

Recording requested by  
and to be returned to:  
County of Santa Barbara  
General Services Department  
Facilities Services Division  
Courthouse Annex  
1100 Anacapa Street  
Santa Barbara, CA 93101  
Attention: Scott Dickinson

THIS IS CERTIFIED TO BE  
A TRUE AND EXACT COPY OF  
THE ORIGINAL DOCUMENT.

CHICAGO TITLE

BY: \_\_\_\_\_

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to  
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
APN: 107-270-003 (Portion)

**EASEMENT DEED**  
**(Permanent Easement)**

Hummel Village II, LLC

, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 107-270-003, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway improvements, and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, 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 with regard to the condition of the

easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: March 29, 2007

"GRANTOR":

By:   
DONALD LYNN SIMONSEN

By:   
JOAN SIMONSEN

ACKNOWLEDGMENT

C.C. 1189

State of California       )  
  )  
County of Santa Barbara )

On JUNE 13, 2007 before me, KATHY L. KIRKLAND, NOTARY PUBLIC,  
personally appeared DONALD LYNN SIMONSEN AND JOHN SIMONSEN,  
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 persons(s) acted, executed the  
instrument.

WITNESS my hand and official seal

Signature Kathy L. Kirkland

(Seal)



Exhibit A

Legal Description

For a

Permanent Easement

That portion of the southeast quarter of the northwest quarter of Section 11, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California as shown on the map recorded in Book 149, of Records of Surveys, at Page 59 in the office of the County Recorder of said County, being more particularly described as follows:

Commencing at the Southwest corner of the parcel as described in Instrument No. 97-007686 of Official Records, said corner bears North 88°19'59" West 9.144 meters from a 5/8" rebar w/plastic cap stamped LS 4597 as shown on said map; Thence

Along the southerly line of said parcel South 88°19'59" East 12.192 meters to a point on the easterly line of a road and utility easement granted to the County of Santa Barbara by Grant Deed recorded as Instrument No. 98-098028 of Official Records of said County and the Point of Beginning; Thence

First, continuing along said southerly parcel line South 88°19'59" East 1.829 meters; Thence

Second, leaving said southerly parcel line North 01°13'06" East 104.204 meters to a point on the northerly line of said parcel; Thence


Third, along said northerly parcel line North 88°38'28" West 1.829 meters to a point on said easterly line of a road and utility easement granted to the County of Santa Barbara; Thence

Fourth, along said easterly line of a road and utility easement granted to the County of Santa Barbara South 01°13'06" West 104.194 meters to the Point of Beginning.

Containing 191 square meters, more or less.

Said described land is shown on Exhibit B attached hereto.

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

  
Edmund R. Villa



11/27/01  
Date:

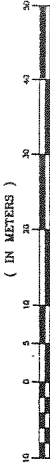
# EXHIBIT B

## LEGEND

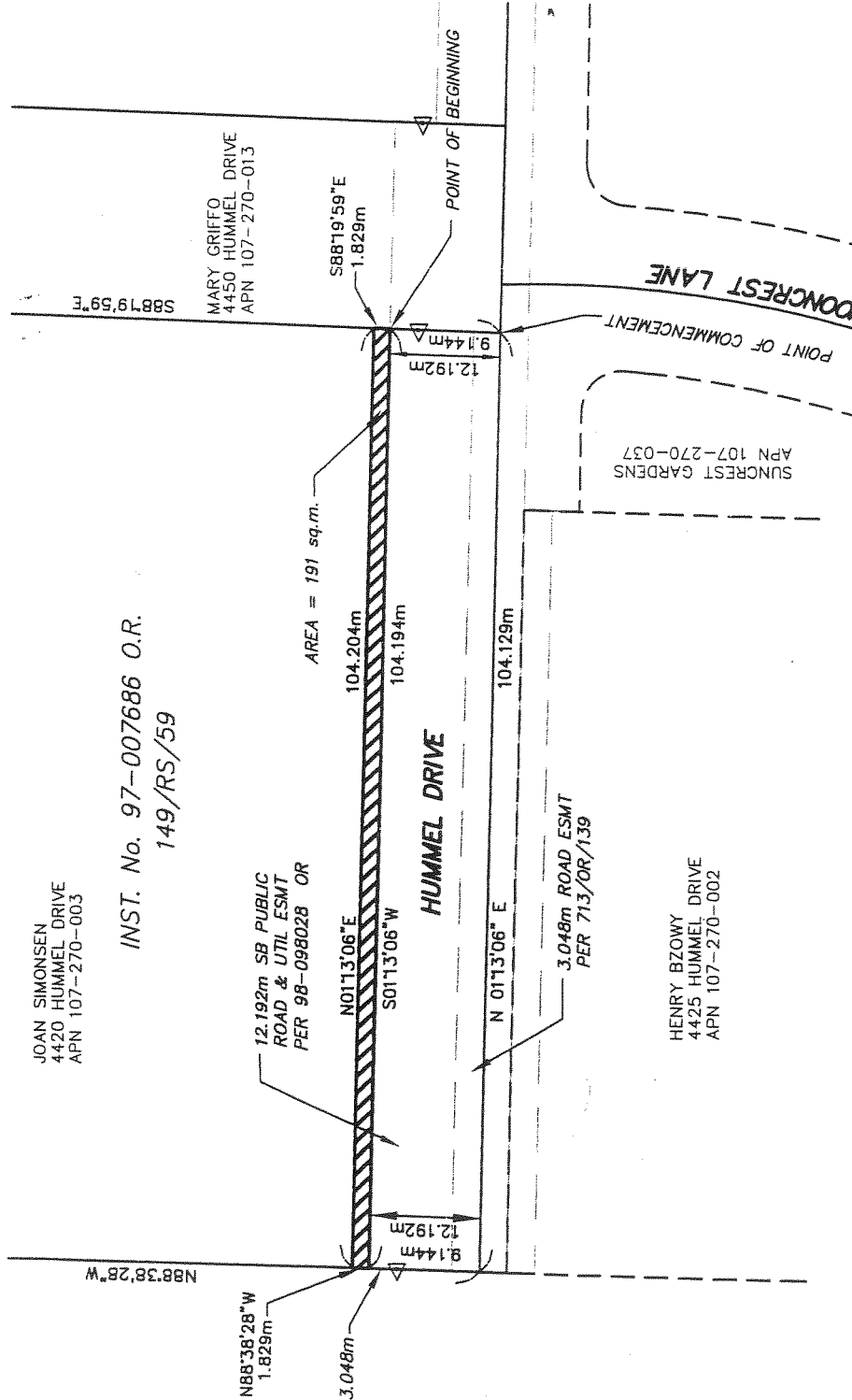
- △ FOUND 5/8" REBAR W/PLASTIC CAP "LS 4597", PER (R1)
- (R1) PER RECORD OF SURVEY BOOK 149, PAGE 59



GRAPHIC SCALE  
( IN METERS )



1 : 500



JOAN SIMONSEN  
4420 HUMMEL DRIVE  
APN 107-270-003

INST. No. 97-007686 O.R.  
149/RS/59

12.192m SB PUBLIC  
ROAD & UTIL ESMT  
PER 98-098028 OR

N01°13'06"E  
S01°13'06"W

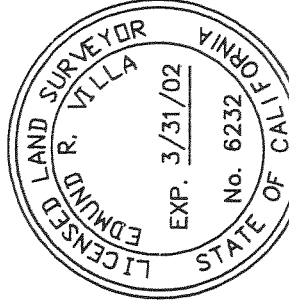
HUMMEL DRIVE

3.048m ROAD ESMT  
PER 713/OR/139

HENRY BZOWY  
4425 HUMMEL DRIVE  
APN 107-270-002

SUNCREST GARDENS  
APN 107-270-037

CONCREST LANE



**PERMANENT EASEMENT**  
  
HUMMEL DRIVE EXTENSION  
PORTION OF APN:107-270-003  
SANTA BARBARA COUNTY, CALIFORNIA  
OCTOBER 2001

*Edmund R. Villa*  
EDMUND R. VILLA  
11/27/01  
DATE

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated March 29, 2007, from DONALD LYNN SIMONSEN and JOAN SIMONSEN, Trustees of the Simonsen Family Trust, dated January 25, 2006, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2008

MICHAEL F. BROWN,  
CLERK OF THE BOARD

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

Recording requested by  
and to be returned to:  
County of Santa Barbara  
General Services Department  
Facilities Services Division  
Courthouse Annex  
1100 Anacapa Street  
Santa Barbara, CA 93101  
Attention: Scott Dickinson

THIS IS CERTIFIED TO BE  
A TRUE AND EXACT COPY OF  
THE ORIGINAL DOCUMENT.

