

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



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

**Agenda Number:**

**Prepared on:** April 2, 2003  
**Department:** General Services  
**Department No.:** 063  
**Agenda Date:** April 22, 2003  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Ronald S. Cortez, Director  
General Services Department

**STAFF**

**CONTACT:** J. Jeffery Havlik, Real Property Agent III (568-3073)

**SUBJECT:** Declaration of Surplus & Grant Deed; Vacant Land Near Carpinteria  
First Supervisorial District  
Folio No. YI 3394

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**Recommendations:** That the Board of Supervisors:

- A. Approve the attached Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) guidelines re: declaring the County owned, unimproved land known as Santa Barbara County Assessor's Parcel No. 001-070-025 (hereinafter the "Property") as excess to County needs and transferring ownership to the City of Carpinteria; and
- B. Adopt the attached Resolution Declaring Real Property as Surplus, declaring the above referenced Property as surplus to County needs. This action is taken in accordance with Government Code 25365 and requires a four-fifths vote. The Property is shown on "Exhibit A" attached to the Resolution; and
- C. Execute the attached Grant Deed and Declaration of Restrictions and Conditions (hereinafter the "Agreement"), between the County of Santa Barbara and the City of Carpinteria concerning transfer of ownership of the Property in accordance with Government Code 25550.

**Alignment with Board Strategic Plan:**

The recommendations are primarily aligned with Goal No. 5 A High Quality of Life for All Residents and with actions required by law or by routine business necessity.

**Executive Summary and Discussion:**

Subject: Declaration of Surplus; Execution of Grant Deed  
First Supervisorial District  
Agenda Date: April 22, 2003  
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The County of Santa Barbara accepted fee simple ownership of an unimproved parcel of land currently known as Santa Barbara County Assessor's Parcel No. 001-070-025 (the "Property") from R. A. Watt, doing business as the San Roque Mobil Estates, on August 26, 1963. The Grant Deed was recorded in the Office of the County Recorder on September 3, 1963 in Book 2010 as Page 742. The Property is not currently used by the County or intended for any other County use or improvements. It lies within the boundaries of the City of Carpinteria and is zoned Recreation. It is approximately 1 acre in size and is bordered by Highway 101 and Carpinteria Creek.

The recommended actions of declaring the Property as excess to County needs and granting ownership to the City of Carpinteria were reviewed pursuant to the California Environmental Quality Act (CEQA) guidelines by Real Property and County Counsel. That study indicated these actions are categorically exempt under CEQA section 15316 "Transfer of Ownership of Land in Order to Create Parks." A request for determination of conformity to the adopted General Plan (65402 determination) was submitted to the County Planning Commission on September 16, 2002 and to the Carpinteria Planning Commission on October 9, 2002. No response was received from the County; the City confirmed the action was in accordance with its General Plan on December 2, 2002.

In accordance with Government Code, notice of your Board's potential execution of the Agreement was provided to the public via publication of a "Notice of Intent to Grant".

The above actions by the County do not consummate this transaction. Recordation of the Agreement after the City's acceptance thereof will signify completion.

Pursuant to the Agreement, the City of Carpinteria agrees to develop and use the Property as a public park. Legal counsel for the City of Carpinteria and the County of Santa Barbara have approved the Agreement. After execution by your Board it will be delivered to the Carpinteria City Counsel for "Acceptance."

#### **Mandates and Service Levels:**

No change in programs or service levels.

#### **Fiscal and Facilities Impacts:**

There will be no fiscal or facilities impacts to the County. The Property is being transferred without charge; the consideration from the City of Carpinteria will be its development of the Property into a public park. There are currently no structures or facilities on the Property.

#### **Special Instructions:**

Subject: Declaration of Surplus; Execution of Grant Deed  
First Supervisorial District  
Agenda Date: April 22, 2003  
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**Clerk of the Board:** A unanimous vote is required for the execution of the Grant Deed and Declaration of Restrictions and Conditions.

