S.B.C.A.P.N.: 117-020-058 & -060

117-160-042, -044, & -048

RIGHT-OF-WAY AGREEMENT

This Agreement is entered into between the County of Santa Barbara Flood Control and Water Conservation District, a dependent special district of the County of Santa Barbara, (herein the "COUNTY"), and the Central Coast Water Authority (herein "CCWA") as of the date last written below.

In consideration of the mutual promises herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. With the exception of the Easement Deed referred to in Paragraph 3, below, the Parties have herein set forth the whole of their agreement. The performance of the conditions contained in this Right-of-Way Agreement (herein the "Agreement") constitutes the entire consideration for the conveyance of the Easement, and shall relieve CCWA of all further obligation to pay for the Easement. The location, grade and construction of the proposed public improvements shall be as defined in the above referenced Easement Deed. This Agreement, in conjunction with the Easement Deed, shall supersede all previous agreements and/or contracts, whether written or verbal, which exist or may have existed between the parties hereto.

2. CCWA shall:

A. Pay the sum of \$1,305.00 to County for the property rights described in the above referenced Easement Deed. Said consideration shall be delivered to County prior to delivery of the executed Easement Deed to CCWA.

- B. Pay all expenses incidental to and necessarily incurred for the conveyance of the real property to CCWA, including but not limited to recording fees, title insurance charges, transfer taxes and escrow fees, if any.
- C. Pay to COUNTY up to \$5,600.00 to cover the costs, fees and expenses incurred by the COUNTY in the processing of this conveyance to CCWA. Said payment shall be delivered to County promptly upon CCWA's acceptance of the executed Easement Deed. In no event shall the Easement Deed be recorded prior to said payment.
- 3. COUNTY shall, upon performance of the obligations of CCWA as set forth above, deliver an Easement Deed, covering certain portions of the real property in the County of Santa Barbara known as Assessor Parcel numbers 117-020-058 & -060, 117-160-042, -044, & -048, to CCWA.
- 4. CCWA has completed construction of its facilities within the area described in the Easement Deed. CCWA is authorized to repair, replace, enlarge, maintain, and operate

its facilities subject to the following paragraph and subject to the terms of the Easement Deed.

- 5. As a condition of the exercise of the rights conveyed in the Easement Deed, CCWA shall defend, indemnify, save and hold harmless the County of Santa Barbara, and the Santa Barbara County Flood Control and Water Conservation District, their agents, employees, officers, successors and assigns, from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds arising out of CCWA'S access, installation, construction, reconstruction, operation, maintenance, enlargement, replacement or repair of its pipeline(s) and/or related facilities in the easement area, including but not limited to contamination by harmful, hazardous and/or toxic materials, if any.
- 6. Upon completion by CCWA of any installation, construction, reconstruction, repair, enlargement or replacement of any or all of said facilities, CCWA shall restore as near as possible and consistent with the rights herein set forth, the surface of the ground and vegetation to the original condition and use prior to said installation, construction, reconstruction, repair, enlargement or replacement.
- 7. Each Party has participated in the drafting of this agreement and has been represented by legal counsel. Accordingly, each Party waives any application of Civil Code section 1654 to this agreement.

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN AND IN THE EASEMENT DEED SHALL BE RECOGNIZED.

IN WITNESS WHEREOF, COUNTY and CCWA have executed this Right-of-Way Contract personally or by the respective authorized officers as set forth below to be effective as of the date executed by CCWA.

CENTRAL COAST	WATER	AUTHORITY	("CCWA")
APPROVED:			

By:	-
Name & title of signatory	
Date:	

Coast Water Authority A.P.N.s: 117-020-058, and -060 117-160-042, -044, -048 Agent: J. Jeffery Havlik, SR/WA "COUNTY" Santa Barbara County Flood Control and Water Conservation District Deputy Chair, Board of Directors CHANDRA L. WALLAR, CLERK OF THE BOARD and Ex Officio Clerk of the Board of Date: Directors of the Santa Barbara County Water Agency By: Printed name of Deputy APPROVED AS TO FORM: APPROVED: RAY AROMATORIO, ARM, AIC RISK MANAGER Scott McGolpin **Public Works Director** Accounting APPROVED AS TO FORM: APPROVED AS TO FORM: ROBERT W. GEIS, CPA DENNIS A. MARSHALL **COUNTY COUNSEL** AUDITOR-CONTROLLER