CHICAGO TITLE  
BY: \_\_\_\_\_



**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to  
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
APN: 107-270-012 (Portion)

**EASEMENT DEED**  
**(Permanent Easement)**

HOMESUITES, a limited liability company, owners of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 107-270-012, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway improvements, and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A" and "B" attached hereto and incorporated herein by this reference.


GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, 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 with regard to the condition of the

easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: March 29, 2007

"GRANTOR": HOMESUITES, LLC

By:   
**PRESIDENT**  
Managing Member

By: \_\_\_\_\_  
**SECRETARY**



ACKNOWLEDGMENT

C.C. 1189

State of California       )  
  )  
County of Santa Barbara   )

On JUNE 13, 2007 before me, KATHY L. KIRKLAND, Notary Public,  
personally appeared DONALD LYNN SIMONSEN,  
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 persons(s) acted, executed the  
instrument.

WITNESS my hand and official seal

Signature Kathy L. Kirkland

(Seal)



## Exhibit A

### Legal Description

For a

### Permanent Easement

That portion of the southeast quarter of the northwest quarter of Section 11, Township 9 North, Range 34 West, San Bernardino Meridian, in the County of Santa Barbara, State of California as shown on the map recorded in Book 149, of Records of Surveys, at Page 59 in the office of the County Recorder of said County, being more particularly described as follows:

Commencing at the Northwest corner of the parcel as described in Instrument No. 97-072698 of Official Records, said corner bears North 88°19'59" West 9.144 meters from a 5/8" rebar w/plastic cap stamped LS 4597 as shown on said map; Thence

Along the northerly line of said parcel South 88°19'59" East 7.620 meters to a point on the easterly line of a road easement granted to the County of Santa Barbara by Grant Deed recorded as Instrument No. 2000-0031535 of Official Records of said County and the Point of Beginning; Thence

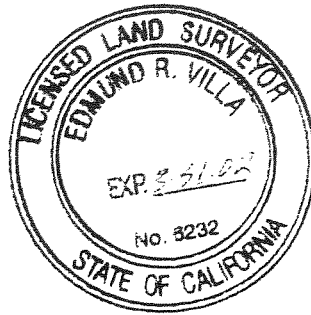
- First, continuing along said northerly parcel line South 88°19'59" East 8.230 meters; Thence
- Second, leaving said northerly parcel line South 01°13'06" West 75.280 meters; Thence
- Third North 88°50'04" West 5.791 meters; Thence
- Fourth South 01°13'06" West 29.032 meters to a point on the southerly line of said parcel; Thence
- Fifth, along said southerly parcel line North 88°19'59" West 2.439 meters to a point on said easterly line of a road easement granted to the County of Santa Barbara; Thence
- Sixth, along said easterly line of a road easement granted to the County of Santa Barbara North 01°13'06" East 104.363 meters to the Point of Beginning.

Containing 691 square meters, more or less.

Said described land is shown on Exhibit B attached hereto.

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

Edmund R. Villa  
Edmund R. Villa



11/27/01  
Date:

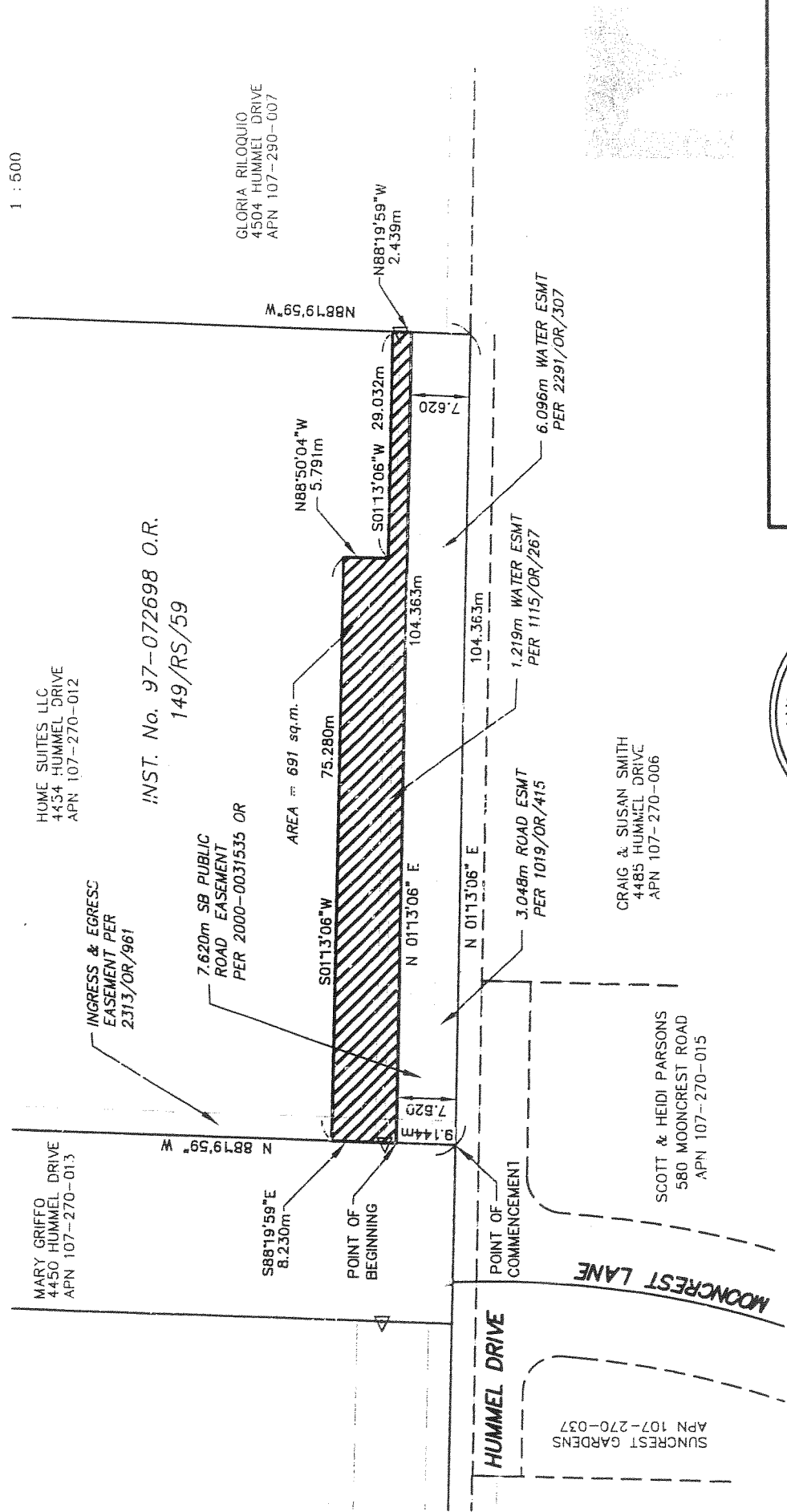
# EXHIBIT B

## LEGEND

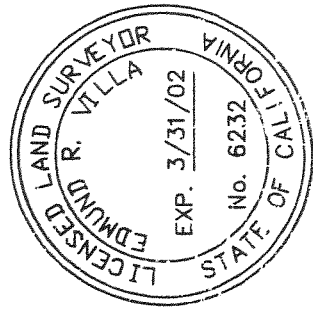
- ▲ FOUND 5/8" REBAR W/PLASTIC CAP "LS 4597", PER (R1)
- (R1) PER RECORD OF SURVEY BOOK 149, PAGE 59