After Board action, please distribute as follows:

- |    |                                |  |
|----|--------------------------------|--|
| 1. | CEQA Notice of Exemption       | Board's Official File                  |
| 2. | Copy of Exemption              | Facilities Services, Attn: Jeff Havlik |
| 3. | Original Resolution as Surplus | Board's Official File                  |
| 4. | Certified Copy of Resolution   | Facilities Services, Attn: Jeff Havlik |
| 5. | Original Agreement             | Facilities Services, Attn: Jeff Havlik |
| 6. | Certified Copy of Agreement    | Board's Official File                  |
| 7. | Minute Order                   | Facilities Services, Attn: Jeff Havlik |

**NOTE:** The CEQA Notice of Exemption has been posted as required by Government Code. The County posting date was 4/9/2003 (The date of filing of this board letter).

**Concurrence:**

General Services

# NOTICE OF EXEMPTION

**TO:** Santa Barbara County Clerk of the Board of Supervisors

**FROM:** General Services Department, Facility Services Division, Real Property

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

**APN(s):** 001-070-025

**Santa Barbara County Project No.:** (Real Property Folio No. YI 3394)

**Location:** Vacant parcel located within the boundaries of the City of Carpinteria bounded by Highway 101 and Carpinteria Creek, Santa Barbara County, California

**Project Title:** Declaration as Excess and transfer of fee ownership of property to the City of Carpinteria.

**Project Description:** Santa Barbara County intends to declare the above referenced property as excess to County needs and to transfer said property to the City of Carpinteria for use as a public park.

**Exempt Status:** (Check one)

- Ministerial
- Statutory
- Categorical Exemption [15316]
- No Possibility of Significant Effect

**Cite specific CEQA Guideline Section:** CEQA Guidelines Section 15316 (Transfer Of Ownership of Land in Order to Create Parks).

**Reasons to support exemption findings:** CEQA Guidelines Section 15316 "Transfer of Ownership of Land in Order to Create Parks," states that a project is exempt from CEQA if: "the acquisition, sale or other transfer of land in order to establish a park where the land is in a natural condition or contains historical or archaeological resources and either: (a) the management plan for the park has not been prepared, or (b) the management plan proposes to keep the area in a natural condition or preserve the historic or archaeological resources. CEQA will apply when a management plan is proposed that will change the area from its natural condition or cause substantial adverse change in the significance of the historic or archaeological resource." Therefore, this real estate transaction is categorically exempt from CEQA. Any further improvements and/or modifications of the property will be subject to applicable permitting requirements.

Exemption Prepared by Jeff Havlik, Santa Barbara County, General Services Department, Facilities Services Division.

\_\_\_\_\_  
Department/Division Representative  
Mark Mittermiller, Assistant General Services Director

\_\_\_\_\_  
Date

**Note:** A copy must be filed with the County Clerk after project approval and posted by the Clerk for a period of 30 days to begin a 35 day statute of limitations on legal challenges.

\_\_\_\_\_  
Date File of the City Clerk

**RESOLUTION OF THE BOARD OF SUPERVISORS  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

RESOLUTION NO. \_\_\_\_\_

IN THE MATTER OF THE BOARD OF )  
SUPERVISORS DECLARING COUNTY- )  
OWNED REAL PROPERTY AS SURPLUS )

**RESOLUTION DECLARING  
REAL PROPERTY AS  
SURPLUS**

**(Vacant Land near Carpinteria Creek, APN 001-070-025)**

**WHEREAS**, on July 25, 1963 via Instrument number 37567, the County of Santa Barbara acquired a  $\pm 1.0$  acre parcel of unimproved land located within the County of Santa Barbara, which parcel is known as County Assessor's Parcel No. 001-070-025 (hereinafter the "Property"). The Property is within the boundaries of the City of Carpinteria and is bounded by U.S. Highway 101, Carpinteria Creek and the San Roque Mobil Home Park; and

**WHEREAS**, it has been determined that the Property is not now, and will not in the future be needed for County purposes; and

**WHEREAS**, the City of Carpinteria desires to develop the Property into a public park to serve the citizens of Carpinteria, including the occupants of the San Roque Mobil Home park; and

**WHEREAS**, Government Code Section 25550 reads as follows: "By unanimous vote, the board of supervisors of any county owning real property situated in any city which is not used and is not needed for any public purpose may convey it to the city for public park purposes, without consideration other than the agreement of the city to establish and maintain a public park on the property."

