

Public Comment

Ramirez, Angelica



From: County Executive Office
Sent: Monday, August 24, 2020 11:45 AM
To: sbcob; Miyasato, Mona
Subject: FW: Objection to BOS 8-25-20 Meeting Administrative Agenda Item A-28
Attachments: Objection Letter to BOS A-28.pdf; Photo of Illegal Gates.pdf; Executive Summary.pdf; e-mails tofrom SBCo. Water Agency.pdf; Copies of Illegal Recordings.pdf; Contract Law & Regulation Provisions.pdf; 1955 Judgment.pdf

From: John Dorwin <johnkdorwin@gmail.com>
Sent: Monday, August 24, 2020 11:09 AM
To: County Executive Office <caoemail@co.santa-barbara.ca.us>; Williams, Das <DWilliams@countyofsb.org>; Hart, Gregg <gHart@countyofsb.org>; Hartmann, Joan <jHartmann@countyofsb.org>; Adam, Peter <peter.adam@countyofsb.org>; Lavagnino, Steve <steve.lavagnino@countyofsb.org>; Hartley, Johannah <jhartley@co.santa-barbara.ca.us>; Young, Matthew <mcyoung@cosbpw.net>; Holderness, Amber <aholderness@co.santa-barbara.ca.us>
Subject: Objection to BOS 8-25-20 Meeting Administrative Agenda Item A-28

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All,
 Please find attached my objection to the proposed extension of the Cachuma Master Contract with the Bureau of Reclamation. The Board sitting as the County Water Agency can not make findings of compliance with the current contract nor findings that the continued denial of access is not a project under CEQA.

Kindest Regards,
 John K. Dorwin,
 Attorney for Kimball-Griffith, Lp

 3-24-20 Ltr. to Deputy Co. Counsel.pdf 

JOHN KENNETH DORWIN Tel. (805) 688-8377/Mobile (805) 698-0002
ATTORNEY AND COUNSELOR AT LAW P.O. Box 2011 Buellton, CA93427-2011

Board of Supervisors
County of Santa Barbara
Sitting as Directors of SB Co. Water Agency
105 E. Anapamu Street, 4th Floor
Santa Barbara, CA 93101

August 24, 2020

In Re: Objection to Administrative Agenda Item A-28.

Objection to Resolution to Extend and Amend Contract as Civil Rights Violation for Denial of Due Process for Cachuma Project Contract not in Compliance with "Applicable Federal Law," Violation of 42 USC 1983; Denial of Access as Traffic Impact and Private Property Easement between Hunt Drive and Ortega Ridge Road.

Dear Chairman Hart and Members of the Board of the County Water Agency,

As you are all aware there is an unrecorded 1955 Judgment in Case 14500-C, which expressly provide for reservation of access to and from my client's 40-acre property between Ortega Ridge Road and Hunt Drive. This Judgment reserved jurisdiction over the subject parcel by the Federal District Court (see attached copy). We now know the County, the BOR, COMB, Montecito Water District, and Carpinteria Water District all failed to record this Judgment as required by law in 1955 and subsequently illegally installed two locked gates in violation of the still operative, but unrecorded Judgment under color of State law (adverse possession). The reason the Judgment expressly excluded easements was so the Government would not have to join all the owners on the 1890 Subdivision Map to pay just compensation. This problem has been compounded in subsequent conveyance such that my client's legal description does not conform to the 1955 Judgment in condemnation. Several subsequent recordings by the County, COMB, and BOR have further slandered my client's title with false recordings in violation of the California Penal Code Section 115 (see copies attached). The Parties to the Contract for the Cachuma Project are not now in compliance with "Applicable Federal Law", but seek to extend the Contract illegally without review of prior unresolved Title, Traffic, and Environmental Impacts for access around the Ortega Reservoir. The County can't make findings of CEQA exemption based upon the denial of public and private access from Hunt Drive to Ortega Ridge Road around the Ortega Reservoir site per the recorded Map of Subdivisions for the Ortega Ranch recorded July 22, 1890 at BK 1 pg. 20 of Maps. This denial of access has, and continues to have traffic and title impacts upon my client's property and the owners within the Ocean View Estates Subdivision as part of the Cachuma Project, which now includes the two illegal gates behind the Ortega Reservoir.

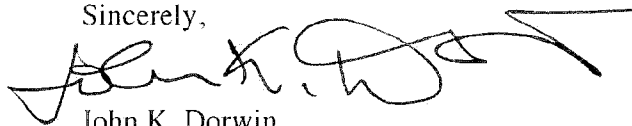
If the County allows the Contract to be extended without restoration of vehicle access, removal of the illegal gates, and recordation of the unrecorded Judgment, *nunc pro tunc*, the County will be ratifying these illegal acts and be a further party to an uncompensated taking of private property and violation of due process under the 5th and 14th Amendments to the Federal Constitution (see Executive Summary Attached). We

now know these gates are illegal. I have provided your County Counsel with proof that all Parties to the proposed Contract extension are violating both State and Federal law. You can't make the required findings of Contract Compliance at this time, nor that the proposed Amendment complies with either CEQA or the Master Cachuma Contract Civil Rights Laws and Regulations provisions (see copy attached). The fact is the existing facilities are being operated illegally and that fact is established by the locked gates in direct violation of the enclosed unrecorded 1955 Judgment, which excluded the right to deny access over the then existing 1890 roadways of the Ortega Ridge Subdivision as recorded in Book 1 pg. 20 of maps on July 22, 1890 in the Office of the County Recorder. If you vote to extend the Cachuma Project Contract without correcting the above mistakes you may incur direct individual liability for violating my client's civil rights given what you all now know.

The continued denial of access and due process is a "project" under CEQA that requires notice and due process for my clients and their neighbors along Hunt Drive. You have been informed of these past and present impacts. Since October 28, 2019 I have had in person meetings and provided briefings with Deputy County Counsel Johanna Hartley, Board of Supervisor Das Williams, Board of Supervisor Joan Hartmann as well as with the COMB and Montecito Water District Board of Director at their public meetings. In all instances, I have provided all the necessary documentation to Deputy County Counsel, COMB, Montecito Water District, and the Board of Supervisors for their review. On November 6, 2019 Fray Crease, Manager of the County Water Agency sent me an e-mail (see attached) that I would be notified "once contract negotiations commenced." I have not been notified of any contract or contract extension process, until Friday, August 21, 2020.

I urge you to delay this extension until you have all the facts and have carefully evaluated all the risks of not complying with "Applicable Federal Law" within the express provisions of pages 32 and 36 of the Cachuma Master Contract. You may contact me directly to discuss how to resolve this matter without Federal litigation in the Federal District Court. Regrettably, the failure to record the 1955 Judgment has corrupted multiple data-bases and caused a great deal of damage over the last 65 years. There has been no written correspondence from County Counsel, Johanna Hartley since March 22, 2020. I provided additional title information to County Counsel Hartley on July 7, 2020 and followed up with 2 phone calls to check the status. I have not received any response/return call from Deputy County Counsel Hartley. This now puts the County Water Agency in harms way. Notice and Public Notice Hearings are required before the Master Cachuma Contract can be extended.

Sincerely,



John K. Dorwin,
Attorney for Kimball-Griffith, Lp
as Successors-in-Interest to
Phillip and Ethyl Cunniff.

Cc: County Counsel,
Co. Water Agency, COMB,
MWD, CVWD

**TRESPASSING-LOITERING
FORBIDDEN BY LAW**

PUBLIC WATER SUPPLY

U. S. GOVERNMENT PROPERTY

DEPARTMENT OF THE INTERIOR

CACHUMA O&M BOARD (805) 687-4011

EXECUTIVE SUMMARY: Kimball-Griffith Lp vs. County of Santa Barbara

In 1955, the United States condemned a portion of the CUNNIFF property without taking, or paying just compensation, for a road shown on the original 1890 Ortega Rancho Subdivision Map. This Map is the source document for all subsequent titles, which incorporate the Map by reference. The United States District Court reserved jurisdiction over the partially taken parcel to make further decrees as necessary. This Judgment was never recorded, only the Decree of Taking in 1952, which excepted Roadways of record.

