



**BOARD OF SUPERVISORS  
AGENDA LETTER**

**Agenda Number:**

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

**Department Name:** General Services  
**Department No.:** 063  
**For Agenda Of:** August 26, 2008  
**Placement:** Administrative  
**Estimated Tme:**  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

**TO:** Board of Supervisors

**FROM:** Department Bob Nisbet, Director (560-1011)  
Director(s) General Services Department  
Contact Info: Paddy Langlands, Assistant Director (568-3096)  
Support Services Division

**SUBJECT:** Trigo Road Sidewalk Improvement Project, Isla Vista (RDA Project No. "RDASTR")  
Third Supervisorial District

**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

Authorize the Chair of the Board of Supervisors to:

- a) Approve the attached Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) guidelines; and
- b) Approve and execute the attached original and duplicate original Permanent Easement Purchase Contract with Thomas M. Oxford, as Trustee of the Oxford Family Trust, for a sidewalk and roadway easement over 6511 Trigo Road, Isla Vista (APN 075-173-009) in the amount of \$2,500.00; and
- c) Accept a copy of the attached Easement Deed by authorizing the Clerk of the Board to execute the original Certificate of Acceptance for a sidewalk and roadway easement over 6511 Trigo Road, Isla Vista (APN 075-173-009); and
- d) Approve and execute the attached original and duplicate original Permanent Easement Purchase Contract with P & N Properties, LLC for a sidewalk and roadway easement over 6515 Trigo Road, Isla Vista (APN 075-173-008) in the amount of \$2,500.00; and

Subject: Trigo Road Sidewalk Improvement Project, Isla Vista (RDA Project No. "RDASTR")  
Third Supervisorial District  
Agenda Date: August 26, 2008  
Page: 2

- e) Accept a copy of the attached Easement Deed by authorizing the Clerk of the Board to execute the original Certificate of Acceptance for a sidewalk and roadway easement over 6515 Trigo Road, Isla Vista (APN 075-173-008).

**Summary Text:**

Trigo Road currently has sidewalk improvements located along the south side of the street between El Embarcadero Del Norte and the UCSB campus, except for a gap over two properties at 6511 and 6515 Trigo Road where there are no sidewalk improvements. This project would fill that gap in with sidewalk improvements and install a street tree in front of each of the properties. The property owners have executed the attached Permanent Easement Purchase Contracts and Easement Deeds for the purposes of conveying the necessary rights and easements to the County necessary for these improvements.

**Background:**

The Trigo Road Sidewalk Improvement Project consists of redevelopment funding for the construction of approximately 600 square feet of new sidewalks and two tree wells in front of 6511 and 6515 Trigo Road in Isla Vista. This segment will complete the sidewalk path on this block of Trigo Road from Embarcadero Del Norte to the east end at UCSB. The Isla Vista Master Plan and Isla Vista Redevelopment Plan identified transportation and public safety improvements as a high priority.

The County already owns five feet (5') of right-of-way from the face of the existing curb, which would provide for sidewalk improvements only. However, the acquisition of this additional 2.5' of right-of-way will give the County sufficient room to also install the new street trees along the curb in conformity with the Isla Vista Master Plan.

The County is proposing one hundred twenty-five (125) square feet of easement area on each property, approximately two and a half feet (2.5') wide along the entire fifty foot (50') frontage of the property.

On July 9, 2008, the project was found to be in conformity with the County's Comprehensive Plan, including the Goleta Community Plan, in accordance with Government Code Section 65402(a).

