

Project: Purchase Caltrans Excess Land for  
Public Works Department  
Folio: 003651  
APN: N/A – Parcel 2261-01-03  
(DD 002261-01-03)  
Agent: CS

**90-DAY OPTION AGREEMENT FOR PURCHASE OF EXCESS LAND  
FROM THE STATE OF CALIFORNIA, DEPT OF TRANSPORTATION  
(Director's Deed 002261-01-03)**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (individually and collectively referred to as "SELLER"), and THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California (individually and collectively referred to as "PURCHASER").

**1. AGREEMENT TO PURCHASE:** In consideration of the TOTAL CONTRACT PRICE as set forth herein, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER agrees to sell to PURCHASER, by Director's Deed, and PURCHASER agrees to purchase from SELLER, pursuant to the terms and conditions hereinafter set forth, the real property, "AS IS", referred to as Caltrans Parcel No. 002261-01-03, located on the southeast side of the Harris Grade Road/Burton Mesa Boulevard intersection, Santa Barbara County, State of California, and also described in the Deed and map attached hereto ("the property"), for a sum of FORTY ONE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$41,800.00), pursuant to the provisions of RWM Section 16.05.05.03, "Finding A" sales.

**2. SECURITY DEPOSIT:** Enclosed herewith, is a security deposit, in the amount of ten percent (10%, rounded to the nearest \$100) of the full purchase price, equaling FOUR THOUSAND TWO HUNDRED AND No/100 DOLLARS (\$4,200.00) made payable to the Department of Transportation.

**3. 90-DAY OPTION PERIOD/CLOSING:** The balance of the purchase price shall be paid in full no later than ninety (90) days from the date of execution of this agreement; i.e., on or before the closing date of \_\_\_\_\_, 2012. The terms of said purchase are as follows:

**4. TERMS:**

- (a) PURCHASER and SELLER agree that if PURCHASER fails to complete this purchase for any reason: (1) SELLER shall be released from obligation to sell the property to PURCHASER; (2) SELLER shall retain the deposit actually paid.

- (b) The Department of Transportation reserves the right to reject this offer at any time prior to the approval of the sale by the California Transportation Commission (CTC). In the event of rejection of this offer, all money deposited with SELLER shall be refunded to PURCHASER without interest.
- (c) All sales are subject to the approval of the CTC. It is understood that this offer to purchase vests no right, title, interest or equity, including the right to possession, in or to said real property until the sale has been approved by the CTC in the manner provided by law, and a Director's Deed has been executed, recorded, and delivered to the undersigned.
- (d) In the event the CTC fails to approve this sale or SELLER cancels the sale, SELLER will notify PURCHASER immediately and there will be no costs incurred by SELLER for such cancellation and all funds deposited with SELLER shall be refunded to PURCHASER without interest.
- (e) It is expressly understood by all parties that the right, title and interest in the property to be conveyed shall not exceed that vested in the State of California and that no Policy of Title Insurance will be furnished or escrow fees paid by SELLER in this transaction.
- (f) This Agreement is not assignable in whole or in part, either by operation of law or otherwise, without the prior written consent of SELLER.

5. **TITLE:** All notices or payments herein provided to be given or which may be given, by either party to the other, shall be made in writing and addressed as follows:

PURCHASER

County of Santa Barbara  
 General Services Department  
 Support Services Division  
 Attn: Real Property Manager  
 1105 Santa Barbara Street, 2<sup>nd</sup> Floor  
 Santa Barbara, CA 93101  
 Tel: (805) 568-3070

SELLER

Department of Transportation  
 Right of Way - Excess Land  
 Attn: Patrick Pittarelli  
 50 Higuera Street  
 San Luis Obispo, CA 93401  
 Tel: (805) 549-3317

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**IN WITNESS WHEREOF**, County of Santa Barbara and State of California, Department of Transportation have executed this Option Agreement For Purchase of Excess Land and the purchase property shall be vested in the COUNTY OF SANTA BARBARA, and the terms and conditions of the offer are accepted subject to the approval of the California Transportation Commission.

“PURCHASER”  
COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Doreen Farr, Chair  
Board of Supervisors

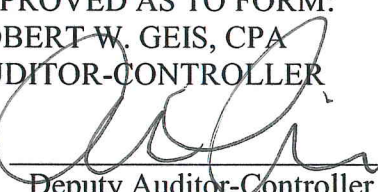
By \_\_\_\_\_  
Deputy Clerk

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

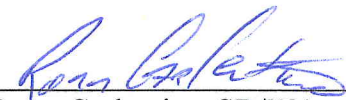
APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By:   
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

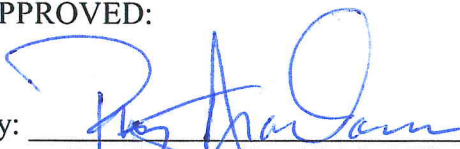
APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

APPROVED:

By:   
Ronn Carlentine, SR/WA  
Real Property Manager

APPROVED:

By:   
Ray Aromatorio, ARM, AIC  
Risk Manager



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ACCEPTANCE:

The terms and conditions of the above offer are hereby accepted subject to the approval of the CTC. Receipt of \$4,200.00 is hereby acknowledged.