GRAPHIC SCALE



INST. No. 97-072698 O.R.  
149/RS/59



*Edmund R. Villa*  
EDMUND R. VILLA

11/27/01

DATE

**PERMANENT EASEMENT**

HUMMEL DRIVE EXTENSION  
PORTION OF APN:107-270-012  
SANTA BARBARA COUNTY, CALIFORNIA  
OCTOBER 2001

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated March 29, 2007, from HOMESUITES, a limited liability company, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2008

MICHAEL F. BROWN,  
CLERK OF THE BOARD

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

Project: Hummel Drive Extension  
Project No. 420195  
APN: 107-290-006  
Folio No: R010  
Agent: Scott Dickinson

**REAL PROPERTY PURCHASE CONTRACT  
AND ESCROW INSTRUCTIONS  
(Permanent Easement)**

**THIS CONTRACT** is made by and between the COUNTY of SANTA BARBARA, hereinafter referred to as "COUNTY," and TONY LEWOTSKY and PATSY NANN LEWOTSKY, husband and wife, as joint tenants, hereinafter referred to as "OWNER," with reference to the following:

**WHEREAS**, OWNER is the owner of that certain real property in the unincorporated area of the County of Santa Barbara, State of California, located on Hummel Drive and more particularly described as County Assessor's Parcel No. 107-290-006, hereinafter referred to as "Property"; and

**WHEREAS**, COUNTY has designed the plans and specifications for a roadway extension, roadway repair, erosion protection, landscaping and related improvements (hereinafter "County Improvements") on a portion of the Property in connection with the proposed Hummel Drive Extension Project (COUNTY Project Number 420195), hereinafter referred to as "Project"; and

**WHEREAS**, in connection with the Project COUNTY desires to purchase a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by the COUNTY for COUNTY'S operations on a portion of the Property; and

**WHEREAS**, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any improvements within the permanent easement (hereinafter referred to as the "Easement Areas") which may be affected by the Project.

**NOW, THEREFORE**, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. **SALE AND PURCHASE PRICE**: COUNTY hereby agrees to purchase and OWNER hereby agrees to sell to COUNTY a permanent easement for public road purposes which includes all of the County Improvements in, on, over, under, along, and across a portion of Assessor's Parcel No. 107-290-006. The permanent easement is legally described and shown on Exhibit "A" attached hereto and incorporated herein by this reference.

Upon execution of this contract and with exchange of consideration for said use the OWNER hereby grants to COUNTY, its authorized agents, contractors, and employees a temporary Right of Entry and immediate use of the Easement Areas. This Right of Entry includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Easement Areas including the Right of Entry onto the Property to reconnect, remove or relocate OWNER'S improvements and public and private utilities serving the Property which may be necessary because of said Project. The purpose of this temporary Right of Entry is to facilitate the construction of the Project and shall commence on the date construction of the Project actually begins on the Easement Areas.

As consideration for the granting of the Easement Areas, and for the loss, replacement, and moving of any and all improvements, COUNTY shall pay OWNER the total sum of THIRTY FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$35,200.00), which sum shall be OWNER'S sole remedy hereunder. Restoration shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and/or vegetation, natural or cultivated.

The approval of funding and the appropriation by the County Board of Supervisors is an express condition precedent to COUNTY'S duty to purchase. Notwithstanding any other provision in this Contract, COUNTY at COUNTY'S option may extend escrow up to sixty (60) days to permit the funding approval and appropriation by COUNTY. In the event COUNTY should decide to exercise this option COUNTY shall do so in writing with copies to the escrow officer and to the OWNER.

At least one (1) day prior to the close of escrow, COUNTY shall deposit with the Escrow Officer the purchase price together with an amount sufficient to pay for COUNTY'S share of prorations, fees, costs, and expenses to be paid by COUNTY pursuant to this Contract.

2. **CONDITIONS PRECEDENT:** In addition to other conditions included herein, the following are express conditions precedent to COUNTY'S duty to purchase said Property:

COUNTY completion of the requirements of Government Code Section 65402 and the California Environmental Quality Act (CEQA) environmental review process. In the event the CEQA environmental review process and the Government Code Section 65402 compliance are not completed within forty-five (45) days of the opening of escrow, COUNTY shall have the right to extend the escrow period until such completion or the CEQA process doesn't allow the project.

In the event that these conditions precedent are not satisfied, COUNTY may terminate this Contract with no further liability.

3. **ESCROW AND FEES:**

A. Escrow shall be opened at Chicago Title Company, 2222 S. Broadway, Santa Maria, CA 93454, with escrow instructions to be based upon the terms and conditions set forth herein. This Contract shall become a part of the Escrow and shall constitute the basic instructions of

COUNTY and OWNER to the Escrow Officer. However, COUNTY and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. On behalf of the COUNTY, the Director of Public Works Department, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any of said escrow documents, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver this signed Contract to the Escrow Officer within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before sixty (60) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as both: (1) the recordation of the permanent easement deed which shall vest title to the permanent easement in COUNTY;

OWNER shall execute in escrow or deliver to the Escrow Officer no later than twenty (20) days following the opening of escrow, the Permanent Easement Deed and in the form of Attachment "1", attached hereto and incorporated herein by reference.

B. The escrow fees shall be paid as follows:

1. COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Easement Area to COUNTY pursuant to the execution of this Contract. If a policy of title insurance is desired by COUNTY, the premium charged therefore shall be paid by COUNTY. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.

2. OWNER shall pay all escrow fees in the event that this escrow is cancelled by OWNER prior to the conveyance of the Easement Areas to COUNTY, excluding any Owner cancellation based upon a County breach of this purchase contract or any terms herewith by County which caused Owner to cancel.

3. COUNTY shall pay all escrow fees in the event that this escrow is cancelled by COUNTY prior to the conveyance of the Easement Areas to COUNTY.

C. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copies of the deeds, as executed by OWNER, prior to the close of escrow in order to receive "acceptance" by COUNTY'S Board of Supervisors of the subject Easement Areas; and

2. To obtain subordination agreements from any holders of liens against the Property; and

3. To record the executed permanent easement deed with the Santa Barbara County Recorder's Office and deliver the recorded deed to COUNTY upon close of escrow; and



4. To deliver to OWNER at the close of escrow the purchase price as stated in Section 1, herein above.

4. **TITLE AND DEED**: Title is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to OWNER, except:

A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY.

B. Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.

C. Exception Nos. 1 through 12 (inclusive) contained in Preliminary Title Report No. 4210296-DL dated as of February 13, 2006, issued by Chicago Title Company.

OWNER shall hold COUNTY harmless and reimburse COUNTY for any and all of COUNTY'S losses and expenses occasioned by reason of any easements, contracts, leases, or permits encumbering said Property which have not been approved by COUNTY.

The COUNTY shall pay for the cost of a Preliminary Title Report covering said Property. COUNTY shall have the right to review the Preliminary Title Report and approve or disapprove in writing those items disclosed in the Preliminary Title Report prior to the close of escrow. OWNER shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by COUNTY in its discretion. COUNTY may terminate this Contract or request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the satisfaction of the COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

5. **COUNTY OBLIGATIONS**: The COUNTY shall be obligated as follows:

A. To relocate and reconnect any public utilities serving OWNER'S remaining Property if said relocation becomes necessary because of said Project;

B. To repair any damage done to OWNER'S improvements or other property by County during said Project;

6. **COUNTY RIGHTS**: The COUNTY shall have the right to do the following:

A. To remove any improvements and/or plants within the permanent easement area if said removal becomes necessary because of the Project;

B. To trim and cut roots of trees, shrubs, and vegetation within the permanent easement area as may endanger or interfere with the Project.

**7. OWNERS' OBLIGATIONS:**

A. OWNER shall be obligated to remove any and all personal property within the Acquisition Area within thirty days from County's execution of this Contract and prior to the start of construction of the Project.