On January 22, 2002, the County Board of Supervisors adopted Resolution 02-031 establishing compensation for the Isla Vista Sidewalk Project of twenty dollars (\$20.00) per square foot of easement area conveyed (Clerk of the Board File No. 02-00103). The property owners are being compensated in the amount of \$20.00 per square foot of easement area conveyed. Payment to the property owners will be made within thirty (30) days of recordation of the permanent easements by the County.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

Subject: Trigo Road Sidewalk Improvement Project, Isla Vista (RDA Project No. "RDASTR")  
 Third Supervisorial District  
 Agenda Date: August 26, 2008  
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**Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal			
Fees			
Other: RDA	\$ 5,000.00		\$ 5,000.00
Total	\$ 5,000.00	\$ -	\$ 5,000.00

Narrative: The purchase price for these easements totals \$5,000. The project is funded 100% by the Redevelopment Agency.

**Staffing Impacts:**

**Legal Positions:**

N/A

**FTEs:**

N/A

**Special Instructions:**

After Board action, distribute as follows:

- |   |                                       |
|---|---------------------------------------|
| 1. Original Contracts   | Real Estate Svcs, Attn: Harrison Heyl |
| 2. Copies of Contracts  | Clerk of the Board Files              |
| 3. Copies of Contracts  | RDA, Attn: Jeff Lindgren              |
| 4. Copy of Deeds with <u>original</u> Certificate of Acceptance | Real Estate Svcs, Attn: Harrison Heyl |
| 5. Copy of Deeds with <u>copy</u> of Certificate of Acceptance  | Clerk of the Board Files              |
| 6. Minute Order   | RDA, Attn: Jeff Lindgren              |
| 7. Minute Order   | Real Estate Svcs, Attn: Harrison Heyl |

The Office of Real Estate Services will deliver copies of the Contracts to each of the property owners, and will keep the original contract in its files. Real Estate Services will deliver the original Easement Deeds to the County Recorder's office for recordation. Once the Easement Deeds have been recorded, Real Estate Services will return recorded copies of the Easement Deeds to the Clerk of the Board and property owners.

**Attachments:**

- Notice of Exemption
- Purchase Contracts
- Easement Deeds

**Authored by:**

Harrison Heyl, Office of Real Estate Services, General Services Department: 568-3072

**cc:**

Jeff Lindgren, RDA  
 Norint Keen, Public Works

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: General Services Department – Support Services Division

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

APN(s): 075-173-008 and 075-173-009

PROJECT #: RDASTR

LOCATION: 6511 and 6515 Trigo Road, Isla Vista, Third Supervisorial District.

PROJECT TITLE: Trigo Road Sidewalk Improvement Project

**PROJECT DESCRIPTION:**

Trigo Road currently has sidewalk improvements located along the south side of the street between El Embarcadero Del Norte and the UCSB campus, except for the gap between two properties at 6511 and 6515 Trigo Road where there is no existing sidewalk. This project provides in-fill within existing sidewalks and provides ADA compliance. The County will also install the two new street trees along the curb in conformity with the Isla Vista Master Plan.

**EXEMPT STATUS:(Check One)**

- Ministerial
- Statutory
- Categorical Exemption
- Emergency Project

Cite specific CEQA Guideline Section 15301(c) Existing Facilities – "...consists of the operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing, including but not limited to:...(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), except where the activity will involve removal of a scenic resource including a stand of trees, a rock outcropping, or an historic building.

**Reasons to support exemption findings:** The project is repair of existing County maintained transportation infrastructure as has been determined to be exempt by Planning and Development under Article II, Appendix C Section II A Roads: *"no permit is required for repair of existing public roads, and other comparable developments...."*

  
Department/Division Representative

8.11.08  
Date

**NOTE:** A copy must be posted at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statue of limitations on legal challenges.

\_\_\_\_\_  
DATE FILE OF COUNTY CLERK

**PERMANENT EASEMENT PURCHASE CONTRACT**  
**(Hereinafter the "Contract")**

**Trigo Road Sidewalk Project**

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THOMAS M. OXFORD, AS TRUSTEE OF THE OXFORD FAMILY TRUST, hereinafter referred to as "OWNERS", do hereby agree as follows:

1. COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for sidewalk and roadway purposes in, on, over, under, along, and across a portion of the real property commonly known as 6511 Trigo Road, Isla Vista, California, and more particularly described as Assessor's Parcel Number 075-173-009 (hereinafter the "Property").

