

Project: Mesa Intersection
Folio: 003628
APN: 129-040-007
Agent: RC

**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 MARISOL GARICA SANDOVAL, AN UNMARRIED WOMAN AND ROBERTO GARICA SANDOVAL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, 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 at the intersection of Santa Maria Mesa Road and Foxen Canyon Road and more particularly described as County Assessor's Parcel No. 129-040-007, hereinafter referred to as "Property"; and

WHEREAS, COUNTY has designed the plans and specifications for roadway improvements, repair, erosion protection, and related improvements (hereinafter "County Improvements") on a portion of the Property in connection with the proposed Foxen Canyon at Santa Maria Mesa Intersection Project, hereinafter referred to as "Project"; and

WHEREAS, in connection with the Project, COUNTY desires to purchase a permanent easement for the present and future roadway construction, reconstruction, operation, repair, and maintenance of improvements required by the COUNTY for public roadway purposes 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 Area") 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. 129-040-007. The Easement Area shall be legally described and shown on Exhibits "A" and "B" attached to the Easement Deed (Permanent Easement) which is attached hereto and incorporated herein.

OWNER hereby grants to COUNTY, its authorized agents, contractors, and employees a temporary Right of Entry and immediate use of the Easement Area 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 Area 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 Area.

As consideration for the granting of the Easement Area, and for the loss, replacement, and moving of any and all improvements, COUNTY shall pay OWNER the total sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00), 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 and approval 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.

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 the General Services 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 fully-executed Contract, the OWNER-executed Easement Deed (Permanent Easement) to the Escrow Officer within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before ninety (90) 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: (1) the recordation of the Easement Deed (Permanent Easement) which shall vest title to the permanent easement in COUNTY;

OWNER shall execute the Easement Deed (Permanent Easement) concurrently with the OWNER'S execution of this Contract.

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 Area 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 Area 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. Exceptions 1 through 9 inclusive contained in a Preliminary Title Report No. 09-77501426-AM, 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; and

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; and

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 Easement 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 Easement 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 General Services, 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, herein below. 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 there over, 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 there over. 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.

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Project: Mesa Intersection

APN: 129-040-007

Agent: RC

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:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

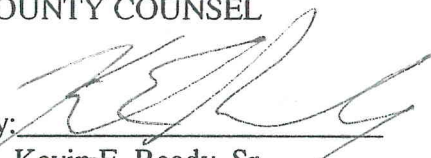
By: _____
Deputy

Date: _____

APPROVED:

By: 
Scott McGolpin, Director
Public Works Department


APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

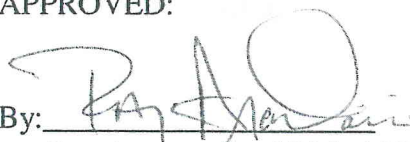
APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

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

By: 
Deputy

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Program Administrator

(signature page continued)


Project: Mesa Intersection

Folio: 003628

APN: 129-040-007

“OWNER”

MARISOL GARCIA SANDOVAL, an unmarried woman

By: 
Marisol Garcia Sandoval

ROBERTO GARCIA SANDOVAL, a married man as his sole and separate property

By: 
Robert Garcia Sandoval

LEGAL DESCRIPTION

That portion of the southeast quarter of Section 35, Township 10 North, Range 33 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, and being also a portion of the land described in Grant Deed recorded June 3, 2009 as Instrument Number 2009-0031822 in the office of the County Recorder of said County, described as follows:

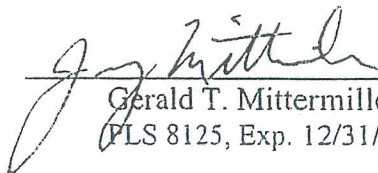
Beginning at the most northerly corner of the land described in said Grant Deed;

1. Thence, S 01°00' E 312.67 feet along the westerly line of the land in said Grant Deed;
2. Thence, leaving said westerly line N 20°17'16" E 181.36 feet;
3. Thence, S 73°09'41" E 72.29 feet to the northeasterly line in said Grant Deed;
4. Thence, N 40°51' W 131.15 feet along said northeasterly line;
5. Thence, N 38°51' W 82.50 feet continuing along said northeasterly line to the point of beginning.