B. OWNER shall be obligated to clear any and all tenant or lessee interests in the Acquisition Area whether the interest is recorded or unrecorded.

8. **ENVIRONMENTAL SITE ASSESSMENT:** The COUNTY shall have the right to enter the Property to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the Easement Area upon execution of this Contract by both parties. In the event the COUNTY elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of Public Works, or designee, is an express condition precedent to COUNTY'S duty to purchase the Easement Area. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 9, hereinbelow. If the ESA is not completed and approved within forty-five (45) days of the opening of escrow, then COUNTY shall have the right to extend the escrow period until such completion. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended at least sixty (60) days in order for OWNER to resolve the potential liability. In the event that such potential liability is not cured by OWNER within such sixty (60) day period, COUNTY may terminate this Contract with no further liability.

9. **GOOD FAITH DISCLOSURE BY OWNER:** OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Easement Area including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning report; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Easement Area shall be delivered to COUNTY no later than thirty (30) days following COUNTY'S execution of this Contract.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the Easement Area and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys conducted pursuant to COUNTY'S authority, as hereinabove provided, which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable

satisfaction of COUNTY or any governmental body having jurisdiction thereover, then COUNTY may, at its sole option, terminate this Contract. Within ten (10) business days of actual receipt of said disclosure information, COUNTY shall notify OWNER of the conditions it deems unacceptable and the corrections desired and request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction thereover. Failure to so correct shall be grounds for termination of this Contract.

Upon the close of escrow, any and all original documents and/or information relating to the Easement Area, to the extent they exist and are in OWNERS' custody, shall be delivered by OWNER to COUNTY.

10. **TERMINATION**: COUNTY shall have the right to terminate this Contract at any time prior to the close of escrow. OWNER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

11. **WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. **SECURITY INTEREST**: Any and all monies payable under this Contract shall upon demand be made payable to the mortgagees and beneficiaries of any notes secured by mortgages or deeds of trust up to and including the total amount of unpaid principal and interest together with penalty, if any, for payment in full in advance of maturity. Escrow Officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining subordination agreements from any and all creditors holding liens against said Property.

13. **ENTIRE CONTRACT**: Time is of the essence in this Contract. This Contract supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Easement Area and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

14. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Contract to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract. The terms and provisions of this

Contract embody the parties' mutual intent, and this Contract shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

15. **SECTION HEADINGS**: The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.
16. **REAL PROPERTY DOCUMENTS**: Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.
17. **CONDITIONS ARE COVENANTS**: Each of the conditions to the close of escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.
18. **SUCCESSORS AND ASSIGNS**: The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.
19. **CERTIFICATION OF SIGNATORY(IES)**: OWNER represents and warrants that it is the owner of the Property or is authorized by the OWNER of the Property to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.
20. **CONTRACT APPROVAL**: This Contract is subject to the approval of the COUNTY Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.
21. **SURVIVAL OF REPRESENTATIONS**: The representations of each of the parties and their executory covenants shall survive the close of escrow and shall not be merged in the deeds delivered to and accepted by the COUNTY.
22. **EXECUTION IN COUNTERPARTS**: The Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
23. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County of Santa Barbara.

///  
///

Project: Hummel Drive Extension  
Project No. 420195  
APN:  
Folio No: R010  
Agent: Scott Dickinson

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

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


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

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

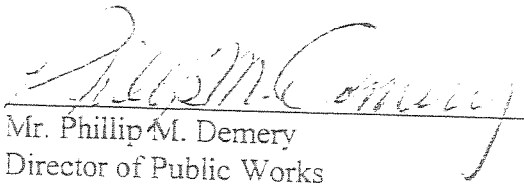
APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

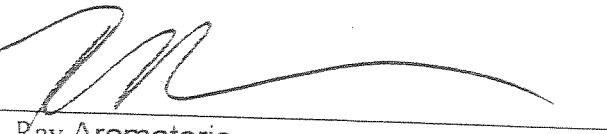
By:   
Deputy

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

APPROVED:

APPROVED AS TO INSURANCE FORM:

  
Mr. Phillip M. Demery  
Director of Public Works

  
Ray Aromatorio  
Risk Program Administrator

Project: Hummel Drive Extension  
Project No. 420195  
APN: 107-290-006  
Folio No: R010  
Agent: Scott Dickinson

**IN WITNESS WHEREOF**, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

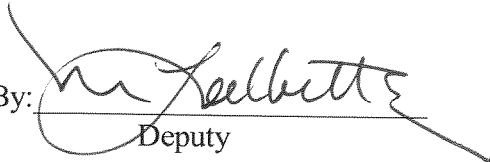
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

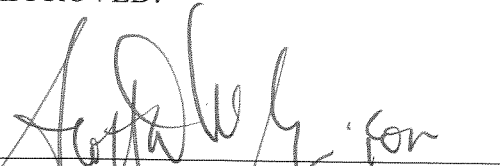
APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER


By:   
Deputy

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

APPROVED:

APPROVED AS TO INSURANCE FORM:

  
Mr. Phillip M. Demery  
Director of Public Works

  
Ray Aromatorio  
Risk Program Administrator

Project: Hummel Drive Extension  
Project No. 420195  
APN: 107-290-006  
Folio No: R010  
Agent: Scott Dickinson

**IN WITNESS WHEREOF**, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

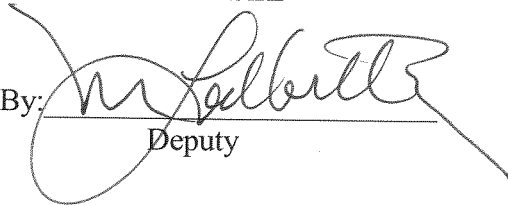
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

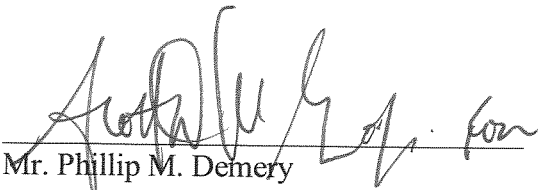
APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER


By:   
Deputy

By: 

APPROVED:

APPROVED AS TO INSURANCE FORM:

  
Mr. Phillip M. Demery  
Director of Public Works

  
Ray Aromatorio  
Risk Program Administrator

(signature page continued)

Project: Hummel Drive Extension

Project No. 420195

APN: 107-290-006

Folio No: R010

Agent: Scott Dickinson

“OWNER” TONY LEWOTSKY and PATSY NANN LEWOTSKY

By: Tony Lewotsky  
TONY LEWOTSKY

By: Patsy Nann Lewotsky  
PATSY NANN LEWOTSKY



LEGAL DESCRIPTION  
Hummel Drive

That portion of a Parcel of Land in the County of Santa Barbara, State of California as shown in Grant Deed record August 17, 1972 as Instrument Number 72-31486 of Official Record, in the Office of the County Recorder in said County, lying easterly of the following described line;

Commencing at the center line of Hummel Drive and shown as a 3/4 Inch Iron Pipe marked LS 3485 in recorded Tract Map Number 13,607 in Book 152, Page 96 of Maps, filed in said Office of the County Recorder;

1. Thence, N 88°20'15" W 3.047 meters to the southeast corner of said Parcel;
2. Thence, N 01°13'06" E 63.618 meters along the east line of said Parcel to the northeast corner of said Parcel One;
3. Thence, N 88°20'15" E 5.565 meters along the north line of said Parcel to the TRUE POINT OF BEGINNING;
4. Thence, S 00°08'32" E 51.179 meters to the beginning of a curve concave northwest having a radius of 4.434 meters;
5. Thence: southwesterly along said curve 7.007 meters through a central angle of 90°32'52" to the north line of a Public Road Easement recorded April 28, 1988 as Instrument Number 88-23267 of Official Record in said Office of the County Recorder and end of said described line.