Beginning in 1987 the Federal Government misrepresented its ownership in the roadway and omitted any mention of the continuing jurisdiction of the US District Court. Based upon this fraudulent memo from Gary Sackett, the County of Santa Barbara was granted an emergency access and utility easement from the BOR in 1989. The easement required the County gate certain portions of the taken parcel and deny access to the public and adjacent property owners. This memo is expressly contrary to the terms of the 1955 Judgment.

In 2005, as environmental mitigation measures for the roofing of the Ortega Reservoir, an agreement was made to provide gated access to the Ocean View Estates HOA and other owners by way of easement to COMB and a license agreement for the HOA. This access scheme was never finished, and the environmental litigation, which was subject to a tolling agreement, was never settled.

In 2017 one of the Homeowners sued for quiet title for an appurtenant easement to surplus Government property conveyed in 2007. The case was dismissed, but on Appeal as it was discovered, the BOR had concealed the 1955 taking file and a conspiracy existed as to concealment of the true status of the Government's limited title. The Appeal was denied as to the individual Quiet Title claim. In 2019, the United States Supreme Court re-established a direct cause of action under 42 USC 1983 for wrongful takings of property with a 2-year statute of limitations in the Federal District Courts. The date of discovery of the unrecorded reservation of jurisdiction in the National Archives was November 28, 2018. That Supreme Court Case is *Knick v. Township of Scott Pennsylvania* 588 U.S. ___ (2019).

The illegal recordings, grants of purported easements, and denial of access are now disputed by KIMBALL-GRIFFITH, Lp as Successors of CUNNIFF. They now seek to reopen the 1955 Condemnation action for denial of civil rights and injunctive relief against all to be named Defendants. The moving party will seek disqualification of the Los Angeles U.S. Attorney's Office and the BOR's Solicitor General based upon fraud, conflicts of interest, and ethical violations in the prior proceedings and conveyances. This case potentially involves hundreds of parcels in the Town of Summerland as shown on the 1890 Map recorded in Book 1 pg. 20 of Maps on July 22, 1890. This fact pattern is controlled by the legal doctrine of judicial estoppel. The Government may not dispute or change the position it adopted in the 1955 CUNNIFF case, which excluded record easements from the taken property. Likewise it could not alter any titles without returning to the District Court, which reserved jurisdiction over the subject parcel. The reservation of jurisdiction in the unrecorded Judgment, which the BOR has hidden in the underlying transactions, makes this case an extremely unusual title claim for denial of civil rights under the *Knick* (supra) decision.



John Dorwin <johnkdorwin@gmail.com>

inquiry

7 messages

Crease, Fray <fcrease@cosbpw.net>

Wed, Nov 6, 2019 at 8:34 AM

To: "johnkdorwin@gmail.com" <johnkdorwin@gmail.com>

Mr. Dorwin,

I understand you visited our offices yesterday to inquire about CEQA for the Cachuma Project contract renewal. We await a draft contract from the U.S. Bureau of Reclamation and as such have not started the CEQA process. Once we have a draft and public contract, and begin the contract negotiation process with Reclamation, we will commence CEQA. In the meantime, I have added you to our interested parties list for more information once contract negotiation has commenced.

Please let me know if I can answer any further questions,

**Fray A. Crease**

Santa Barbara County Water Agency Manager

130 E. Victoria St., Suite 200

Santa Barbara, CA 93101

(805) 568-3542

Water Agency Website; WaterWiseSB.org

John Dorwin <johnkdorwin@gmail.com>

Wed, Nov 6, 2019 at 9:16 AM

To: "Crease, Fray" <fcrease@cosbpw.net>

Thank you for the information. There is an environmental issue which involves the Ortega Reservoir as part of the Cachuma Project which goes back to access from Hunt Drive to Ortega Ridge Road which was reserved in the 1955 Taking of the Reservoir site. A Mitigation Agreement for the Roofing of the Reservoir to include access was never completed. These two cases are technically still open. There is a published District Court of Appeal Case which says this matter will require an EIR unless mitigation is fully implemented as to the prior

Project for the Roofing of the Ortega Ridge Reservoir. The proposed contract needs to address this problem and the just compensation issue for the denial of access by the County and the BOR since 1989 when the County installed gates to deny access across a portion of the historic roadway. This is both a CEQA/NEPA trigger issue in the pending contract for renewal of the Cachuma Project between the County and the BOR, but also a jurisdictional issue with the 1955 takings case. I represent the current owners of the parcel who claim access rights under the express exception to the unrecorded judgement in the 1955 takings case. I look forward to discussing this matter further with you when it goes to the Board of Supervisors for review later this year. Please keep me informed as to all contract negotiations and drafts.

Kindest Regards; John K. Dorwin Attorney for Kimball-Griffith Lp

[Quoted text hidden]

John Dorwin <johnkdorwin@gmail.com>

Tue, Aug 18, 2020 at 1:45 PM

To: "Crease, Fray" <fcrease@cosbpw.net>, "Hartley, Johannah" <jhartley@co.santa-barbara.ca.us>

Dear Mr. Crease:

Please let me know the status of the renewal of the Master Contract with the BOR for the Cachuma Master Contract.

I believe I may need to bring suit if the County and related Public Agencies are intending to renew the Contract in

Violation of the Contract Provisions regarding "Applicable Federal Law " The Master contract may have an illegal object as to the denial of access between Hunt Drive and Ortega Ridge Road under a 1955 unrecorded Judgement

in case 14,450-C from the Federal District Court of the then Southern District of California. Jurisdiction over this parcel was reserved in the final judgement, however the BOR and related parties are now claiming ownership of all easement rights in contravention of the express terms of the judgement. Please let me know if the BOR has provided any draft contract renewal and give me notice of any CEQA proceedings or determinations as to the Master Contract. I have brought this matter to the attention of County Counsel and the Supervisor for the First District, Mr. Das Willams. Please consider this email a public records request for any and all communications between the County of Santa Barbara and the Bureau of Reclamation regarding the renewal of the Cachuma Project Master Contract. Please call me if you have any questions regarding this matter at: 805 698-0002.

Kindest Regards; John Dorwin SBN: 111082

[Quoted text hidden]

Crease, Fray <fcrease@cosbpw.net>

Thu, Aug 20, 2020 at 9:06 AM

To: John Dorwin <johnkdorwin@gmail.com>, "Hartley, Johannah" <jhartley@co.santa-barbara.ca.us>

Mr. Dorwin,

Thank you for your inquiry. As you know, the current Cachuma master contract expires September 30 of this year. USBR has been unable to complete the federal prerequisites to initiate Cachuma contract negotiations and execute a renewal contract before that date. USBR is seeking an interim contract that will extend the terms and conditions of the current contract (with the addition or modification of certain standard articles required by USBR) for no more than three years. A draft of that document is attached with this email, and

publically posted at the link below.

For more information on this contract, you may wish to reach out to USBR. Our contact for this contract is also attached.

From: John Dorwin <johnkdorwin@gmail.com>
Sent: Tuesday, August 18, 2020 1:45 PM
To: Crease, Fray <fcrease@cosbpw.net>; Hartley, Johannah <jhartley@co.santa-barbara.ca.us>
Subject: Re: inquiry

Caution: This email originated from a source outside of the County of Santa Barbara. Do not click links or open attachments unless you verify the sender and know the content is safe.

