

**PERMANENT EASEMENT PURCHASE CONTRACT**  
**(Hereinafter the "Contract")**

**Pardall Road Reconstruction Project**

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MARTIN L. GORDON AND DIANE E. GORDON, TRUSTEES OF THE MARTIN AND DIANE GORDON TRUST DATED MARCH 16, 2000; AND MARTIN GORDON; AND DIANE E. GORDON; AND DIANE E. GORDON, TRUSTEE OF THE MAXINE ROBINSON TRUST DATED AUGUST 21, 1996; hereinafter referred to collectively as "OWNERS", do hereby agree as follows:

1. COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for sidewalk and roadway purposes in, on, over, under, along, and across a portion of the real property commonly known as 901 Embarcadero Del Norte, Isla Vista, California, and more particularly described as Assessor's Parcel Number 075-114-009 (hereinafter the "Property").

The Permanent Easement consists of approximately four hundred twenty (420) square feet and is more particularly described in the Easement Deed to be executed concurrently with this Contract by OWNERS (hereinafter the "Easement Deed").

OWNERS hereby grant to COUNTY, its authorized agents and contractors, officers and employees, immediate use of the Permanent Easement, together with a temporary right of entry (the "Temporary Right of Entry") to enter upon and move workers, equipment, and materials over, within and upon the Property.

The Temporary Right of Entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalk, roadway and related public improvements, for conforming such public improvements to OWNERS' private improvements, for relocating public utilities as necessary, and for such other purposes as may be incidental to such activities.

2. As consideration for the granting and immediate use of the Permanent Easement and the Temporary Right of Entry, and for the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of EIGHT THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$8,400.00) within thirty (30) days of recordation of the Easement Deed by COUNTY.

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

4. By COUNTY'S exercise of this Contract, OWNERS assume no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of

COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNERS' negligence.

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

6. COUNTY, its authorized agents, employees and contractors shall replace and/or repair any improvements, destroyed or damaged, as a result of the rights granted under this Contract. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable.

7. COUNTY shall have the right to trim or remove trees, shrubs, and vegetation within the Permanent Easement as may endanger or interfere with the project. If any mature trees outside the Permanent Easement are damaged to the extent that they do not survive, COUNTY shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNERS' sole remedy.

8. The term of this Contract shall expire no later than December 31, 2009. This Contract may be extended upon mutual written agreement between the parties.

9. COUNTY shall have the right to terminate this Contract at any time prior to COUNTY'S recordation of the Easement Deed. OWNERS 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. 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. 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.

12. The parties agree that each party and its respective counsel have reviewed and approved this Contract and the Easement Deed 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.

13. Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

14. The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

15. OWNERS represent and warrant that they are, collectively, the sole owners of the Property, or are authorized by the OWNERS to execute this Contract and the subject Easement Deed on behalf of the OWNERS, and that no additional signatures are required to carry out the duties contemplated herein. OWNERS have communicated the contents, rights and duties of this Contract to all parties having an interest in the Property.

16. 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.

17. This 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.

18. COUNTY shall replace OWNERS' existing driveway apron on Pardall Road with a new driveway apron at COUNTY'S cost. Such new driveway apron shall reasonably match the dimensions of the existing driveway apron. However, COUNTY shall have the right to make reasonable adjustments to such driveway dimensions in order to comply with requirements of the Americans with Disabilities Act (ADA) and to reasonably conform the driveway apron to new public sidewalks constructed by COUNTY on Pardall Road. OWNERS shall not be required to file for a new Encroachment Permit for the new driveway apron. However, OWNERS shall be responsible for maintenance of the new driveway apron at OWNERS' cost.

COUNTY shall keep temporary closure of the driveway during construction to the minimum duration reasonably practicable.

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**IN WITNESS WHEREOF**, COUNTY and OWNERS have executed this Permanent Easement Purchase and Temporary Entry Contract 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: \_\_\_\_\_  
Salud Carbajal, Chair  
Board of Supervisors

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

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

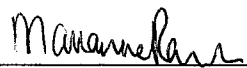
APPROVED AS TO FORM:  
DANIEL J. WALLACE  
INTERIM COUNTY COUNSEL

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

By:  \_\_\_\_\_  
Deputy County Counsel

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

APPROVED AS TO INSURANCE FORM:

By:  \_\_\_\_\_  
Ray Aromatorio  
Risk Program Administrator

Project: Pardall Road Reconstruction Project  
Property: 901 Embarcadero Del Norte, Isla Vista (Assessor Parcel Number 075-114-009)

**SIGNATURE PAGE (CONTINUED)**

OWNERS:

MARTIN L. GORDON AND DIANE E. GORDON, TRUSTEES OF THE MARTIN AND DIANE GORDON TRUST DATED MARCH 16, 2000; AND MARTIN GORDON; AND DIANE E. GORDON; AND DIANE E. GORDON, TRUSTEE OF THE MAXINE ROBINSON TRUST DATED AUGUST 21, 1996

By: Martin L. Gordon Trustee  
Martin L. Gordon, Trustee of the Martin and Diane Gordon Trust dated March 16, 2000

By: Diane E. Gordon Trustee  
Diane E. Gordon, Trustee of the Martin and Diane Gordon Trust dated March 16, 2000

By: Martin Gordon  
Martin Gordon

By: Diane E. Gordon  
Diane E. Gordon

By: Diane E. Gordon Trustee  
Diane E. Gordon, Trustee of the Maxine Robinson Trust dated August 21, 1996