END

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act the 4th day of May 2006

Edmund R. Villa

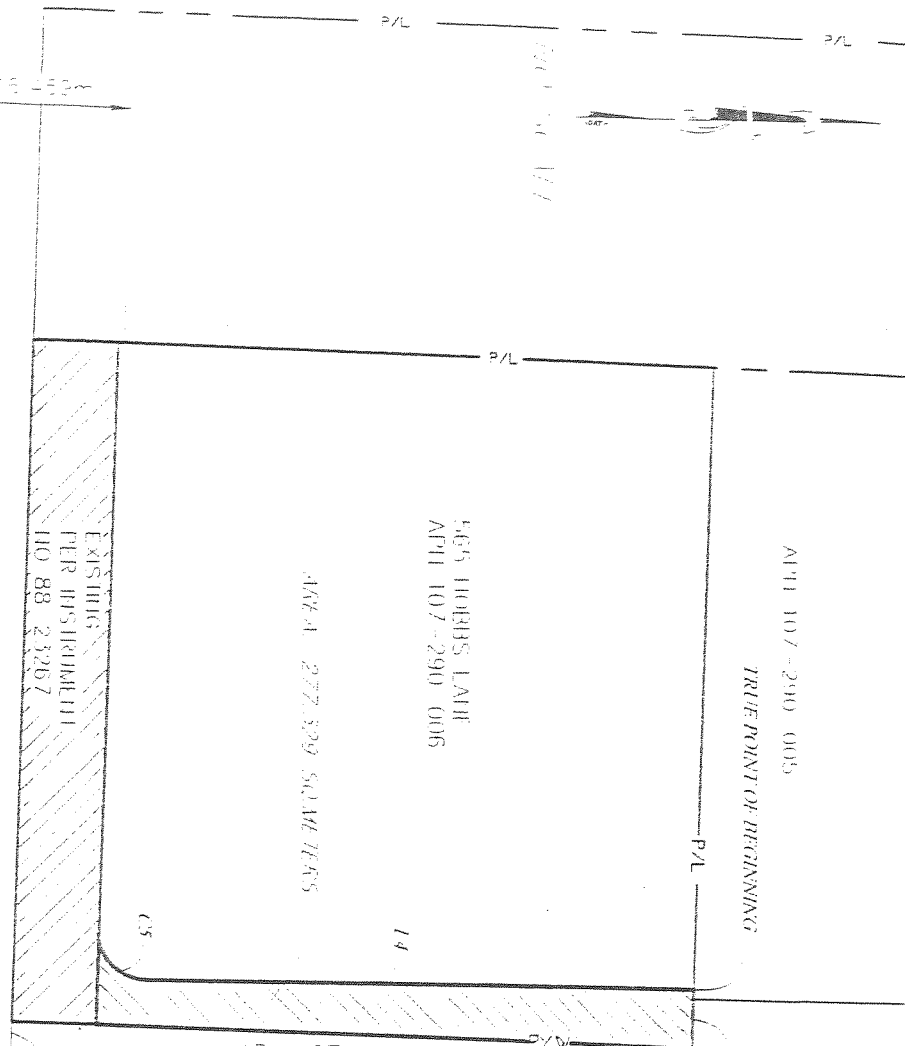
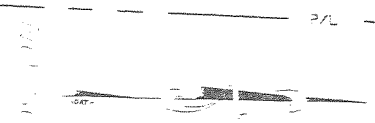
Edmund R. Villa, PLS 6232  
License Expiration Date: 3/31/2008

5/11/06

Exhibit "A"

APN 107-290-005

TRUE POINT OF BEGINNING



3/4" IRON PIPE AND TAG MARKED L.S. 5385,  
 PLR TRACT MAP 10135607,  
 BOOK 152, PAGE 96

LINE TABLE

LINE	LENGTH	BEARING
L1	3.047m	N88°20'15"W
L2	63.618m	N01°13'08"E
L3	5.565m	N88°20'15"W
L4	51.179m	S00°08'37"E

CURVE TABLE

CURVE	LENGTH	Δ	R
C5	7.007m	90°32'52"	1434m

POINT OF COMMENCEMENT

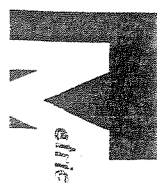
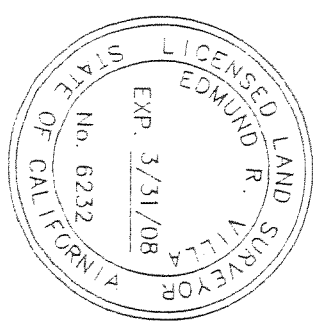


Exhibit "A"

THIS MAP WAS PREPARED BY ME, OR  
 UNDER MY DIRECTION, IN  
 CONFORMANCE WITH PROFESSIONAL  
 LAND SURVEYORS ACT.  
 EDWARD R. VILLA  
 DATE: 3/16/06



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS  
 COUNTY SURVEYOR'S OFFICE

HUMMEL DRIVE EXTENSION  
 EASEMENT  
 APN: 107-290-006  
 SANTA BARBARA COUNTY, CALIFORNIA  
 MARCH 1 2006

Recording requested by  
and to be returned to:  
County of Santa Barbara  
Public Works Department  
620 West Foster Road  
Santa Maria, CA 93455  
Attention: Scott Dickinson

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to  
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
APN: 107-290-006  
Project: Hummel Drive Extension  
Project No.420195  
Folio No: R010

**EASEMENT DEED**  
**(Permanent Easement)**

TONY LEWOTSKY and PATSY NANN LEWOTSKY, husband and wife, as joint tenants, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 107-290-006, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of roadway improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway extension, roadway repair, erosion protection, landscaping and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, 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 with regard to the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: December 22, 2006

"GRANTOR" TONY LEWOTSKY and PATSY NANN LEWOTSKY

By: \_\_\_\_\_  
TONY LEWOTSKY

By: \_\_\_\_\_  
PATSY NANN LEWOTSKY

ACKNOWLEDGMENT

C.C. 1189

State of California        )  
  )  
County of Santa Barbara    )

On \_\_\_\_\_ 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 persons(s) acted, executed the  
instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_

(Seal)

LEGAL DESCRIPTION  
Hummel Drive

That portion of a Parcel of Land in the County of Santa Barbara, State of California as shown in Grant Deed record August 17, 1972 as Instrument Number 72-31486 of Official Record, in the Office of the County Recorder in said County, lying easterly of the following described line:

Commencing at the center line of Hummel Drive and shown as a 3/4 Inch Iron Pipe marked LS 3485 in recorded Tract Map Number 13,607 in Book 152, Page 96 of Maps, filed in said Office of the County Recorder;

1. Thence, N 88°20'15" W 3.047 meters to the southeast corner of said Parcel;
2. Thence, N 01°13'06" E 63.618 meters along the east line of said Parcel to the northeast corner of said Parcel One;
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4. Thence, S 00°08'32" E 51.179 meters to the beginning of a curve concave northwest having a radius of 4.434 meters;
5. Thence: southwesterly along said curve 7.007 meters through a central angle of 90°32'52" to the north line of a Public Road Easement recorded April 28, 1988 as Instrument Number 88-23267 of Official Record in said Office of the County Recorder and end of said described line.