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[Quoted text hidden]

[Quoted text hidden]


[Quoted text hidden]


[Quoted text hidden]



Fray A. Crease
Santa Barbara County Water Agency Manager
130 E. Victoria St., Suite 200
Santa Barbara, CA 93101
(805) 568-3542
Water Agency Website; WaterWiseSB.org

2 attachments

 **USBR Publically Posted Contract July 20, 2020.pdf**
112K

 **Erma Leal.vcf**
1K

John Dorwin <johnkdorwin@gmail.com>

Thu, Aug 20, 2020 at 12:22 PM

To: "Crease, Fray" <fcrease@cosbpw.net>
Cc: "Hartley, Johannah" <jhartley@co.santa-barbara.ca.us>
Bcc: kimball griffith <kgplpsb@gmail.com>, Loma <lomagriffith@gmail.com>

Dear Mr. Fray:

Thank you for the information on the proposed renewal of the Cachuma Project Contract. Please advise me when

this document was transmitted to the County Water Agency by the BOR. Please provide me notice of when this agreement will be presented to the Board Of Supervisors for authority to execute the Contract on behalf of the County Water Agency. I believe this matter must be presented to the BOS for review at least on the Administrative

Agenda. Please be advised I will be objecting to the renewal of the Contract on any basis so long as the County of Santa Barbara, and the County Water Agency are not in compliance with all applicable provisions of Federal Law as required by page 32 paragraph 10, lines 6-8 of the current contract and the Civil Rights Laws and Regulations of Page 36, lines 3-24. My clients object to the recital in the proposed Amendment

that the County Water Agency is in fact in compliance with the existing Contract as recited in subparagraph "d." of

page 2 of the proposed Amendment Agreement. In fact the County and related subcontractors have not complied

with the express provisions of the 1955 unrecorded Judgement in Case 14,500 as to my clients easement rights and rights of access which have been illegally seized without payment of just compensation nor due process of law.

The County Water Agency needs to comply with the above Judgement before any extension of the current Contract

may legally occur. Please acknowledge that you have received this objection and that an opportunity will be presented

to me to fully document my client's claims before the Contract is executed. I am also objecting that there has been

no opportunity to present the evidence of environmental impacts to any decision makers as required by the California

Environmental Quality Act before this Contract is extended as required by law. Please provide me with any exemptions

from CEQA review your Agency claims applies to a continued violation of my client's civil rights for access from Hunt

Drive to Ortega Ridge Road over the " subject parcel " in the above Judgement of the Federal District Court. Any execution of this Agreement without notice and a hearing will be deemed to be a ratification of the aforesaid illegal

conduct and actionable under the express civil rights provisions of the Master Cachuma Project Contract and Federal Law.

Thank you

for your continued cooperation in this matter. All rights and remedies legal and equitable under the Contract and the

Laws of the United States, and the State of California are hereby expressly reserved.

Sincerely; John Kenneth Dorwin SBN: 111082 Attorney for Kimball-Griffith LLC

[Quoted text hidden]

Crease, Fray <fcrease@cosbpw.net>

Fri, Aug 21, 2020 at 10:03 AM

To: John Dorwin <johndorwin@gmail.com>

Cc: "Hartley, Johannah" <jhartley@co.santa-barbara.ca.us>, "Young, Matthew" <mcyoung@cosbpw.net>

Mr. Dorwin,

The first draft of the contract was received by the Water Agency July 7, 2020. This draft was not a public document at that time and did not become a public document until it was posted by USBR on July 20 at the link I provided to you in my previous email. On Tuesday, August 25, there will be a Board of Supervisors meeting agenda item to approve the execution of the contract amendment and subcontract amendments with each of the Member Units. The agenda and associated documents can be found on the Board of Supervisors meeting calendar <https://santabarbara.legistar.com/Calendar.aspx#current>

Today is my last day with the County so I will not be available to reply to further communications on this issue.

[Quoted text hidden]

John Dorwin <johnkdorwin@gmail.com>

Fri, Aug 21, 2020 at 7:11 PM

To: "Crease, Fray" <fcrease@cosbpw.net>

Cc: "Hartley, Johannah" <jhartley@co.santa-barbara.ca.us>, "Young, Matthew" <mcyoung@cosbpw.net>

Thank you for the update.

[Quoted text hidden]



John Dorwin <johnkdorwin@gmail.com>

1996 Cachuma Contract

Young, Matthew <mcyoung@cosbpw.net>
To: John Dorwin <johnkdorwin@gmail.com>
Cc: "Crease, Fray" <fcrease@cosbpw.net>

Wed, Mar 25, 2020 at 10:07 AM

Hello Mr. Dorwin,

The County Water Agency is still waiting for the Bureau of Reclamation to provide us with a draft Contract. Once that happens negotiations and environmental review can begin. You have been added to the contact list and will receive notice for any hearings or comment periods.

Thanks,

Matt

cid:16e41a9e2a74cff311

Matt Young
Water Resources Program Manager
Santa Barbara County Water Agency
130 E. Victoria St., Suite 200
Santa Barbara, CA 93101
(805) 568-3546

From: John Dorwin <johnkdorwin@gmail.com>
Sent: Tuesday, March 24, 2020 6:59 PM
To: Young, Matthew
Cc: Crease, Fray
Subject: Re: 1996 Cachuma Contract

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United States Department of the Interior

BUREAU OF RECLAMATION
MID-PACIFIC REGIONAL OFFICE
2800 COTTAGE WAY
SACRAMENTO, CALIFORNIA 95825-1898

IN REPLY
REFER TO: MP-422
780.

JUN 17 1987

Brent Siemer
Land Use Planners and Consultants
827 State Street, Suite 19
Santa Barbara, CA 93101

Dear Mr. Siemer:

This letter concerns your client, Robert Reisner's, interest in exchanging a road and utility easement of record over the U.S. Bureau of Reclamation's Ortega Regulating Reservoir lands within the Cachuma Project.

As discussed in earlier correspondence, the U.S. Bureau of Reclamation was obligated to grant a 20-foot road easement as part of a 1952 land acquisition from Bank of America (Williams), of whom Mr. Reisner is a successor or assign. The easement was to allow ingress and egress over United States reservoir lands from the Bank's remaining property to Greenwell Avenue. Recently, evidence was found to indicate that the 20-foot road easement was granted to the Bank. The easement document was forwarded by the United States on September 29, 1954 to the attention of Trust Officer, C.K. Peterson, at the Bank's Santa Barbara office.

The road easement follows the course of the current operations and maintenance road to the knoll area of Mr. Reisner's adjacent property. Apparently, the Bank did not record this easement, nor was it passed on to subsequent owners of the property. The United States is willing to prepare a new easement for Mr. Reisner at this location.

The following information is offered regarding the existing 20-foot wide road and utility easement through the reservoir. The Bank reserved this easement when it sold property to John Mosso in 1946. Mr. Reisner wishes to exchange this easement for one around the reservoir. In 1952 when the United States purchased the reservoir land from the Bank, it was the intention of the parties to exchange the easement for a 20-foot easement to the knoll area of the Bank's remaining property. Unfortunately, the language in the acquisition documents did not accomplish this and the easement remains of record. It is the opinion of our legal counsel that there was a taking of this easement by the United States when the construction of the reservoir physically severed it on June 12, 1954. As this was a taking without just compensation, the owners could have filed for compensation for the loss of the easement within 12 years after completion of the reservoir according to United States Code 2409a (Real Property Quiet Title Action) Subpart (f). As this was not done within the 12 year period, the easement is now invalid and the United States holds clear title to the land with no further obligation.

As stated in our May 19, 1987 letter, the United States cannot grant an access and utility easement over Ortega Regulating Reservoir lands to exclusively serve a private subdivision. The possibility of granting a non-exclusive easement to a homeowners association as outlined in a telephone conversation between Mr. Reisner and Robert Weast of my staff on June 8, 1987 has been researched. The proposal is unacceptable as the association if formed would not qualify as a public entity. A non-exclusive easement to serve the proposed development may be granted the County of Santa Barbara. Details for the submittal and review of such a request have been furnished in earlier correspondence.

If you need additional information, please contact Vivian Rodgers at (916) 978-4947.

Sincerely,



Gary T. Sackett
Assistant Regional Supervisor of
Water and Power Resources Management

cc: Roger McLean
Secretary-Manager
Cachuma O&M Board
3301 Laurel Canyon Road
Santa Barbara, CA 93105

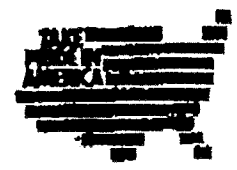
Jolie Welch
Santa Barbara County Resources
Management
123 East Anapamu Street
Santa Barbara, CA 93101

Robert Reisner
RWR Investments
148 East Carrillo Street
Santa Barbara, CA 93101



United States Department of the Interior

BUREAU OF RECLAMATION
MID-PACIFIC REGIONAL OFFICE
2800 COTTAGE WAY
SACRAMENTO, CALIFORNIA 95825-1896



IN REPLY
REFER TO:

MP-420
780.