Project:

Sale of Easement to the California Central

RECORDING REQUESTED BY:

COUNTY OF SANTA BARBARA
Public Works Department
Real Property Division
Will Call

No Fee Per Govt. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

TO THE CENTRAL COAST WATER AUTHORITY

Project: Coastal Branch Phase II

The County of Santa Barbara Flood Control and Water Conservation District, a dependant special district of the County of Santa Barbara, hereinafter the "GRANTOR," does hereby grant to the Central Coast Water Authority, a joint powers agency, its successors and assigns, hereinafter called "CCWA," a nonexclusive underground easement and right-of-way for State Water Project purposes over, on, under and across the parcel(s) of land in the County of Santa Barbara, State of California, identified as:

S. B. County Parcel Numbers

Estate

117-020-058, -060, 117-160-042, -044, & -048

Permanent Nonexclusive Pipeline Easement

The parcels which are the subject of this Easement Deed is also known as DWR Parcel number COA-804 (b) in the records of the State of California Department of Water Resources. The specific area of the subject parcels burdened by the easement is described in Exhibit "A", and depicted in Exhibit "B," (hereinafter the "Easement Area") both attached hereto and incorporated herein.

Including the right to:

- 1. Construct, lay, operate, patrol, maintain, and from time to time, at any time reconstruct, modify, alter, enlarge, add to, re-lay, remove, and replace one or more pipelines for transportation of water, with all fixtures, communications, data, or control facilities, and any other devices CCWA may wish to construct or permit to be constructed, as well as incidents and appurtenances used or useful in maintenance and operation of said pipeline, pipelines, and/or devices, and any other State Water Project uses necessary or useful. All devices installed by CCWA shall be for CCWA use only.
- 2. CCWA is further granted the right to discharge water into any and all streams or natural channels traversed by said pipeline or pipelines and the right of ingress to, egress from, and along the easement herein granted, over and across drives and roadways which now exist. CCWA shall not discharge water without the prior written approval of GRANTOR, which approval shall not be unreasonably withheld and shall be granted in a timely fashion.

There is expressly reserved to GRANTOR, its successors or assigns, the right to use and enjoy the parcel(s), provided that no use of the Easement Area shall be made that is inconsistent with the rights herein granted. Inconsistent uses include, but are not limited to:

- (A) The erection or construction of buildings or other structures;
- (B) Construction of roadways, utility crossings, and surface improvements not approved by CCWA, which approval will not be unreasonably withheld and shall be granted in a timely fashion;
- (C) The drilling, exploring and/or operation of mines or wells in or through the upper 300 feet of the subsurface;
- (D) The use of explosives;
- (F) Cross fencing without access gates or the denial of access through gates.
- 3. CCWA shall indemnify, save and hold harmless GRANTOR, and its agents, employees, officers, successors and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds, including but not limited to contamination by harmful, hazardous and/or toxic materials, arising out of CCWA'S access, installation, construction, reconstruction, operation, maintenance, enlargement, replacement or repair of its pipeline(s) and/or related facilities in the Easement Area, except to the extent that CCWA has acquired the right through this Easement Deed to take certain actions or cause damage.
- 4. Upon completion by CCWA of any installation, construction, reconstruction, repair, enlargement or replacement of any or all of its facilities, CCWA shall restore as near as possible and consistent with the rights herein set forth, the surface of the ground and vegetation to the original condition and use prior to said installation, construction, reconstruction, repair, enlargement or replacement.
- 5. This Easement Deed supersedes all previous agreements which exist or may have existed between the parties including but not limited to the <u>Temporary Entry Permits</u> signed by GRANTOR on March 21, 1988, March 6, 1990, August 11, 1992, November 2, 1993 and on September 13, 1994.

117-020-058 & -060, 117-160-042, -044, & -048

IN WITNESS WHEREOF, COUNTY and CCWA have executed this Easement Deed by the respective authorized officers as set forth below, to be effective as of the date executed by the Central Coast Water Authority.