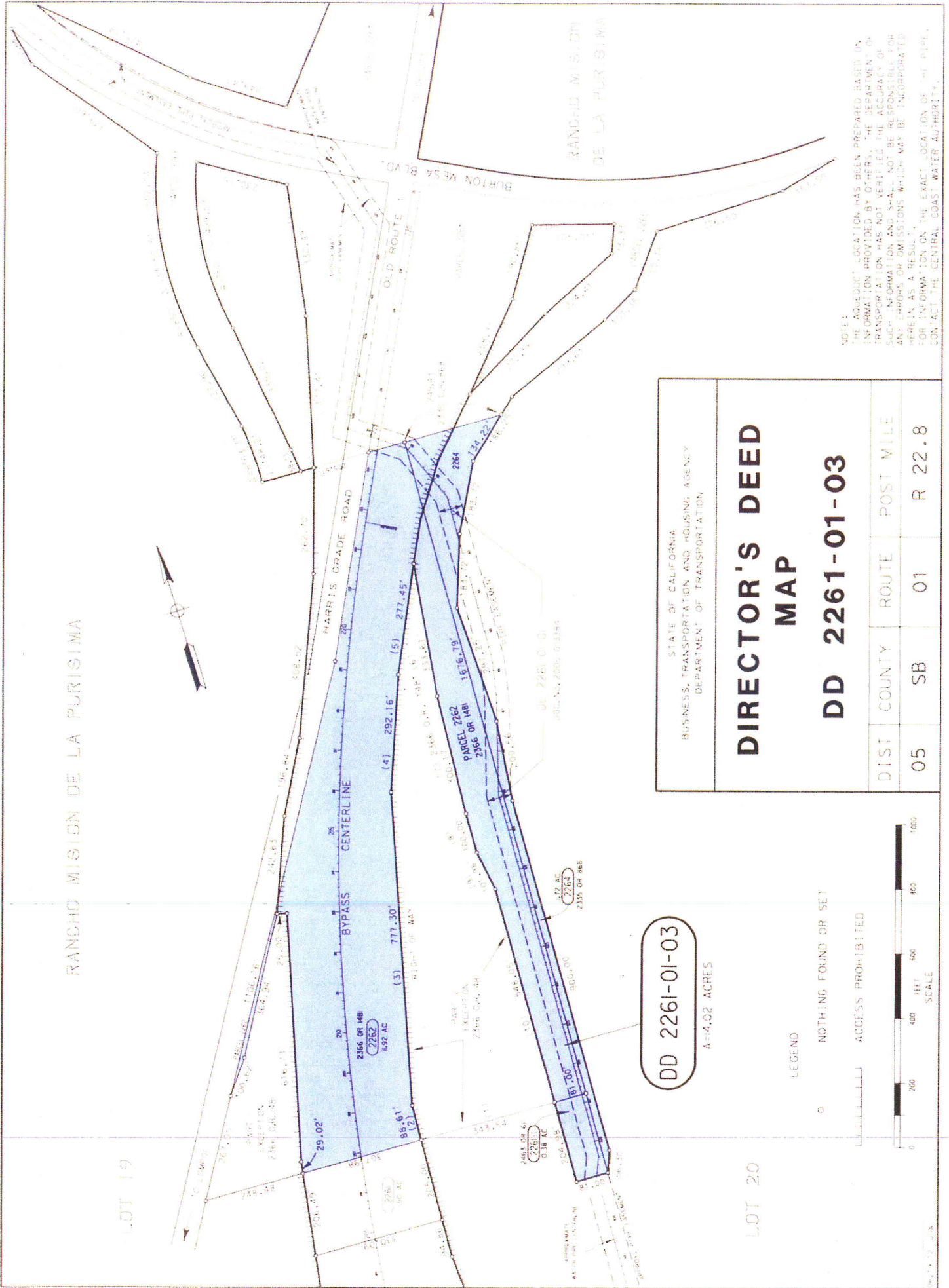
By: \_\_\_\_\_  
Patrick C. Pittarelli, Associate Right of Way Agent  
Department of Transportation  
Central Region Right of Way

\_\_\_\_\_ Date

RANCHO MISION DE LA PURISIMA

LOT 19

LOT 20



**DD 2261-01-03**  
A=4.02 ACRES

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION

**DIRECTOR'S DEED  
MAP**

**DD 2261-01-03**

DIST	COUNTY	ROUTE	POST MILE
05	SB	01	R 22.8

NOTE: THE AQUEDUCT LOCATION HAS BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE DEPARTMENT OF TRANSPORTATION HAS NOT VERIFIED THE ACCURACY OF SUCH INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED HEREIN AS A RESULT OF INFORMATION ON THE EXACT LOCATION OF THE PIPE, CONTACT THE CENTRAL COAST WATER AUTHORITY.