B."

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). The escrow officer is authorized to pay all delinquent taxes from the amount shown in Section 1, SALE AND PURCHASE PRICE above. OWNER understands that pursuant to Section 4986.(a)(6), OWNER may receive after the close of escrow, either, 1) an unsecured property tax bill from the Santa Barbara County Treasurer-Tax Collector for real property taxes that may be due; or 2) a warrant from the Santa Barbara County Auditor-Controller to reimburse OWNER for any prepaid property taxes that may be canceled.

11. **TERMINATION**: COUNTY shall have the right to terminate this Contract at any time prior to the satisfaction of all the conditions precedent, as set forth in this Contract, upon written notice to the OWNER. OWNER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach, following OWNER'S written notice to the COUNTY of same. COUNTY shall have thirty (30) days from receipt of OWNER'S notice to cure the material breach. If COUNTY fails to cure the material breach within thirty (30) days from receipt of notice, OWNER may, as its sole remedy, terminate this Contract by providing written notice thereof to COUNTY.

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. In the event the purchase monies herein are demanded by mortgagee(s) or beneficiary(ies), then the 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, and deliver copies of same to the COUNTY upon close of escrow.

13. **COMPLIANCE WITH THE LAW**: This Contract shall be governed by and be construed according to the laws of the State of California. COUNTY shall be required to obtain any and all encroachment, building, and land use permits and/or licenses which may be required in connection with the purchase or intended use of the Easement Area.

14. **NOTICES**: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, COUNTY may also provide notices, documents, correspondence or such other communications to OWNER by personal delivery, or by regular mail and any such notice so given shall be deemed to have been given upon actual receipt.

**IF TO OWNER:** John Mostachetti  
2699 Meadow Street  
San Luis Obispo, CA 93401

**IF TO COUNTY:** Santa Barbara County Public Works  
Attn: Jeff Havlik  
123 East Anapamu  
Santa Barbara, CA. 93101

**TO ESCROW HOLDER:** First American Title Company  
3780 State Street  
Santa Barbara, CA 93105  
Attn: Janice Bowie

15. **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.

16. **ENTIRE CONTRACT:** With the exception of the previously executed Temporary Right of Entry Agreement, this Contract supersedes all prior contracts, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other contracts 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 Property and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, or waiver of this Contract shall be binding unless executed in writing by both parties.

17. **CONSTRUCTION:** The parties have negotiated the terms of this Contract. They have consulted an attorney when they felt the need. The terms of this Contract reflect this negotiation and the intentions of both parties. These terms shall be interpreted with regard to each party equally.

18. **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.

19. **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.

20. **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.

21. **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.

22. **CERTIFICATION OF SIGNATORY(IES):** Signatory does hereby certify that he is the sole owner of the Property and has communicated the contents, rights and duties of this Contract to



all parties having an interest in the Property (if any), and that no additional signatures are required to grant the interest and perform the obligations specified herein.

23. **CONTRACT APPROVAL:** This Contract is subject to the approval of the Santa Barbara County Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board shall evidence said approval.

24. **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 Deed delivered to and accepted by the COUNTY.

25. **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.

26. **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.

*Signatures appear on next page*

Project: Isla Vista Sidewalk Improvement  
A.P.N.: 075-063-006  
Address: 825 Embarcadero Del Norte  
Folio: R-410  
Agent: JJH

**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”

JOHN M. MOSTACHETTI



ATTEST:  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER,  
CLERK OF THE BOARD

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

“COUNTY”

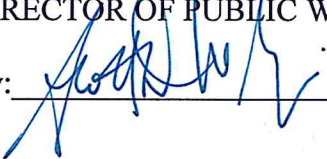
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Steve Lavagnino  
Chair, Board of Supervisors

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

APPROVED, SCOTT D. MCGOLPIN,  
DIRECTOR OF PUBLIC WORKS:

By: \_\_\_\_\_



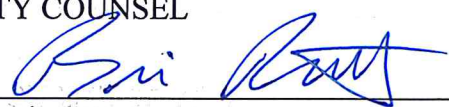
APPROVED AS TO INSURANCE FORM:

By: \_\_\_\_\_  
Ray Aromatorio  
Risk Manager



APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Brian Pettit  
Deputy County Counsel