END

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act the 14<sup>th</sup> day of May 2006

Edmund R. Villa

Edmund R. Villa, PLS 6232  
License Expiration Date: 3/31/2008

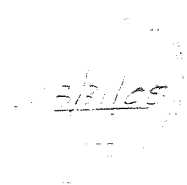


Exhibit "A"

APN 107-290-005

TRUE POINT OF BEGINNING



565 HOBBS LANE  
APN 107-290-006

AREA: 277,329 SQUARE FEET

EXISTING  
PER INSTRUMENT  
NO 88-23267

HOBBS III

MIR HERRERA III

3/4" IRON PIPE AND TAG MARKED T3, 1185,  
PER IRACI MAP 10135607,  
BOOK 152, PAGE 96

APN 107-290-038

POINT OF COMMENCEMENT

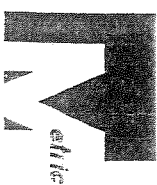
LINE TABLE

LINE	LENGTH	BEARING
L1	3.047m	N88°20'15" W
L2	63.615m	N01°13'06" E
L3	5.565m	N88°20'15" W
L4	51.179m	S00°08'32" E

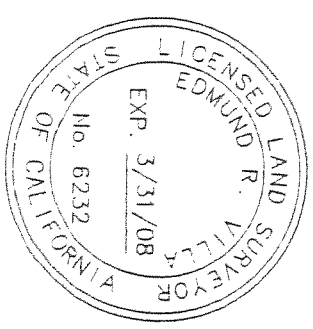
CURVE TABLE

CURVE	LENGTH	Δ	R
C5	7.007m	90°22'52"	1434m

Exhibit "A"



THIS MAP WAS PREPARED BY ME, OR  
UNDER MY DIRECTION, IN  
CONFORMANCE WITH PROFESSIONAL  
LAND SURVEYORS ACT.  
EDMUND R. VILLYA  
DATE: 3/16/06



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS  
COUNTY SURVEYORS' OFFICE

HUMMEL DRIVE EXTENSION  
EASEMENT  
APN: 107-290-006  
SANTA BARBARA COUNTY, CALIFORNIA  
MARCH 2006

S363

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated December 22 2006, TONY LEWOTSKY and PATSY NANN LEWOTSKY, husband and wife, as joint tenants, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2007

MICHAEL F. BROWN,  
CLERK OF THE BOARD and  
Ex Officio Clerk of the Board of  
Supervisors County of  
Santa Barbara

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



Project: Hummel Drive Extension  
Project No. 420195  
APN: 107-290-008  
Folio No: R010  
Agent: Scott Dickinson

**REAL PROPERTY PURCHASE CONTRACT  
AND ESCROW INSTRUCTIONS  
(Permanent Easement)**

**THIS CONTRACT** is made by and between the COUNTY of SANTA BARBARA, hereinafter referred to as "COUNTY," and JOSE LUIS H. PACHECO, a married man as his sole and separate property and ESPERANZA MARY LIMON a married woman as her sole and separate property as tenancy in common, hereinafter referred to as "OWNER," with reference to the following:

**WHEREAS**, OWNER is the owner of that certain real property in the unincorporated area of the County of Santa Barbara, State of California, located on Hummel Drive and more particularly described as County Assessor's Parcel No. 107-290-008, hereinafter referred to as "Property"; and

**WHEREAS**, COUNTY has designed the plans and specifications for a roadway extension, roadway repair, erosion protection, landscaping and related improvements (hereinafter "County Improvements") on a portion of the Property in connection with the proposed Hummel Drive Extension Project (COUNTY Project Number 420195), hereinafter referred to as "Project"; and

**WHEREAS**, in connection with the Project COUNTY desires to purchase a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by the COUNTY for COUNTY'S operations on a portion of the Property; and

**WHEREAS**, COUNTY also recognizes and desires to reimburse OWNER for the loss, replacement, and moving of any improvements within the permanent easement (hereinafter referred to as the "Easement Areas") which may be affected by the Project.

**NOW, THEREFORE**, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. **SALE AND PURCHASE PRICE**: COUNTY hereby agrees to purchase and OWNER hereby agrees to sell to COUNTY a permanent easement for public road purposes which includes all of the County Improvements in, on, over, under, along, and across a portion of Assessor's Parcel No. 107-290-008. The permanent easement is legally described and shown on Exhibit "A" attached hereto and incorporated herein by this reference.

OWNER hereby grants to COUNTY, its authorized agents, contractors, and employees a temporary Right of Entry and immediate use of the Easement Areas upon execution of this Contract. This Right of Entry includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Easement Areas including the Right of Entry onto the Property to reconnect, remove or relocate OWNER'S improvements and public and private utilities serving the Property which may be necessary because of said Project. The purpose of this temporary Right of Entry is to facilitate the construction of the Project and shall commence on the date construction of the Project actually begins on the Easement Areas.

As consideration for the granting of the Easement Areas, and for the loss, replacement, and moving of any and all improvements, COUNTY shall pay OWNER the total sum of THIRTY SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$36,500.00), which sum shall be OWNER'S sole remedy hereunder. Restoration shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and/or vegetation, natural or cultivated.

The approval of funding and the appropriation by the County Board of Supervisors is an express condition precedent to COUNTY'S duty to purchase. Notwithstanding any other provision in this Contract, COUNTY at COUNTY'S option may extend escrow up to sixty (60) days to permit the funding approval and appropriation by COUNTY. In the event COUNTY should decide to exercise this option COUNTY shall do so in writing with copies to the escrow officer and to the OWNER.

At least one (1) day prior to the close of escrow, COUNTY shall deposit with the Escrow Officer the purchase price together with an amount sufficient to pay for COUNTY'S share of prorations, fees, costs, and expenses to be paid by COUNTY pursuant to this Contract.

2. **CONDITIONS PRECEDENT**: In addition to other conditions included herein, the following are express conditions precedent to COUNTY'S duty to purchase said Property:

COUNTY completion of the requirements of Government Code Section 65402 and the California Environmental Quality Act (CEQA) environmental review process. In the event the CEQA environmental review process and the Government Code Section 65402 compliance are not completed within forty-five (45) days of the opening of escrow, COUNTY shall have the right to extend the escrow period until such completion or the CEQA process doesn't allow the project.

In the event that these conditions precedent are not satisfied, COUNTY may terminate this Contract with no further liability.

3. **ESCROW AND FEES**:

A. Escrow shall be opened at Chicago Title Company, 2222 S. Broadway, Santa Maria, CA 93454, with escrow instructions to be based upon the terms and conditions set forth herein. This Contract shall become a part of the Escrow and shall constitute the basic instructions of

COUNTY and OWNER to the Escrow Officer. However, COUNTY and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. On behalf of the COUNTY, the Director of Public Works Department, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any of said escrow documents, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver this signed Contract to the Escrow Officer within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before sixty (60) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as both: (1) the recordation of the permanent easement deed which shall vest title to the permanent easement in COUNTY;

OWNER shall execute in escrow or deliver to the Escrow Officer no later than twenty (20) days following the opening of escrow, the Permanent Easement Deed and in the form of Attachment "1", attached hereto and incorporated herein by reference.

B. The escrow fees shall be paid as follows:

1. COUNTY shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Easement Area to COUNTY pursuant to the execution of this Contract. If a policy of title insurance is desired by COUNTY, the premium charged therefore shall be paid by COUNTY. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.

2. OWNER shall pay all escrow fees in the event that this escrow is canceled by OWNER prior to the conveyance of the Easement Areas to COUNTY.

3. COUNTY shall pay all escrow fees in the event that this escrow is canceled by COUNTY prior to the conveyance of the Easement Areas to COUNTY.

C. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copies of the deeds, as executed by OWNER, prior to the close of escrow in order to receive "acceptance" by COUNTY'S Board of Supervisors of the subject Easement Areas; and

2. To obtain subordination agreements from any holders of liens against the Property; and

3. To record the executed permanent easement deed with the Santa Barbara County Recorder's Office and deliver the recorded deed to COUNTY upon close of escrow; and

4. To deliver to OWNER at the close of escrow the purchase price as stated in Section 1, herein above.

4. **TITLE AND DEED**: Title is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to OWNER, except:

A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY.

B. Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any, approved by COUNTY.

C. Exception Nos. 1 through 12 (inclusive) contained in Preliminary Title Report No. 4210298-DL dated as of February 13, 2006, issued by Chicago Title Company.

OWNER shall hold COUNTY harmless and reimburse COUNTY for any and all of COUNTY'S losses and expenses occasioned by reason of any easements, contracts, leases, or permits encumbering said Property which have not been approved by COUNTY.