JUN 23 1989

Mr. Brett Steward
Development Engineer
County of Santa Barbara
Public Works Department
123 Anapamu Street
Santa Barbara CA 93101

Subject: Santa Barbara County Emergency Road and Utility Easement, Ortega Reservoir, Cachuma Project (Outgrant)

Dear Mr. Steward:

Enclosed are two executed originals of Easement, Contract No. 8-07-20-14279. The easement allows the County of Santa Barbara to construct, operate and maintain emergency vehicle access and utilities to service the Reiser Subdivision adjacent to the U.S. Bureau of Reclamation's Ortega Reservoir.

If you need additional information, please contact Rodger McLean of the Cachuma Operation and Maintenance Board at telephone (805) 687-4011 or Vivian Rodgers of my staff at telephone (916) 978-4947.

Sincerely,

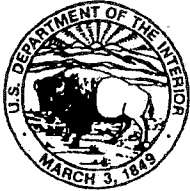
Gary T. Sackett
Assistant Regional Supervisor of
Water and Power Resources Management

Enclosure

cc: /Rodger McLean
General Manager
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara CA 93105-2017
(w/enc1)

Enclosure 1 Payne / Ortega Res.

File



United States Department of the Interior



BUREAU OF RECLAMATION
Mid-Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825-1898

IN REPLY
REFER TO:
MP-420
LND-6.00

MAY 24 1993

RECEIVED

MAY 26 1993

COMB/CPA

Ms. Donna L. Payne
Vice President
Paine Webber Incorporated
222 East Carrillo Street
Santa Barbara CA 93101

Subject: Recorded Easement - Reservoir Ridge Road Along the North Side
of Ortega Reservoir (Your Letter Dated May 7, 1993) (Land
Management)

Dear Ms. Payne:

We have researched our records regarding the grant deed forwarded with your subject letter, and find there are no reserved rights to the United States-owned Reservoir Ridge Road adjacent to Ortega Reservoir except a non-exclusive easement granted to the County of Santa Barbara (County). The easement allows the County to maintain emergency vehicle access and utilities to service Reisner Subdivision.

If you and Mr. Berman still wish to pursue an easement to use the United States-owned portion of Reservoir Ridge Road for ingress and egress to your properties located in Reisner Subdivision, you may file an application according to the enclosed regulation (43 CFR, Part 429), along with a \$250 administrative fee. There is no assurance that your application will be approved. If you choose to file an application, please file it with the Cachuma Operation and Maintenance Board for their review and comments.

Please call Nancy Mullen of my staff if you have any questions or wish to discuss this matter any further.

Sincerely,

Acting for *Donald J. Bueckman*
Gary T. Sackett
Assistant Regional Supervisor of
Water and Power Resources Management

Enclosure

cc: Mr. Robert Wignot
Cachuma Operation and Maintenance Board
3301 Laurel Canyon Road
Santa Barbara CA 93105-2017 (w/o encl)

89-047282 | Rec Fee .00
| Total .00

Recording requested by and
when recorded return to:
Public Works Department - Roads
County of Santa Barbara
123 E. Anapamu St.
Santa Barbara, California 93101

Recorded
Official Records
County of
Santa Barbara
Kenneth A Pettit
Recorder
1:00pm 19-Jul-89

RD 2

Project: Reisner Subdivision
Tract 13675
APN: 5 090 02, 18, 19, 20 & 21

Location: Reservoir Ridge Road easement

No fee per Govt. Code Section 6103

Agreement to Assume Easement Agreement

WHEREAS, the undersigned have received approval of a subdivision; a Coastal Development Permit; and an agreement with the United States Department of the Interior, Bureau of Reclamation, for an emergency access and utilities easement (for the benefit of the property described below), from the Board of Supervisors of the County of Santa Barbara, and other valuable consideration, the receipt and sufficiency of which is acknowledged, regarding the project, and real property more particularly described as parcel 44.45 of Tract 13675, recorded May 24, 1988 in Map Book 153, pages 44-54 in the office of the County Recorder of the County of Santa Barbara; and,

WHEREAS, said approval and agreement require that the property owners benefited from that certain agreement for the acquisition of the emergency access and utilities easement for the real property described above, by and between the County of Santa Barbara and the United States Department of Interior, Bureau of Reclamation, agree to assume the obligations of such agreement, and to indemnify the County and hold it harmless from and against any failure of performance in said agreement; and,

WHEREAS, the undersigned owner(s) of the parcel described above wish to satisfy this condition;

NOW, THEREFORE, the undersigned, for the present owner(s) and the heirs, executors, administrators, successors and assigns of the owner(s), do(es) hereby irrevocably offer and agree as follows:

1. The undersigned, their heirs, executors, administrators, successors and assigns shall, jointly and severally with the owners of the other properties benefited, engineer, design, construct and maintain such improvements as are required under said agreement (for the acquisition of such easement), according to plans approved by the parties to that agreement.

2. The undersigned, their heirs, executors, administrators, successors and assigns shall indemnify and hold harmless the County of Santa Barbara and the United States, their agents and employees, and the Cachuma Operation and Maintenance Board, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death or property damage of any nature caused by any person, firm, or corporation authorized to act on behalf of any owner benefitted or the County with regard to any activity under said easement.

3. The undersigned, their heirs, executors, administrators, successors and assigns shall, jointly and severally with the owners of the other properties benefitted, honor, satisfy and permit no violation or breach of, said agreement, and shall defend, indemnify and hold the County, its officers, agents and employees entirely free and harmless from any claim, loss, liability or expense, including reasonable attorney's fees as may be occasioned by any breach, or claim of breach, or failure of performance in connection with said agreement.

4. This agreement inures to and is for the benefit of the real property described above, the real property in the immediate vicinity of such property, and the County of Santa Barbara and is intended to be a covenant running with said described real property, binding upon the heirs, executors, successors and assigns of the undersigned owner. In the event that this agreement is not enforceable as a covenant running with the land, it shall nevertheless be enforceable as an equitable servitude.

Dated:

Horst Hagemann
HORST HAGEMANN

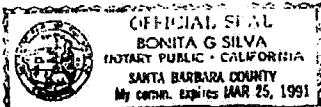
Sina Hagemann
SINA HAGEMANN

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) SS.

On *June 16*, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HORST HAGEMANN and SINA HAGEMANN ~~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 this instrument, and acknowledged to me that he (they) executed it.

Dated: *6/16/89*



Bonita G. Silva
Notary Public



2

89-045846

Rec Fee .00
Total .00

Recording requested by and
when recorded return to:
Public Works Department - Roads
County of Santa Barbara
123 E. Anapamu St.
Santa Barbara, California 93101

Recorded
Official Records
County of
Santa Barbara
Kenneth A Pettit
Recorder
1:00pm 13-Jul-89

HR 2

Project: Reisner Subdivision
Tract 13675
APN: 5 090 02, 18, 19, 20 & 21

Location: Reservoir Ridge Road easement

No fee per Govt. Code Section 6103

Agreement to Assume Easement Agreement

WHEREAS, the undersigned have received approval of a subdivision; a Coastal Development Permit; and an agreement with the United States Department of the Interior, Bureau of Reclamation, for an emergency access and utilities easement (for the benefit of the property described below), from the Board of Supervisors of the County of Santa Barbara, and other valuable consideration, the receipt and sufficiency of which is acknowledged, regarding the project and real property more particularly described as Parcel 5-090-25 of Tract 13675, recorded May 24, 1988 in Map Book 153, pages 44-54 in the office of the County Recorder of the County of Santa Barbara; and,

WHEREAS, said approval and agreement require that the property owners benefited from that certain agreement for the acquisition of the emergency access and utilities easement for the real property described above, by and between the County of Santa Barbara and the United States Department of Interior, Bureau of Reclamation, agree to assume the obligations of such agreement, and to indemnify the County and hold it harmless from and against any failure of performance in said agreement; and,

WHEREAS, the undersigned owner(s) of the parcel described above wish to satisfy this condition;

NOW, THEREFORE, the undersigned, for the present owner(s) and the heirs, executors, administrators, successors and assigns of the owner(s), do(es) hereby irrevocably offer and agree as follows:

1. The undersigned, their heirs, executors, administrators, successors and assigns shall, jointly and severally with the owners of the other properties benefited, engineer, design, construct and maintain such improvements as are required under said agreement (for the acquisition of such easement), according to plans approved by the parties to that agreement.