APPROVED AS TO FORM:  
ROBERT W. GEIS, C.P.A.  
AUDITOR-CONTROLLER

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

Recording requested by  
and to be returned to:  
Santa Barbara County Public Works  
Real Property; Attn: JJH  
Will Call

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

Document entitled to free recordation  
Pursuant to Government Code Section 6103

*This Deed not Valid Until Recorded*

APN: 075-063-006 (Portion)  
County Project No.: 862358  
Real Property Folio #: R-410

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NONEXCLUSIVE PERMANENT EASEMENT DEED**

JOHN M. MOSTACHETTI, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 825 Embarcadero Del Norte, Isla Vista, (the "Property") and more particularly described as County Assessor's Parcel number 075-063-006, referred to as GRANTOR herein;

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

the 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 for public purposes 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 and shown on Exhibit "A" attached hereto and incorporated herein by this reference.

GRANTOR and his successors in interest retain the right to use the easement area except that within the easement area, no permanent surface improvements, trees, vines, fences or permanent encroachments of any kind can be erected or other use made which would interfere with the use, construction, operation, repair or maintenance of the present or future surface and subsurface rights granted herein. GRANTOR'S use of the easement area shall comply with all provisions of the Santa Barbara County Code, including Chapter 28 – Roads, as now enacted or hereafter amended. GRANTEE shall have the right to clear or keep clear from the permanent easement area all buildings, structures and facilities of a permanent nature which interfere with the use of the easement area at the expense of whoever is responsible for the installation of same. GRANTEE, its successors, assigns, contractors and employees shall have the right, but not the obligation to

maintain, trim and cut those trees, shrubs, vegetation and roots, if any, within and above the surface of the easement area, provided however that GRANTEE shall make the least injury and damage to the surface of the ground and vegetation, and shall restore the surface of the ground and vegetation to as near the same condition as it was prior to the above referenced work as is practicable.

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, including, harmful, hazardous and/or toxic materials, if any. This indemnity shall not apply to any contamination which may occur on the Property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law.

GRANTOR does hereby certify that he is the sole owner of the Property; has communicated the contents, rights and duties of this Easement Deed to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

“GRANTOR”  
JOHN M. MOSTACHETTI

\_\_\_\_\_  
DATE

ACKNOWLEDGMENT

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

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
(Name of Notary)

Notary Public, personally appeared \_\_\_\_\_,  
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 signature(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**

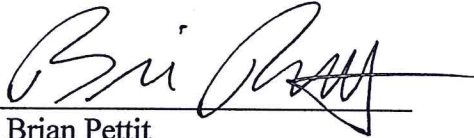
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: GC § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED (PERMANENT EASEMENT) dated \_\_\_\_\_, from JOHN M. MOSTACHETTI 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 \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Brian Pettit  
Deputy County Counsel

MONA MIYASATO  
CLERK OF THE BOARD

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

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 3 in Block "N" of The Ocean Terrace Tract, in the County of Santa Barbara, State of California, as per map recorded in Book 15, Pages 101 through 103 of Maps in the Office of the County Recorder of said County, described as follows:

The southerly 25.5 feet of the easterly 120 feet of said Lot 3; and the southerly 29 feet of the easterly 30 feet of said Lot 3.

EXCEPTING therefrom the southerly 21.00 feet of the easterly 120 feet of said Lot 3 as described in Right of Way Grant recorded September 2, 1960 in Book 1777, Page 13 of Official Records of said County.

ALSO EXCEPTING therefrom the easterly 10.00 feet of said Lot 3 as described in Right of Way Grant recorded December 15, 1955 in Book 1351, Page 313 of Official Records of said County.

End of Description

Containing 565 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.