	"GRANTOR" Santa Barbara County Flood Control and Water Conservation District
Deputy	
CHANDRA L. WALLAR, CLERK OF THE BOARD and	Chair, Board of Directors
Ex Officio Clerk of the Board of	Date:
Directors of the Santa Barbara	
County Water Agency	
By:	
	Printed name of Deputy

APPROVED AS TO FORM: DENNIS A. MARSHALL COUNTY COUNSEL

Deputy County Counsel

ACKNOWLEDGMENT

State of California						
County of						
On	, before me,	(Name of Deputy Clerk)	_, a			
subscribed to the within instruin his/her/their authorized cap	is of satisfactory evidument, and acknowled bacity (ies), and that be	ence to be the person(s) whose name(s) is/siged to me that he/she/they executed the sarry his/her/their signature(s) on the instrument person(s) acted, executed the instrument.	me			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.						
Witness my hand and Official	seal.					
CHANDRA L. WALLAR, CLERK OF THE BOARD and Ex Officio Clerk of the Board Directors of the Santa Barbara County Flood Control and Wa Conservation District	of 1					
Signature:		(Seal)				

CERTIFICATE OF ACCEPTANCE Government Code section 27281

This is to certify that the Central Coast Water Authority, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation there of.

In Witness Whereof, I have hereunto set my hand this	day of	, 2011.
Printed name and title		

LEGAL DESCRIPTION

Those portions of Lots 4, 5, 10, and 15 of the Subdivision of Caetano Jose Souza Estate in Subdivision No. 2 of the Rancho Punta del la Laguna, partially within the unincorporated territory of the County of Santa Barbara and partially within the unincorporated territory of the County of San Luis Obispo, State of California, shown on the map recorded in the office of the County Recorder of Santa Barbara County in Book 9, Page 37 of Maps, described as follows:

PARCEL 1

All those portions of the parcel described in the deed recorded in the office of said County Recorder on September 28, 1972, as Instrument No. 38194, in Book 2423, Page 437 of Official Records; and of Tract One described in the deed recorded in the office of said County Recorder on September 28, 1972, as Instrument No. 38193, in Book 2423, Page 432 of Official Records; and of Parcel 3 and Parcel 4 described in the deed recorded in the office of said County Recorder on December 28, 1973, as Instrument No. 48648, in Book 2494, Page 1230 of Official Records; and, the parcel described in the deed recorded in the office of said County Recorder on December 28, 1973, as Instrument No. 48649, in Book 2494 page 1236 of Official Records; and the parcel described in the deed recorded in the office of said County Recorder on May 31, 1962, as Instrument No. 22361, in Book 1931 page 305 of Official Records, lying within a strip of land with the following widths:

- a. 90.00 feet wide, from Point A to Point B, lying 30.00 feet northwesterly and 60.00 feet southeasterly of the following described centerline:
- b. 60.00 feet wide, from Point B to Point C, lying 30.00 feet on each side of the following described centerline:
- c. 80.00 feet wide, from Point C to Point D, lying 40.00 feet on each side of the following described centerline:

Beginning at a point that is located at California Coordinate System of 1927 (CCS27), Zone 5. Coordinates derived from the deed to the State of California recorded in the office of the County Recorder on January 5, 1996 as Instrument No. 96-000720 of Official Records, Position N 538809.26, E 1255673.12, said point herein referred to as Point A; thence,

1st - North 47°23'56" East 149.07 feet to a point at the south terminus of the course in the centerline of Unit A as described in the deed to the State of California recorded in the office of the County Recorder on January 5, 1996 as Instrument No. 96-000720 of Official Records, said course recited as "S. 2°05'19" W., a distance of 4377.81 feet." in said deed, said point herein referred to as Point B, Position N 538910.17, E 1255782.85; thence, along said course,