BB-009315



2. The undersigned, their heirs, executors, administrators, successors and assigns shall indemnify and hold harmless the County of Santa Barbara and the United States, their agents and employees, and the Cachuma Operation and Maintenance Board, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death or property damage of any nature caused by any person, firm, or corporation authorized to act on behalf of any owner benefitted or the County with regard to any activity under said easement.

3. The undersigned, their heirs, executors, administrators, successors and assigns shall, jointly and severally with the owners of the other properties benefitted, honor, satisfy and permit no violation or breach of, said agreement, and shall defend, indemnify and hold the County, its officers, agents and employees entirely free and harmless from any claim, loss, liability or expense, including reasonable attorney's fees as may be occasioned by any breach, or claim of breach, or failure of performance in connection with said agreement.

4. This agreement inures to and is for the benefit of the real property described above, the real property in the immediate vicinity of such property, and the County of Santa Barbara and is intended to be a covenant running with said described real property, binding upon the heirs, executors, successors and assigns of the undersigned owner. In the event that this agreement is not enforceable as a covenant running with the land, it shall nevertheless be enforceable as an equitable servitude.

Dated:


Hans Van Koppen

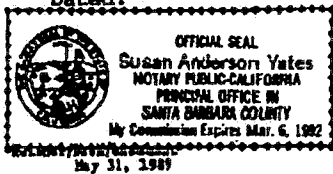

Eileen Van Koppen

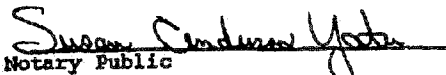
ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } SS.

On June 2, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Hans Van Koppen and Eileen Van Koppen 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 this instrument, and acknowledged to me that he (they) executed it.

Dated:




Notary Public

2

MARVIN LEVINE
ACTING COUNTY COUNSEL

BY 

BB 4/20/85

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

EMERGENCY ROAD ACCESS AND UTILITIES EASEMENT
FOR SANTA BARBARA COUNTY
ORTEGA RESERVOIR
CACHUMA PROJECT, CALIFORNIA

THIS INDENTURE, made this 23rd day of June 1989, in accordance with the Act of Congress approved June 17, 1902 (32 Stat. 388), and all other amendatory or supplementary acts, by and between THE UNITED STATES OF AMERICA, acting by and through its Department of the Interior, Bureau of Reclamation (United States), represented by the officer executing this instrument on its behalf, and the County of Santa Barbara (County), a political subdivision of the State of California, represented by its Board of Supervisors.

RECITALS

The United States has constructed the ORTEGA RESERVOIR, a feature of its Cachuma Project; and

The Cachuma Operation and Maintenance Board is operating the reservoir in Santa Barbara County on behalf of the United States; and

The County has requested the United States grant to it an easement for emergency vehicle access over and the placement of utilities within the roadway known as Reservoir Ridge Road adjacent to the Ortega Reservoir.

The United States has no objections to such use of the land and the use is, at this time, not incompatible with the purpose for which the land was acquired and is now being administered.

EASEMENT

Subject to the following terms and conditions, the United States grants without warranty of title to the County, its successors and assigns a perpetual nonexclusive easement for and consents to the County entering upon, constructing, reconstructing, operating and maintaining a roadway for emergency access and utilities over, on, under and across Ortega Reservoir lands as described in the attached legal description marked Exhibit "A" and shown on the attached vicinity map marked Exhibit "B".

1. The easement granted is subject to existing rights-of-way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone, and electric transmission lines, canals, laterals, ditches, flumes, siphons, and pipelines over, on, under and across the land.

2. The County is to pay the United States a right-of-use fee for the easement in the amount of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500).

3. The County is to install and maintain a 16-foot gate across Reservoir Ridge Road at Ortega Reservoir Station 5+35+ and at Station 8+60+. The gates are to be locked at all times with access to County emergency vehicles only.

4. All construction work to be performed shall be accomplished to the satisfaction of the United States by and at the expense of the County and shall be in full accordance with plans by the firm of Condor and Associates of Ventura entitled "Street and Waterline Improvement Plans", Sheets 1 through 8 signed by the County of Santa Barbara Director of Public Works on April 10, 1988. The Plans were approved by the United States and are on file at the Bureau of Reclamation's Sacramento Office.

5. If during the construction authorized by this easement, a situation develops which, in the opinion of the County and/or the United States or of any third party, presents a threat to the safety of property of the United States or of any third party or parties, the County will take immediate action to eliminate the threat. In the event that the County does not immediately provide the necessary protection, the United States reserves the right, after notifying the County, to take such action as may be necessary to eliminate the immediate threat and the County will, upon receipt of an itemized statement, reimburse the United States for all costs.

6. The facilities to be constructed by or for the County shall be maintained in a good and safe condition and to the reasonable satisfaction of the United States by and at the expense of the County, and all construction, reconstruction, alterations, and repairs shall be in accordance with plans previously approved by the United States. The County shall at all times exercise its rights herein in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

7. The waiver of a breach of any of the provisions of the easement shall not be deemed to be a waiver of any other provision or subsequent breach of a provision.

8. If in the event the County breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of the United States giving County written notice thereof, or, if not reasonably capable of being cured within such ninety (90) days, within such other period of time as may be reasonable in the circumstances, the United States may terminate the County's rights under this agreement in addition to and not in limitation of any other remedy of United States at law and in equity, and failure of United States to exercise such rights at any time shall not waive United States right to terminate for any future breach or default.

9. In the event, the County ceases to use the road or utilities for a period of five (5) successive years, this agreement and all County's rights hereunder shall terminate and revert to the United States.

10. No termination of this agreement shall release the County from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release the County from its obligation and liability to remove improvements from the United States property and restore the premises.

11. The County hereby agrees to indemnify and hold harmless the United States, its agents and employees, and the Cachuma Operation and Maintenance Board, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature caused by any person, firm, or corporation authorized to act on behalf of the County with regard to the County's activities under this easement.

12. The grant of easement shall not constitute nor be construed as any surrender or subordination to the County of the jurisdiction or supervision of the United States over the remaining interest of the United States in the land described in this easement contract.

13. The rights and privileges granted in this easement shall benefit and be binding upon the successors and assigns of the County.

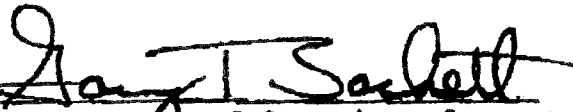
14. The County warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to deduct from this agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15. No member of or delegate to Congress or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise from this contract. This provision shall not be construed to extend to this contract if made with a corporation of its general benefit.

16. There is reserved from the rights granted in this easement, the prior rights of the United States to construct, operate, and maintain public works now or in the future authorized by Congress without liability for severance or other damage to the County's facilities; Provided, however, that if such reserved rights are not identified in at least general terms in this grant and exercised for works authorized by the Congress within 10 years following the date of this grant, they will not be


exercised unless the County, or the County's successor in interest is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the United States will compensate or institute mitigation measures for any resultant damages to facilities placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of the County's facilities to accommodate the exercise of the United States reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the County's facilities to accommodate the United States works, or may provide other adequate mitigation measures for any damage to the County's property or right. The decision to compensate or mitigate is that of the Regional Director, Mid-Pacific Region, U.S. Bureau of Reclamation.