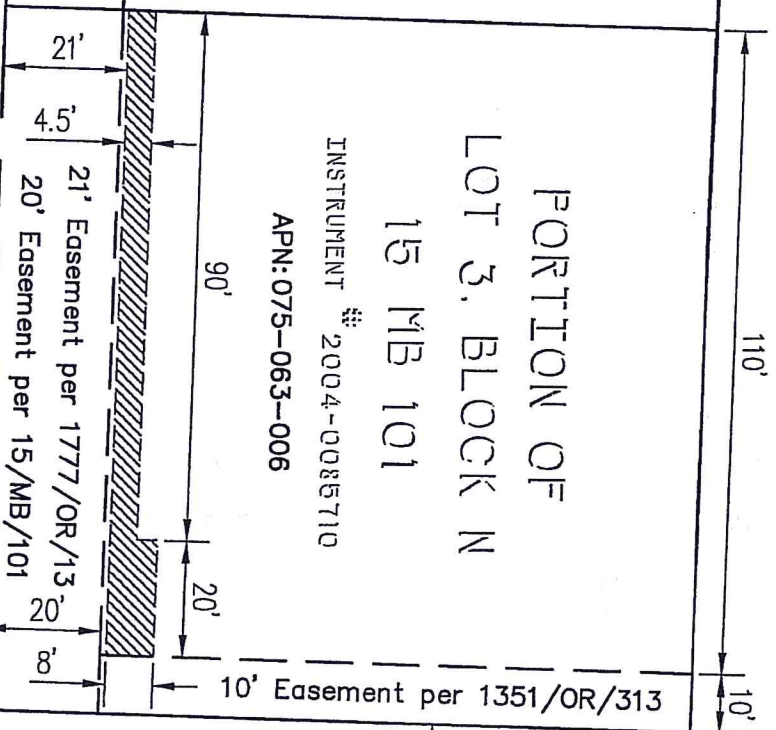
E. Teñell Matlovsky  
E. Teñell Matlovsky, PLS 8629



11/27/2013  
Date

EXHIBIT B

SEGOVIA RD



PORTION OF  
LOT 3, BLOCK N  
15 MB 101  
INSTRUMENT # 2004-0085710  
APN: 075-063-006

EMBARCADERO DEL NORTE

25'

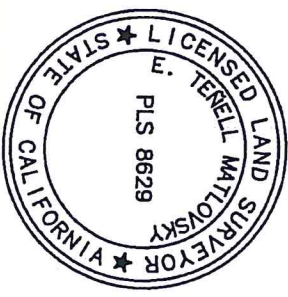
SCALE  
1 inch = 30 ft



THIS MAP WAS PREPARED BY ME, OR UNDER  
MY DIRECTION, IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE LAND SURVEYORS ACT.

*E. Terrell Matlovsky*  
E. TERRELL MATLOVSKY

11/27/2013  
DATE



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS  
COUNTY SURVEYORS OFFICE

ISLA VISTA SIDEWALKS EASEMENT

APN: 075-063-006

PORTION OF LOT 3, BLOCK N, 15 MB 101

THE OCEAN TERRACE TRACT

SANTA BARBARA COUNTY, CALIFORNIA

OCTOBER 2013

5855

EXHIBIT A





*First American Title*

## First American Title Company

1150-C Coast Village Road  
Montecito, CA 93108

Escrow Officer: Patricia White  
Phone: (805)969-6883  
Fax No.: (866)720-4124  
E-Mail: pswhite@firstam.com

Title Officer: Linda Clark  
Phone: (805)687-1581  
Fax No.: (866)397-7090  
E-Mail: lkclark@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Property: 825 Embarcadero Del Norte  
Goleta, CA 93117

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of December 09, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

JOHN M. MOSTACHETTI AND ADELAIDE MOSTACHETTI, TRUSTEES OF THE MOSTACHETTI  
FAMILY 2002 TRUST UNDER DECLARATION OF TRUST CREATED 12/17/2002

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2013-2014.

First Installment:	\$12,405.81, PAID
Penalty:	\$0.00
Second Installment:	\$12,405.81, OPEN
Penalty:	\$0.00
Tax Rate Area:	66-011
A. P. No.:	075-063-06
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement shown or dedicated on the Map as referred to in the legal description  
  
For: Road and incidental purposes.

4. Covenants, conditions, restrictions and easements in the document recorded January 22, 1931 in Book 231, Page 270 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
5. An easement and right of way for road purposes and incidental purposes, recorded December 15, 1955 in Book 1351, Page 313 of Official Records.  
In Favor of: County of Santa Barbara  
Affects: As described therein
6. An easement and right of way for all the uses and purposes of a public road and incidental purposes, recorded September 2, 1960 in Book 1777, Page 13 of Official Records.  
In Favor of: County of Santa Barbara  
Affects: As described therein
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

9. With respect to the trust referred to in the vesting:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 825 Embarcadero Del Norte, Goleta, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disdaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.