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of the County of Santa Barbara, State of California does hereby find, determine and order as follows:

1. That the above recitals are true and correct; and
2. That the Property (as shown on "Exhibit A" attached hereto), is in excess of the County's needs and declares it to be surplus property; and
3. That the Board is willing to convey the Property to the City of Carpinteria in accordance with the provisions of Government Code Section 25550; and

- 4. That upon adoption of this resolution by unanimous vote, the Department of General Services is authorized to proceed with the transfer of the Property to the City of Carpinteria and the Chair of the Board of Supervisors, or designee, is authorized to execute the deed.

Passed and adopted by the County of Santa Barbara, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by the following vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

COUNTY OF SANTA BARBARA

ATTEST:  
 MICHAEL F. BROWN  
 CLERK OF THE BOARD

\_\_\_\_\_  
 Chair, Board Of Supervisors

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

APPROVED AS TO FORM:  
 STEPHEN SHANE STARK  
 COUNTY COUNSEL

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

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

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

Recorded at request of  
and when recorded mail to:  
City of Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, CA 93013-2697

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code 6103  
No Tax Due

**This document shall not be effective until recorded**

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 001-070-025  
Agent: J. Jeffery Havlik, SR/WA  
Real Property Folio #: YB 3394

**GRANT DEED AND DECLARATION OF  
RESTRICTIONS AND CONDITIONS**

1. **GRANTING CLAUSE:** The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns as "Grantor" herein, does hereby remise, release and grant to the CITY OF CARPINTERIA, a municipal corporation, its successors and assigns as "Grantee" herein, all right, title, and interest in that certain real property in the unincorporated area of the County of Santa Barbara, State of California, known as Santa Barbara County Assessor's Parcel number 001-070-025 ( herein the "Property"). The Property is shown on Exhibit "A" and described on Exhibit "B," both attached hereto and incorporated herein by reference.

2. **PURPOSE:** It is the purpose of this Grant Deed and Declaration of Restrictions and Conditions (hereinafter the "Deed") to convey the Property to the Grantee in trust for the public and to ensure that the Property will be developed and used as a public park in accordance with the conditions in this Deed. Grantor intends that the conditions and restrictions contained herein shall run with the Property and be irrevocable and enforceable against Grantee, its successors and assigns. By accepting this conveyance, Grantee agrees to strictly honor the intentions of Grantor stated herein. If ever the Grantee discontinues such uses, or fails to comply with the conditions herein, then Grantee shall, at Grantor's option, in accordance with Section 9 **POWER OF TERMINATION** herein, forfeit all right, title and interest in the Property as well as all improvements thereon to Grantor.

3. **TERM:** Grantee shall comply with all the terms and conditions of this Deed and use the Property exclusively as a public park.

4. **RESTRICTIONS AND CONDITIONS**: Grantor hereby imposes the following conditions on the conveyance:

- A.)** Grantee shall construct or have constructed park improvements on the Property within five (5) years of recordation of this Deed; and
- B.)** Grantee shall adopt a resolution identifying the Property as a public park; and
- C.)** Grantee may grant concessions, franchises and leases upon the Property for purposes consistent with the use of the Property as a public park; however all revenue generated by such concessions shall be used to maintain and/or improve the Property; and
- D.)** Grantee shall use the Property only as a public park; and
- E.)** Nothing herein shall be interpreted to prevent Grantee from taking reasonable measures related to flood control and/or protection of human health and safety or the environment so long as such are consistent with use of the Property as a public park.