THE UNITED STATES OF AMERICA

By 
Assistant Regional Supervisor of
Water and Power Resources Management
Mid-Pacific Region
Bureau of Reclamation


ACCEPTED:

THE COUNTY OF SANTA BARBARA

By 
Title Chairman, Board of Supervisors

NOTED:

CACHUMA OPERATION AND MAINTENANCE BOARD

By 
Title Manager

Those portions of Tract One, Tract Two and Tract Three of land described in deed of the United States of America recorded in Book 1208, Page 259, of Official Records and those portions of Tract One and Tract Two of Parcel One (Units 174 & 174-1) as said tracts are described in the Declaration of Taking by the United States of America, Civil No. 14550 HW, a certified copy of which was recorded October 14, 1952, in Book 1102 at Page 384, all of the Official Records of the County of Santa Barbara, State of California more particularly described as follows:

Parcel 1 - Access & Utility Easement

Beginning at a point in that Northerly line in the boundary of tract 13675 shown as having a bearing and distance of North $77^{\circ} 06' 04''$ East 122.12 feet as shown on the Map of said Tract as filed in Book 153 Pages 44 through 54 of Maps Santa Barbara County, said point being distance along said line North $77^{\circ} 06' 04''$ East 79.68 feet from the South Westerly terminus of said line; thence along said tract boundary the following seven courses:

1. South $77^{\circ} 06' 04''$ West 79.68 feet; thence,
2. South $22^{\circ} 44' 28''$ West 9.97 feet; thence,
3. South $82^{\circ} 01' 09''$ East 14.09 feet; thence,
4. South $86^{\circ} 05' 12''$ East 30.66 feet; thence,
5. South $86^{\circ} 08' 33''$ East 110.87 feet; thence,
6. South $78^{\circ} 38' 27''$ East 108.47 feet; thence,
7. South $49^{\circ} 51' 51''$ East 29.13 feet; thence, leaving said boundary
8. North $73^{\circ} 53' 22.7''$ West 55.12 feet to the beginning of a curve to the left having a radius of 600.00 feet; thence,
9. Westerly along said curve through a central angle of $20^{\circ} 59' 24''$ and arc distance of 219.81 feet; thence,
10. South $85^{\circ} 07' 14''$ West, 91.64 feet to the beginning of a curve to the left having a radius 205.00 feet; thence,
11. South Westerly along said curve through a central angle of $21^{\circ} 38' 22''$ an arc distance of 102.47 feet; thence,
12. South $56^{\circ} 28' 52''$ West, 27.88 feet to the beginning of a curve to the right having a radius of 170.00 feet; thence,

EXHIBIT "A"

Checked as to Engineering

W. J. [Signature] 10-5-88

13. South Westerly along said curve through a central angle of $31^{\circ} 09' 19''$ an arc length of 92.44 feet; thence,
14. South $87^{\circ} 38' 11''$ West, 461.96 feet to the beginning of a curve to the left having a radius of 80.00 feet; thence,
15. South Westerly along said curve through a central angle of $63^{\circ} 20' 11''$ an arc distance of 88.43 feet; thence,
16. South $24^{\circ} 18' 00''$ West, 20.00 feet to the beginning of a curve to the left having a radius of 130.00 feet; thence,
17. Southerly along said curve through a central angle of $10^{\circ} 31' 08''$ an arc distance of 23.87 feet; thence,
18. South $13^{\circ} 46' 52''$ West, 59.27 feet to the beginning of a curve to the right having a radius of 47.22 feet; thence,
19. South Westerly along said curve through a central angle of $18^{\circ} 01' 40''$ an arc length of 14.86 feet more or less to the Westerly right of way line for Ortega Ridge Road; thence along said Westerly right of way line the following three courses,
20. North $6^{\circ} 31' 56''$ West 89.60 feet; thence,
21. North $22^{\circ} 59' 00''$ East, 88.20 feet; thence
22. North $44^{\circ} 19' 55''$ East 25.34 feet to the beginning of a non tangent curve to the right having a radius of 120.00 feet. A radial to the center of said curve bears South $33^{\circ} 14' 52''$ East; thence,
23. Easterly along said curve through a central angle of $30^{\circ} 53' 03''$ an arc distance of 64.68 feet; thence,
24. North $87^{\circ} 38' 11''$ East, 461.96 feet to the beginning of a curve to the left having a radius of 130.00 feet; thence,
25. North Easterly along said curve through a central angle of $31^{\circ} 09' 19''$ an arc distance of 70.69 feet; thence,
26. North $56^{\circ} 28' 52''$ East, 27.88 feet to the beginning of a curve to the right having a radius of 245.00 feet; thence,
27. Easterly along said curve through a central angle of $28^{\circ} 38' 22''$ an arc distance of 122.46 feet; thence,
28. North $85^{\circ} 07' 14''$ East, 91.64 feet to the beginning of a curve to the right having a radius of 640.00 feet; thence,

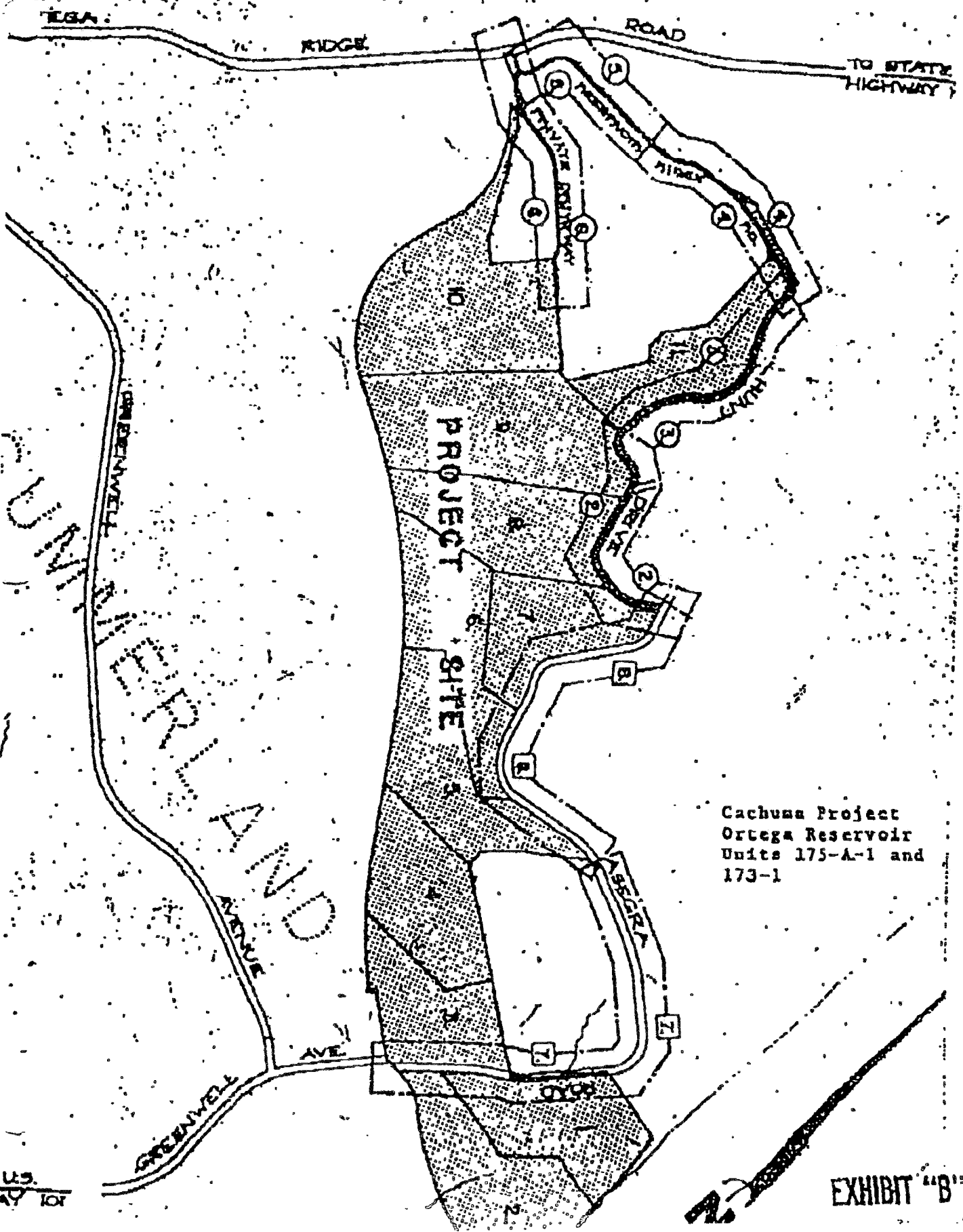
29. Easterly along said curve through a central angle of $6^{\circ} 25' 13''$ an arc distance of 71.72 feet more or less to the point of beginning.