The COUNTY shall pay for the cost of a Preliminary Title Report covering said Property. COUNTY shall have the right to review the Preliminary Title Report and approve or disapprove in writing those items disclosed in the Preliminary Title Report prior to the close of escrow. OWNER shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by COUNTY in its discretion. COUNTY may terminate this Contract or request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the satisfaction of the COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

5. **COUNTY OBLIGATIONS**: The COUNTY shall be obligated as follows:

A. To relocate and reconnect any public utilities serving OWNER'S remaining Property if said relocation becomes necessary because of said Project;

B. To repair any damage done to OWNER'S improvements or other property by County during said Project;

6. **COUNTY RIGHTS**: The COUNTY shall have the right to do the following:

A. To remove any improvements and/or plants within the permanent easement area if said removal becomes necessary because of the Project;

B. To trim and cut roots of trees, shrubs, and vegetation within the permanent easement area as may endanger or interfere with the Project.

7. **OWNERS' OBLIGATIONS:**

A. OWNER shall be obligated to remove any and all personal property within the Acquisition Area within thirty days from County's execution of this Contract and prior to the start of construction of the Project.

B. OWNER shall be obligated to clear any and all tenant or lessee interests in the Acquisition Area whether the interest is recorded or unrecorded.

8. **ENVIRONMENTAL SITE ASSESSMENT:** The COUNTY shall have the right to enter the Property to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the Easement Area upon execution of this Contract by both parties. In the event the COUNTY elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of Public Works, or designee, is an express condition precedent to COUNTY'S duty to purchase the Easement Area. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 9, hereinbelow. If the ESA is not completed and approved within forty-five (45) days of the opening of escrow, then COUNTY shall have the right to extend the escrow period until such completion. In the event the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended at least sixty (60) days in order for OWNER to resolve the potential liability. In the event that such potential liability is not cured by OWNER within such sixty (60) day period, COUNTY may terminate this Contract with no further liability.

9. **GOOD FAITH DISCLOSURE BY OWNER:** OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Easement Area including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning report; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Easement Area shall be delivered to COUNTY no later than thirty (30) days following COUNTY'S execution of this Contract.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the Easement Area and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys conducted pursuant to COUNTY'S authority, as hereinabove provided, which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable

satisfaction of COUNTY or any governmental body having jurisdiction thereover, then COUNTY may, at its sole option, terminate this Contract. Within ten (10) business days of actual receipt of said disclosure information, COUNTY shall notify OWNER of the conditions it deems unacceptable and the corrections desired and request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction thereover. Failure to so correct shall be grounds for termination of this Contract.

Upon the close of escrow, any and all original documents and/or information relating to the Easement Area, to the extent they exist and are in OWNERS' custody, shall be delivered by OWNER to COUNTY.

10. **TERMINATION**: COUNTY shall have the right to terminate this Contract at any time prior to the close of escrow. OWNER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

11. **WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. **SECURITY INTEREST**: Any and all monies payable under this Contract shall upon demand be made payable to the mortgagees and beneficiaries of any notes secured by mortgages or deeds of trust up to and including the total amount of unpaid principal and interest together with penalty, if any, for payment in full in advance of maturity. Escrow Officer shall obtain from said mortgagees or beneficiaries good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust. Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Property covered by deeds of trust. OWNER shall cooperate with the Escrow Officer in obtaining subordination agreements from any and all creditors holding liens against said Property.

13. **ENTIRE CONTRACT**: Time is of the essence in this Contract. This Contract supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Easement Area and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

14. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Contract to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract. The terms and provisions of this

Contract embody the parties' mutual intent, and this Contract shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

15. **SECTION HEADINGS**: The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

16. **REAL PROPERTY DOCUMENTS**: Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

17. **CONDITIONS ARE COVENANTS**: Each of the conditions to the close of escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.

18. **SUCCESSORS AND ASSIGNS**: The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

19. **CERTIFICATION OF SIGNATORY(IES)**: OWNER represents and warrants that it is the owner of the Property or is authorized by the OWNER of the Property to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.

20. **CONTRACT APPROVAL**: This Contract is subject to the approval of the COUNTY Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.

21. **SURVIVAL OF REPRESENTATIONS**: The representations of each of the parties and their executory covenants shall survive the close of escrow and shall not be merged in the deeds delivered to and accepted by the COUNTY.

22. **EXECUTION IN COUNTERPARTS**: The Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County of Santa Barbara.

///  
///  
///

Project: Hummel Drive Extension  
Project No. 420195  
APN:  
Folio No: R010  
Agent: Scott Dickinson

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Purchase Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

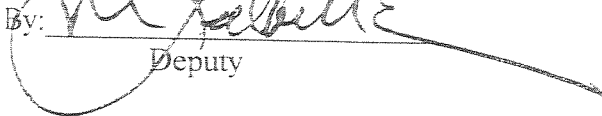
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

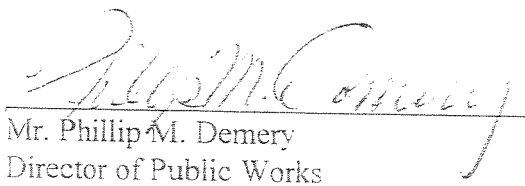
APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER


By:   
Deputy

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

APPROVED:

APPROVED AS TO INSURANCE FORM:

  
Mr. Phillip M. Demery  
Director of Public Works

  
Ray Aromatorio  
Risk Program Administrator



Project: Hummel Drive Extension  
Project No. 420195  
APN: 107-290-008  
Folio No: R010  
Agent: Scott Dickinson

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COUNTY OF SANTA BARBARA

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CLERK OF THE BOARD

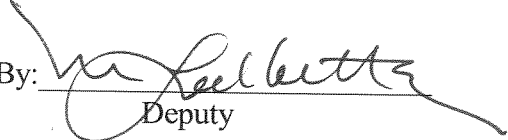
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

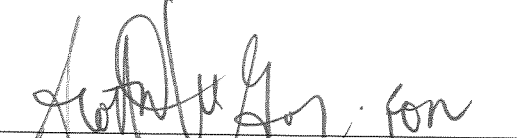
APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER


By:   
Deputy

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

APPROVED:

APPROVED AS TO INSURANCE FORM:

  
Mr. Phillip M. Demery  
Director of Public Works

  
Ray Aromatorio  
Risk Program Administrator

Project: Hummel Drive Extension  
Project No. 420195  
APN: 107-290-008  
Folio No: R010  
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COUNTY OF SANTA BARBARA

ATTEST:  
CLERK OF THE BOARD

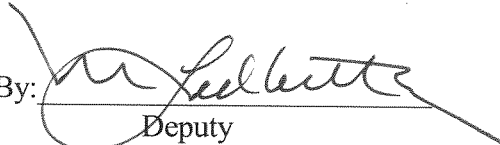
By: \_\_\_\_\_  
Chair, Board of Supervisors

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

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

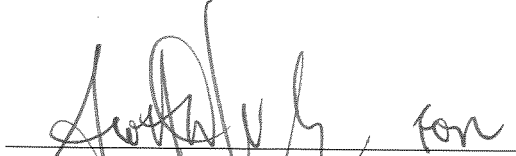
APPROVED AS TO ACCOUNTING:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

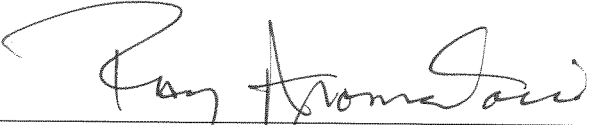
By:   
Deputy

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

APPROVED:

APPROVED AS TO INSURANCE FORM:

  
Mr. Phillip M. Demery  
Director of Public Works

  
Ray Aromatorio  
Risk Program Administrator

(signature page continued)

Project: Hummel Drive Extension

Project No. 420195

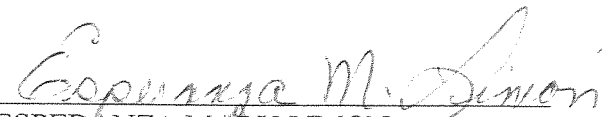
APN: 107-290-008

Folio No: R010

Agent: Scott Dickinson

“OWNER” JOSE LUIS H. PACHECO, a married man as his sole and separate property and  
ESPERANZA MARY LIMON a married woman as her sole and separate property as tenancy in  
common,