W.O. 12327.04 12 June 2008 KJW:mem EXHIBIT A

- 2nd North 02°05'19" East 2034.89 feet; thence, leaving said course,
- 3rd North 00°39'24" East 400.13 feet; thence,
- 4th North 02°05'20" East 40.00 feet; thence,
- 5th North 03°31'14" East 400.12 feet to said course recited as "S. 2°05'19" W., a distance of 4377.81 feet." in said deed; thence, along said course and along said centerline described in said deed by the following four courses:
- 6th North 02°05'19" East 1502.91 feet; thence,
- 7th North 04°00'28" West 318.62 feet; thence,
- 8th North 01°54'33" East 188.38 feet; thence,
- 9th North 27°54'41" West 213.00 feet to south terminus of the course in the line of Unit A as described in the deed to the State of California recorded in the office of the County Recorder on August 7, 1996 as Instrument No. 96-047397 of Official Records, said course recited as "S. 2°05'19" W., a distance of 2208.40 feet ..."; thence, along said course and said line by the following four courses:
- 10th North 02°05'19" East 2208.40 feet; thence,
- 11th North 03°16'54" East 720.05 feet; thence.
- 12th North 02°05'19" East 1322.98 feet; thence,
- 13th North 06°52'14" East 300.00 feet; thence, continuing along said line and the northerly prolongation thereof.
- 14th North 02°05'19" East 789.48 feet to a point herein referred to as Point C, Position N 549314.10, E 1256061.28; thence,
- 15th North 07°25'45" East 3227.39 feet to a point in the north line of said Lot 15 of said Subdivision of Caetano Jose Souza Estate in Subdivision No. 2 of the Rancho Punta del la Laguna, said point herein referred to as Point D, Position N 552514.39, E 1256478.58.

EXCEPTING therefrom, all of the land lying outside of the tract and parcels described in the following documents:

The parcel of land described in said Instrument No. 38194, in Book 2423, Page 437 of Official Records,

Tract One as described in said Instrument No. 38193, in Book 2423, Page 432 of Official Records,

Parcel 3 and Parcel 4 as described in said Instrument No. 48648, in Book 2494, Page 1230 of Official Records,

The parcel of land described in said Instrument No. 48649, in Book 2494 page 1236 of Official Records,

The parcel of land described in said Instrument No. 22361, in Book 1931 page 305 of Official Records,

The sidelines of said strip shall be lengthened or shortened as necessary to meet at angle points, begin in the west line of said Lot 4 of said Subdivision of Caetano Jose Souza Estate in Subdivision No. 2 of the Rancho Punta del la Laguna and to terminate in the north line of said Lot 15.

Bearings and distances recited herein are based on the California Coordinate System of 1927 (CCS27), Zone 5. Coordinates derived from the deed to the State of California recorded in the office of the County Recorder on January 5, 1996 as Instrument No. 96-000720 of Official Records.

Affects portions of APN's 117-160-44, 117-160-42, 117-160-48, 117-020-58 and 117-020-60

PARCEL 2

All those portions of Parcel 3 and Parcel 4 described in the deed recorded in the office of said County Recorder on December 28, 1973, as Instrument No. 48648, in Book 2494, Page 1230 of Official Records; and, the parcel described in the deed recorded in the office of said County Recorder on December 28, 1973, as Instrument No. 48649, in Book 2494 page 1236 of Official Records; and the parcel described in the deed recorded in the office of said County Recorder on May 31, 1962, as Instrument No. 22361, in Book 1931 page 305 of Official Records, lying within the following described parcel:

Commencing at the south terminus of the 15th course of Parcel 1 described herein above; thence, along said 15th course, North 07°25'45" East 302.35 feet to the True Point of Beginning; thence, leaving said 15th course,

- 1st North 45°06'38" West 142.21 feet; thence,
- 2nd North 86°17'22" West 28.28 feet; thence,
- 3rd North 03°06'35" East 69.50 feet; thence,
- 4th South 87°18'09" East 39.70 feet; thence,
- 5th South 45°09'57" East 134.42 feet to said 1st course; thence, along said 1st course,
- 6th South 07°25'45" West 75.59 feet to the True Point of Beginning.

<u>EXCEPTING</u> therefrom, all of the land lying outside of the tract and parcels described in the following documents:

Parcel 3 and Parcel 4 as described in said Instrument No. 48648, in Book 2494, Page 1230 of Official Records,

The parcel of land described in said Instrument No. 48649, in Book 2494 page 1236 of Official Records,

W.O. 12327.04 12 June 2008 KJW:mem **EXHIBIT A** The parcel of land described in said Instrument No. 22361, in Book 1931 page 305 of Official Records,

Bearings and distances recited herein are based on the California Coordinate System of 1927 (CCS27), Zone.5. Coordinates derived from the deed to the State of California recorded in the office of the County Recorder on January 5, 1996 as Instrument No. 96-000720 of Official Records.

Affects portion of APN 117-020-58