Approximately 0.92 acres

Parcel 2- Slope Construction and Maintenance

Beginning at a point in the line described in Course Number 24 of Parcel 1 above, distance along line North $87^{\circ} 38' 11''$ East 370.00 feet from the Westerly terminus of said line, thence,

1. North $87^{\circ} 38' 11''$ East 56.70 feet; thence,
2. North $79^{\circ} 16' 14''$ West 34.37 feet; thence,
3. South $61^{\circ} 56' 30''$ West 23.24 feet to the point of beginning.



Cachuma Project
 Ortega Reservoir
 Units 175-A-1 and
 173-1

EXHIBIT "B"

155
 101

BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA
CLERK OF THE BOARD OF SUPERVISORS

* * * * *

MINUTE ORDER

September 5, 1989, at 9:00 a.m.

Present: Supervisors Gloria Ochoa, Thomas A. Rogers,
William B. Wallace, Dianne Owens and
Toru Miyoshi; and Kenneth A. Pettit,
Clerk (Cholmondeley)

Supervisor Miyoshi in the Chair

RE: County Counsel - Execute easement encroachment agreement with
RWR Investments, Inc. and Ocean View Estates Homeowners' Association, for
maintenance of Reservoir Road, Ocean View Estates, Tract 13,675,
Summerland area, First District. (89-15,649)

Wallace/Rogers Approved; Chair to execute.

RESOLUTION NO. 478

**RESOLUTION OF THE CACHUMA OPERATION AND MAINTENANCE BOARD
APPROVING AND AUTHORIZING THE EXECUTION OF AN ACCESS LICENSE
FOR THE OCEANVIEW HOME OWNERS ASSOCIATION**

RECITALS

WHEREAS, the Board of Directors of the Cachuma Operation and Maintenance Board (COMB) has examined the proposed license agreement with the Oceanview Homeowners Association for the purpose of granting an access license, and

WHEREAS, there is no objection by the Board to enter into said proposed agreement.

WHEREAS, the United States Bureau of Reclamation has indicated its approval of the access license by its acknowledgement of the agreement, and

WHEREAS, legal counsel for COMB has advised the Board that the proposed license agreement is in proper legal form and that the Board has the authority to enter into and execute said proposed agreement, and

WHEREAS, the Board finds that the granting of the license is categorically exempt under CEQA as a Category 1 license of existing facilities as defined by CEQA Guidelines section 15301, and

NOW, THEREFORE, BE IT RESOLVED:

1. The Recitals set forth above are true and correct.
2. The COMB Board President is hereby authorized and directed to enter into and execute said agreement on behalf of COMB.
3. That as many duplicate counterparts of said agreement shall be executed as there are parties to the agreement.
4. That the proper officers of COMB, together with the General Manager, are hereby authorized and directed to do any and all such acts as may be necessary to carry out the terms of said agreement.
5. An original of the Resolution No. 478 shall be attached to and made a part of the agreement.
6. Pursuant to Section 864 of the Code of Civil Procedure of the State of California, this agreement is deemed authorized as of the date of the adoption of this Resolution.

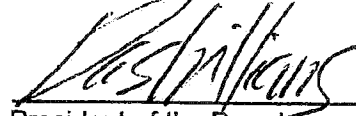
PASSED, APPROVED AND ADOPTED by the Board of Directors of the Cachuma Operation and Maintenance Board, State of California, on the 15th day of December 2008, by the following roll call vote:

AYES: Abel, Lieberknecht, Williams

NAYES: None

ABSENT/ABSTAIN: Loudon, No Director had yet been appointed from Goleta Water District

APPROVED:



President of the Board

ATTEST:



Secretary of the Board

1 subarticle 7 (b), studies conducted by the Contracting Officer, the Contractor, or the
2 Cachuma Member Units, or studies conducted by others, the Contracting Officer may
3 modify the operations of the Project provided such changes are consistent with Federal
4 law, State law, Project Water Rights, and this contract, and do not reduce the Available
5 Supply in any Water Year.

6 COMPLIANCE WITH FEDERAL LAW

7 10. This contract shall be implemented in accordance with all applicable
8 provisions of Federal law.

9 WATER AND AIR POLLUTION CONTROL

10 11. The Contractor, in carrying out this contract, shall comply with all
11 applicable water and air pollution laws and regulations of the United States and the
12 State of California, and shall obtain all required permits or licenses from the appropriate
13 Federal, State, or local authorities.

14 QUALITY OF WATER

15 12. (a) The United States is under no obligation to construct or furnish
16 water treatment facilities to maintain or to better the quality of Project Water furnished
17 to the Cachuma Member Units pursuant to this contract. The United States does not
18 warrant the quality of Project Water made available and delivered to the Cachuma
19 Member Units pursuant to this contract.

20 (b) The operation and maintenance of Project facilities shall be
21 performed in such manner as is practicable to maintain the quality of raw water made

1 Member Unit during any period in which the Cachuma Member Unit is in arrears in the
2 advance payment of its share of revenues due the United States pursuant to this contract.

3 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

4 17. (a) The Contractor shall comply with Title VI of the Civil Rights Act of
5 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as
6 amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other
7 applicable civil rights laws, as well as with their respective implementing regulations and
8 guidelines imposed by the U.S. Department of the Interior and/or Bureau of
9 Reclamation.

10 (b) These statutes require that no person in the United States shall, on
11 the grounds of race, color, national origin, handicap, or age, be excluded from
12 participation in, be denied the benefits of, or be otherwise subjected to discrimination
13 under any program or activity receiving financial assistance from the Bureau of
14 Reclamation. By executing this contract, the Contractor agrees to immediately take any
15 measures necessary to implement this obligation, including permitting officials of the
16 United States to inspect premises, programs, and documents.

17 (c) The Contractor makes this agreement in consideration of and for
18 the purpose of obtaining any and all Federal grants, loans, contracts, property discounts
19 or other Federal financial assistance extended after the date hereof to the Contractor by
20 the Bureau of Reclamation, including installment payments after such date on account of
21 arrangements for Federal financial assistance which were approved before such date.
22 The Contractor recognizes and agrees that such Federal assistance will be extended in
23 reliance on the representations and agreements made in this Article, and that the United
24 States reserves the right to seek judicial enforcement thereof.

25 PRIVACY ACT COMPLIANCE

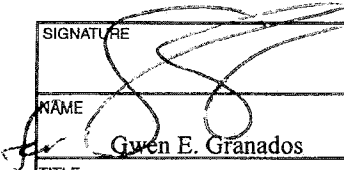
26 18. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C.
27 552a) (the Act) and the Department of the Interior rules and regulations under the Act
28 (43 CFR 2.45 et seq.) in maintaining landholder acreage certification and reporting
29 records, required to be submitted to the Contractor for compliance with Sections 206 and
30 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR
31 426.10.

32 (b) With respect to the application and administration of the criminal
33 penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's
34 employees responsible for maintaining the certification and reporting records referenced
35 in subdivision (a) of this Article are considered to be employees of the Department of
36 the Interior. See 5 U.S.C. 552a(m).

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

Call to whom these presents shall come. Greeting:

In virtue of the authority vested in me by the Archivist of the United States, I certify on his behalf, under the seal of the National Archives of the United States, that the attached reproduction(s) is a true and complete copy of documents in his custody.