By:   
JOSE LUIS H. PACHECO

By:   
ESPERANZA MARY LIMON

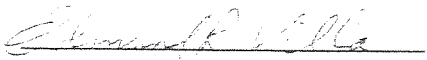
LEGAL DESCRIPTION  
Hummel Drive

That portion of Parcel One in the County of Santa Barbara, State of California as shown in QUITCLAIM DEED record May 11, 2005 as Instrument Number 2005-0043986 of Official Record, in the Office of the County Recorder in said County described as follows:

The West 10.364 meters of said Parcel One

End

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act the 1<sup>st</sup> day of May 2006



Edmund R. Villa, PLS 6232  
License Expiration Date: 3/31/2008

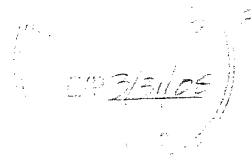
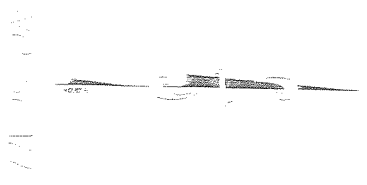
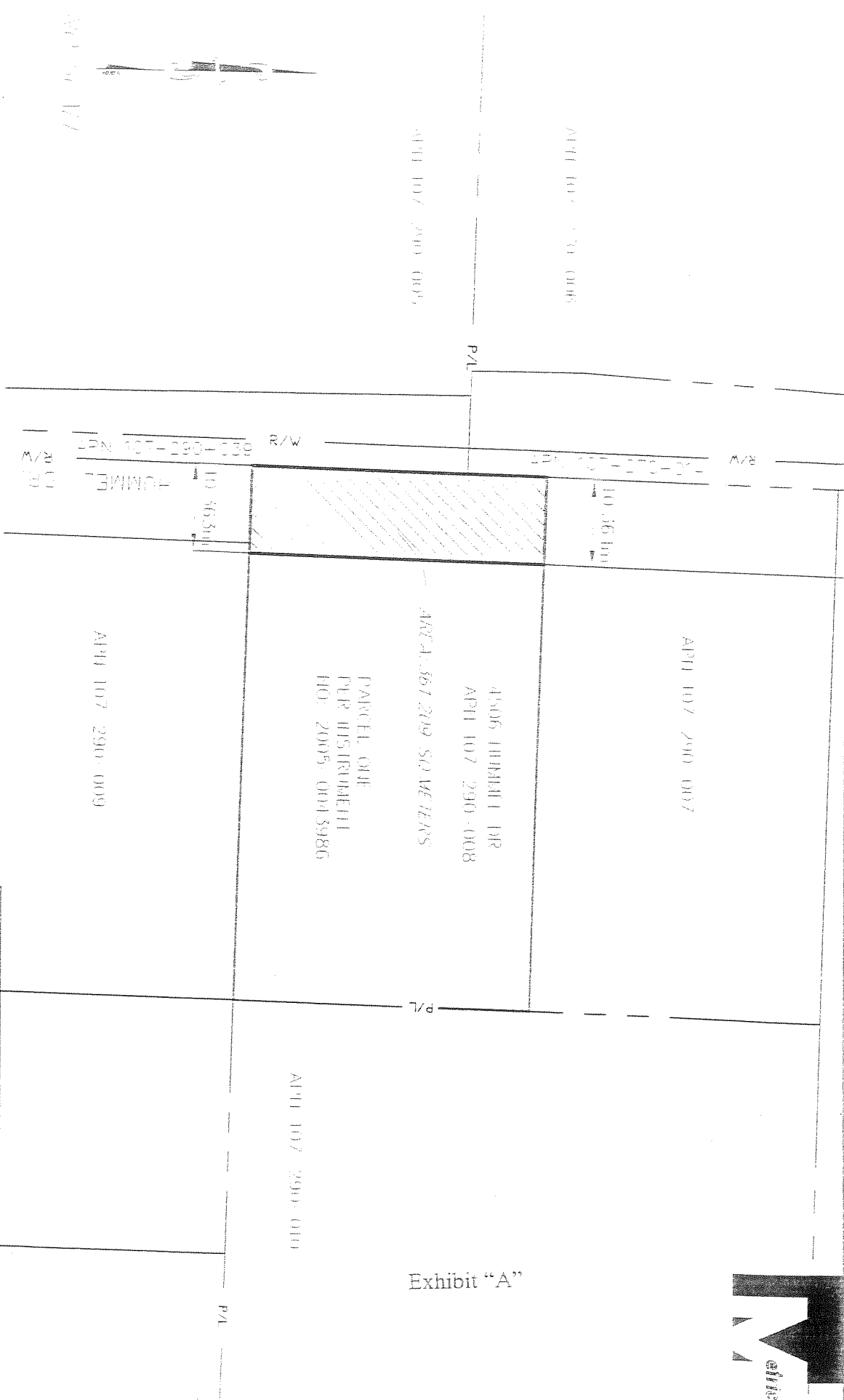


Exhibit "A"

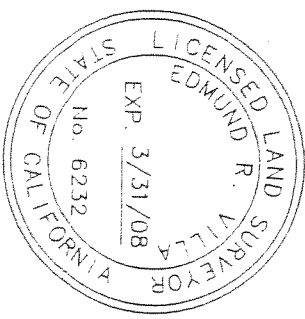


Exhibit "A"



THIS MAP WAS PREPARED BY ME, OR  
 UNDER MY DIRECTION, IN  
 CONFORMANCE WITH PROFESSIONAL  
 LAND SURVEYORS ACT:

Edmund R. Villa  
 EDMUND R. VILLA  
 DATE: March 4, 2006



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS  
 COUNTY SURVEYORS OFFICE

HUMMEL DRIVE EXTENTION  
 EASEMENT  
 APN: 107-290-008  
 SANTA BARBARA COUNTY, CALIFORNIA  
 MARCH 2006

Recording requested by  
and to be returned to:  
County of Santa Barbara  
Public Works Department  
620 West Foster Road  
Santa Maria, CA 93455  
Attention: Scott Dickinson

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to  
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
APN: 107-290-008  
Project: Hummel Drive Extension  
Project No.420195  
Folio No: R010

**EASEMENT DEED**  
**(Permanent Easement)**

JOSE LUIS H. PACHECO, a married man as his sole and separate property and ESPERANZA MARY LIMON a married woman as her sole and separate property as tenancy in common, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 107-290-008, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of roadway improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway extension, roadway repair, erosion protection, landscaping and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, 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 with regard to the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: December 22, 2006

"GRANTOR" JOSE LUIS H. PACHECO and ESPERANZA MARY LIMON

By: \_\_\_\_\_  
JOSE LUIS H. PACHECO

By: \_\_\_\_\_  
ESPERANZA MARY LIMON

ACKNOWLEDGMENT

C.C. 1189

State of California        )  
  )  
County of Santa Barbara    )

On \_\_\_\_\_ 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 persons(s) acted, executed the  
instrument.

WITNESS my hand and official seal

Signature \_\_\_\_\_

(Seal)



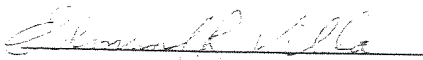
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Hummel Drive

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The West 10.364 meters of said Parcel One

End

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act the 11<sup>th</sup> day of May 2006



Edmund R. Villa, PLS 6232  
License Expiration Date: 3/31/2008

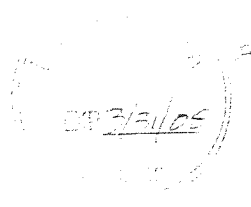


Exhibit "A"



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated December 22, 2006, JOSE LUIS H. PACHECO, a married man as his sole and separate property and ESPERANZA MARY LIMON a married woman as her sole and separate property as tenancy in common, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2007

MICHAEL F. BROWN,  
CLERK OF THE BOARD and  
Ex Officio Clerk of the Board of  
Supervisors County of  
Santa Barbara

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