5. **PROHIBITED USES AND ACTIVITIES**: Grantee shall not engage in or permit others to engage in the following uses and/ or activities:

- A.)** The disposal, dumping or placement of trash, garbage, or other unsightly or offensive material, hazardous substance or toxic waste or underground storage tanks in, on or under the Property unless in appropriate receptacles; or
- B.)** The use or storage of hazardous materials or other chemicals that may adversely impact the Property; or
- C.)** The use of the Property for any purposes other than those specified herein; or
- D.)** Use the Property as security for any debt, except that the Property may be identified in grant applications made by Grantee.

6. **PROPERTY CONVEYED "AS IS"**: **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTOR IS TRANSFERRING AND GRANTEE IS RECEIVING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM GRANTOR, ITS AGENTS, OR EMPLOYEES AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATIONS: ITS PHYSICAL CONDITION, INCLUDING THE STRUCTURAL ELEMENTS OF ANY IMPROVEMENTS; ITS GEOLOGY; THE DEVELOPMENT POTENTIAL OF THE PROPERTY AND ITS USE, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; ITS ZONING OR OTHER LEGAL STATUS; ITS COMPLIANCE WITH LAW; THE PRESENCE OR REMOVAL OF HAZARDOUS OR TOXIC MATERIALS, SUBSTANCES, OR WASTES ON, UNDER OR ABOUT THE PROPERTY OR THE NEIGHBORING PROPERTY; THE QUALITY OF LABOR OR MATERIALS USED IN ANY IMPROVEMENTS; THE CONDITIONS OF TITLE TO THE PROPERTY; THE LEASES, SERVICE CONTRACTS, OR OTHER**



**AGREEMENTS AFFECTING THE PROPERTY; AND THE ECONOMICS OF THE OPERATION OF THE PROPERTY.**

Grantee shall assume all Grantor's obligations in the Property. Grantee's acceptance of this Deed shall be conclusive proof of Grantee's acceptance of the conditions specified in this section and in other portions of this Deed.

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Grantee's Acknowledgement

7. **ENFORCEMENT**: Grantor and/or any entity with standing may seek to enforce the conditions and restrictions set forth in this Deed (hereinafter the "Enforcing Grantor"). The Enforcing Grantor shall have the right to enforce by proceedings at law or in equity the covenants, conditions and restrictions set forth herein. Enforcement of the terms of this Deed shall be at the discretion of the Enforcing Grantor, and any forbearance or delay in the exercise of rights or remedies under this Deed shall not be deemed or construed to be a waiver of such rights or of any subsequent breach of any of the terms of this Deed. In the event a court of competent jurisdiction determines that Grantee has knowingly and willfully violated the terms of this Deed and has refused upon notice to voluntarily remedy such violation as provided in Section 8 **NOTICE OF NON-COMPLIANCE** below, Grantee shall reimburse the Enforcing Grantor(s), for all reasonable costs of enforcement, including reasonable attorneys' fees and all reasonable legal costs and surrender the Property, upon Grantor's option, to Grantor, its successors or assigns.

8. **NOTICE OF NON-COMPLIANCE**: In the event the Enforcing Grantor becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, it shall give written notice to the Grantee, in person or by certified mail at the address provided above, of such event or circumstance of non-compliance and request corrective action sufficient to abate such event or circumstances of non-compliance and restore the Property to its previous condition. Failure of the Grantee to cause discontinuance, abatement, or such other corrective action, or to continue to diligently cure until finally cured, within sixty (60) days after receipt of such notice shall entitle the Enforcing Grantor to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Deed, to enjoin the violation by temporary or permanent injunction, to require the restoration of the Property to the condition that existed prior to such injury, and/or to recover any damages arising from such non-compliance.