SIGNATURE	
	
NAME	DATE
Gwen E. Granados	11/28/2018
TITLE	
Director of Archival Operations	
NAME AND ADDRESS OF DEPOSITORY	
The National Archives at Riverside 23123 Cajalco Road Perris, CA 92570-7298	

NA FORM 14007 (10-86)

National Archives and Records Administration
The National Archives at Riverside

Record Group: 21, Records of District Courts of the United States

Agency or Division: U.S. District Court for the Central District of California

Series: Civil Case Files, 1938-

Folder Title: 14450

Box Number: 433

FILED

JAN 31 1955

EDMOND L. SMITH, Clerk
By *[Signature]*
Deputy Clerk

1 LAUGHLIN E. WATERS
United States Attorney
2 RICHARD A. LAVINE
Assistant U. S. Attorney
3 821 Federal Building
Los Angeles 12, California
4 MADison 5-7411, Ext. 6027

JUDGMENT

DOCKETED AND ENTERED

5 Attorneys for Plaintiff

FEB 2 - 1955

6 EDMOND L. SMITH, Clerk
7 BY *[Signature]*
Deputy Clerk

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
CENTRAL DIVISION

10
11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 vs.

14 6.03 ACRES OF LAND IN THE
15 COUNTY OF SANTA BARBARA,
STATE OF CALIFORNIA, et al.;

16 Defendants.

No. 14,450-C Civil

STIPULATION AND FINAL JUDGMENT

AND DECREE IN CONDEMNATION

(As to Parcel 1, Unit 174 only)

17
18 THIS DAY CAME the plaintiff United States of America,
19 by Laughlin E. Waters, United States Attorney, and Richard A.
20 Lavine, Assistant U. S. Attorney, and the defendants PHILIP CUNNIFF
21 and ETHEL D. CUNNIFF, husband and wife, appearing in proper person,
22 and having stipulated to the entry of this judgment, and it appear-
23 ing that said defendants have waived right of trial by jury, hear-
24 ing upon the issues involved herein, the making, service and filing
25 of findings of fact and conclusions of law, and have expressly
26 agreed that final judgment may be entered pursuant to and in ac-
27 cordance with the terms and provisions of said stipulation; and
28 it further appearing,

29 1. That the defendants Philip Cunniff and Ethel D.

14 5.03 ACRES OF LAND IN THE
15 COUNTY OF SANTA BARBARA,
16 STATE OF CALIFORNIA, et al.;

17 Defendants.

AND DECREE IN CONDEMNATION
(As to Parcel 1, Unit 174 only)

18 THIS DAY CAME the plaintiff United States of America,
19 by Laughlin E. Waters, United States Attorney, and Richard A.
20 Lavine, Assistant U. S. Attorney, and the defendants PHILIP CUNNIFF
21 and ETHEL D. CUNNIFF, husband and wife, appearing in proper person,
22 and having stipulated to the entry of this judgment, and it appear-
23 ing that said defendants have waived right of trial by jury, hear-
24 ing upon the issues involved herein, the making, service and filing
25 of findings of fact and conclusions of law, and have expressly
26 agreed that final judgment may be entered pursuant to and in ac-
27 cordance with the terms and provisions of said stipulation; and
28 it further appearing,

29 1. That the defendants Philip Cunniff and Ethel D.
30 Cunniff were the owners in fee simple of a certain tract or parcel
31 of land lying and being in the County of Santa Barbara, State of
32

RAL:IH
10/28/54

1 California, and described in the declaration of taking and in the
2 complaint in condemnation on file herein, designated as Parcel 1,
3 Unit 174.

4 . 2. That on October 2, 1952, plaintiff filed a declara-
5 tion of taking of said land pursuant to title 40, Section 258(a)
6 U.S.C., and deposited in the registry of this court the estimate
7 of the Solicitor of the Department of the Interior of just compen-
8 sation to be paid for the taking thereof, to wit, the sum of
9 \$2,060.00;

10 3. That on October 14, 1952, a decree was made on the
11 declaration of taking of record in the Official Records of Santa
12 Barbara County in Book 1102, page 384, adjudging that there had
13 vested in the United States of America the following estate for
14 public uses:

15 The full fee simple title thereto, subject however, to
16 existing rights of way in favor of the public or third parties for
17 highways, roads, railroads, telegraph, telephone and electrical
18 transmission lines, and canals, laterals, ditches, flumes, siphons,
19 and pipe lines on, over and across said land.

20 4. That the plaintiff and the defendants have agreed
21 that the sum of \$2,060.00, inclusive of interest, is just compen-
22 sation for the condemnation and taking of said land.

23
24 Upon consideration of the foregoing, the Court being fully
25 advised in the premises,

26 IT IS ADJUDGED, ORDERED AND DECREED:

27 I

28 That the sum of \$2,060.00, inclusive of interest, is just
29 compensation for the condemnation and taking of the land described

9 \$2,060.00;

10 3. That on October 14, 1952, a decree was made on the
11 declaration of taking of record in the Official Records of Santa
12 Barbara County in Book 1102, page 384, adjudging that there had
13 vested in the United States of America the following estate for
14 public uses:

15 The full fee simple title thereto, subject however, to
16 existing rights of way in favor of the public or third parties for
17 highways, roads, railroads, telegraph, telephone and electrical
18 transmission lines, and canals, laterals, ditches, flumes, siphons,
19 and pipe lines on, over and across said land.

20 4. That the plaintiff and the defendants have agreed
21 that the sum of \$2,060.00, inclusive of interest, is just compen-
22 sation for the condemnation and taking of said land.

23
24 Upon consideration of the foregoing, the Court being fully
25 advised in the premises,

26 IT IS ADJUDGED, ORDERED AND DECREED:

27 I

28 That the sum of \$2,060.00, inclusive of interest, is just
29 compensation for the condemnation and taking of the land described
30 in the declaration of taking and complaint in condemnation on file
31 herein, and designated as Parcel 1, Unit 174.

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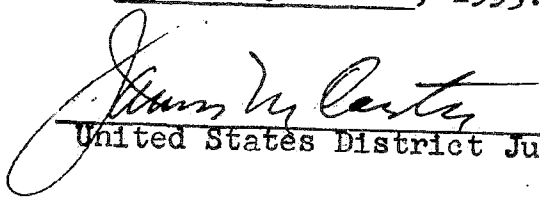
II

That the sum of \$2,060.00 shall be forthwith paid and disbursed to the defendants Philip Cunniff and Ethel D. Cunniff.

III

That this judgment is in final determination of all issues as to this parcel and as to these parties defendant, but jurisdiction is retained to make further orders and decrees if they be necessary.

DATED: The 31 day of January, 1955.


United States District Judge

STIPULATION

The parties signatory hereto voluntarily appear in this action and expressly waive service of process, notice of setting for trial, right of trial or other hearing on all issues, findings of fact, conclusions of law and notice of entry of judgment and stipulate and agree that the sum of \$2,060.00, inclusive of interest, is just compensation for the condemnation and taking of the land described in said declaration of taking and complaint in condemnation, and that the foregoing judgment may be made and entered in final determination of this suit.

DATED: The 28th day of January, 1955.

UNITED STATES OF AMERICA

LAUGHLIN E. WATERS
United States Attorney

RICHARD A. LAVINE
Assistant U. S. Attorney



DATED: The 31 day of January, 1955

John W. Carter
United States District Judge

STIPULATION

The parties signatory hereto voluntarily appear in this action and expressly waive service of process, notice of setting for trial, right of trial or other hearing on all issues, findings of fact, conclusions of law and notice of entry of judgment and stipulate and agree that the sum of \$2,060.00, inclusive of interest, is just compensation for the condemnation and taking of the land described in said declaration of taking and complaint in condemnation, and that the foregoing judgment may be made and entered in final determination of this suit.

DATED: The 28th day of January, 1955.

UNITED STATES OF AMERICA

LAUGHLIN E. WATERS
United States Attorney

RICHARD A. LAVINE
Assistant U. S. Attorney

By *Richard A. Lavine*
Attorneys for Plaintiff

Philip Cunniff
Philip Cunniff

Ethel D. Cunniff
Ethel D. Cunniff