End of Description

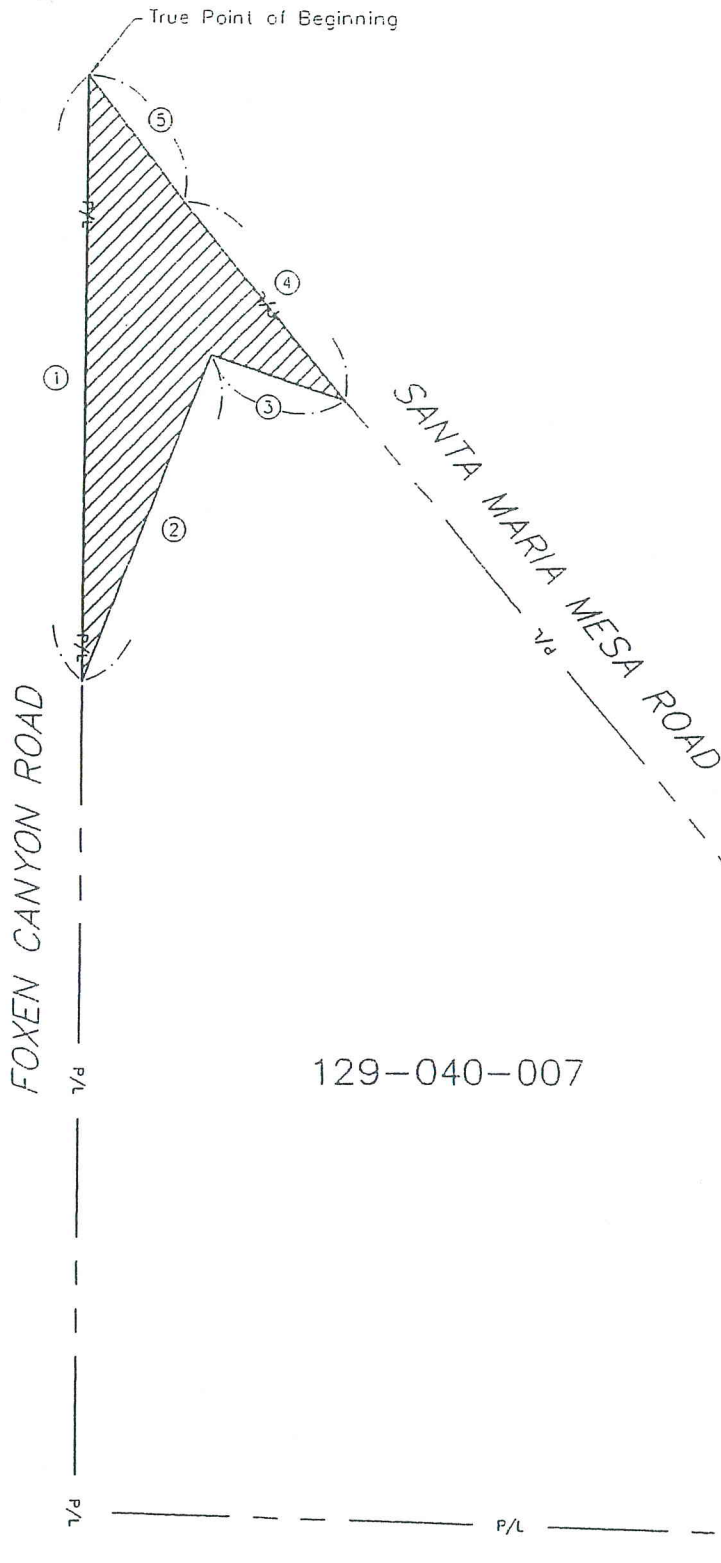
Area = 14,319 sq. ft. more or less

This Legal Description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.


Gerald T. Mittermiller
PLS 8125, Exp. 12/31/10



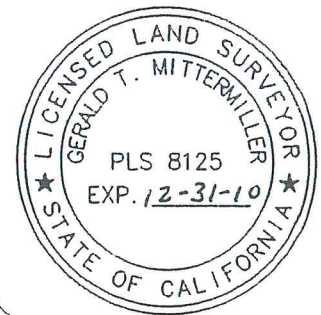
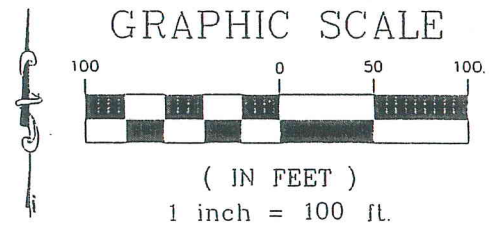
4-29-10
Date



COURSE TABLE

- 1) S 01°00'00" E, 312.67'
- 2) N 20°17'16" E, 181.36'
- 3) S 73°09'41" E, 72.29'
- 4) N 40°51'00" W, 131.15'
- 5) N 38°51'00" W, 82.50'

EASEMENT AREA = 14,319 sq.ft.
0.33 acres



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

Gerald T. Mittermiller
GERALD T. MITTERMILLER

4-29-2010
DATE

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

ROAD EASEMENT
FOXEN CANYON ROAD
PORTION OF APN: 129-040-007
SANTA BARBARA COUNTY, CALIFORNIA
APRIL 2010

EXHIBIT B

5721