9. **POWER OF TERMINATION**: The donation and grant of the Property made by Grantor to Grantee hereby is expressly made subject to the requirement that Grantee holds title, owns and manages the Property in strict accordance with the conditions and restrictions of this Deed. Grantor shall retain the power of termination over the estate granted herein and, in the event that Grantee breaches the terms and provisions set forth in this Deed, Grantor may elect to exercise said power of termination and may re-enter and take title to the Property. The power of termination held by Grantor shall be in addition to all other rights and remedies provided in this Deed. The power of termination shall remain valid and enforceable regardless of whether Grantee substantially performs under this Deed.

10. **GENERAL INDEMNIFICATION:** GRANTEE shall defend, indemnify and save harmless GRANTOR, its officers, agents, employees, successors, and assigns from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising out of this Deed or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the GRANTEE or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting from the misconduct of the GRANTOR.

11. **INDEMNIFICATION REGARDING CONTAMINATION:** GRANTEE shall defend, indemnify and save harmless GRANTOR, its officers, agents, employees, successors, and assigns, from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities and causes of action of all kinds with regard to contamination of the subject property regardless of the date of occurrence, except for those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the misconduct of GRANTOR and GRANTOR'S officers, agents, and employees regardless of the date of occurrence. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law.

12. **GENERAL PROVISIONS:**

- A.)** **NO COST TO COUNTY:** The development, use and occupation of the Property shall be without cost or expense to Grantor.
- B.)** **SEVERABILITY:** If any provision of this Deed or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Deed and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.
- C.)** **CONTROLLING LAW:** The interpretation and performance of this Deed shall be governed by the laws of the State of California. The purpose of this Deed is to convey a single legal parcel within the meaning of Civil Code Section 1093.
- D.)** **SUCCESSORS:** The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall be held to mean and include the above-named Grantor and Grantee. The conditions and restrictions of this Deed shall be binding upon, and inure to the benefit of Grantor and Grantee and shall continue as servitudes running with the Property.
- E.)** **EFFECTIVENESS:** This Deed shall be effective upon its recordation at the Santa Barbara County Recorder's Office.

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Project: Transfer of County Owned Land to the City of Carpinteria  
A.P.N.: 001-070-025  
Agent: J. Jeffery Havlik, SR/WA

**IN WITNESS WHEREOF**, Grantor has executed this Grant Deed and Declaration of Restrictions and Conditions, and Grantee shall accept same by its respective authorized officers as set forth on the Grantee's Certificate of Acceptance attached hereto, all to be effective as of the date of recordation.

"Grantor"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

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

APPROVED AS TO FORM  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

**ACKNOWLEDGMENT OF GRANTOR SIGNATURE**

C.C. 1189

State of California )  
County of Santa Barbara )

On \_\_\_\_\_, 2003, before me, \_\_\_\_\_, personally

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

WITNESS my hand and official seal

on this \_\_\_\_\_ day of \_\_\_\_\_, 2003

MICHAEL F. BROWN  
CLERK OF THE BOARD

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

MAP & LEGAL DESCRIPTION OF PROPERTY

Project: Transfer of County Owned  
Land to the City of Carpinteria  
A.P.N.: 001-070-025

GRANTEE'S CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, CARPINTERIA MUNICIPAL CORPORATION: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED AND DECLARATION OF RESTRICTIONS AND CONDITIONS acknowledged on ?????, 2003, from the COUNTY OF SANTA BARBARA, a political subdivision of the State of California to the CITY OF CARPINTERIA, a municipal corporation, is hereby accepted by order of the Carpinteria City Counsel on \_\_\_\_\_, 2003, and the City of Carpinteria as Grantee herein consents to recordation thereof by the County of Santa Barbara.

CITY OF CARPINTERIA

By: \_\_\_\_\_  
Mr. Gary Nielsen; Mayor

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2003

CARPINTERIA CITY CLERK

\_\_\_\_\_  
Jayne Diaz