The Permanent Easement consists of approximately one hundred twenty-five (125) square feet and is more particularly described in the Easement Deed to be executed concurrently with this Contract by OWNERS (hereinafter the "Easement Deed").

OWNERS hereby grant to COUNTY, its authorized agents and contractors, officers and employees, immediate use of the Permanent Easement, together with a temporary right of entry (the "Temporary Right of Entry") to enter upon and move workers, equipment, and materials over, within and upon the Property.

The Temporary Right of Entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalk, roadway and related public improvements, for conforming such public improvements to OWNERS' private improvements, for relocating public utilities as necessary, and for such other purposes as may be incidental to such activities.

2. As consideration for the granting and immediate use of the Permanent Easement and the Temporary Right of Entry, and for the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) within thirty (30) days of recordation of the Easement Deed by COUNTY.

3. The COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY'S entry thereon.

4. By COUNTY'S exercise of this Contract, OWNERS assume no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNERS' negligence.

5. COUNTY agrees to defend, indemnify and hold OWNERS harmless from any claims or damages resulting from COUNTY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNERS' negligence.

6. COUNTY, its authorized agents, employees and contractors shall replace and/or repair any improvements, destroyed or damaged, as a result of the rights granted under this Contract. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable.

7. COUNTY shall have the right to trim or remove trees, shrubs, and vegetation within the Permanent Easement as may endanger or interfere with the project. If any mature trees outside the Permanent Easement are damaged to the extent that they do not survive, COUNTY shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNERS' sole remedy.

8. The term of this Contract shall expire no later than December 31, 2009. This Contract may be extended upon mutual written agreement between the parties.

9. COUNTY shall have the right to terminate this Contract at any time prior to COUNTY'S recordation of the Easement Deed. OWNERS shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

10. 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.

11. 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 Permanent Easement 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.

12. The parties agree that each party and its respective counsel have reviewed and approved this Contract and the Easement Deed 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.

13. Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

14. The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

15. OWNERS represent and warrant that they are, collectively, the sole owners of the Property, or are authorized by the OWNERS to execute this Contract and the subject Easement Deed on behalf of the OWNERS, and that no additional signatures are required to carry out the duties contemplated herein. OWNERS have communicated the contents, rights and duties of this Contract to all parties having an interest in the Property.

16. 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.

17. This 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.

[Balance of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, COUNTY and OWNERS have executed this Permanent Easement Purchase Contract 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: \_\_\_\_\_  
Salud Carbajal, Chair  
Board of Supervisors

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

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


APPROVED AS TO FORM:  
DANIEL J. WALLACE  
INTERIM COUNTY COUNSEL

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

By:   
Deputy County Counsel

By: 

APPROVED AS TO INSURANCE FORM:

By:   
Ray Aromatorio  
Risk Program Administrator

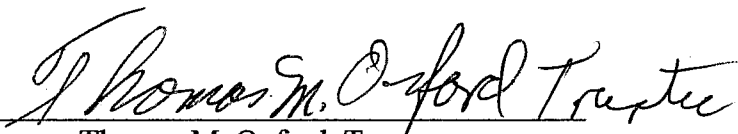


Project: Trigo Road Sidewalk Project  
Property: 6511 Trigo Road, Isla Vista (Assessor Parcel Number 075-173-009)

**SIGNATURE PAGE (CONTINUED)**

OWNERS:

THOMAS M. OXFORD, AS TRUSTEE OF THE OXFORD FAMILY TRUST

By:   
Thomas M. Oxford, Trustee

Recording requested by  
and to be returned to:  
Public Works Department  
Surveyor's Division  
WILL CALL  
Attention: Real Property

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103

Space Above This Line for Recorder's Use  
APN: 075-173-009 (Portion)  
Real Property File # R-319

**EASEMENT DEED**  
**(PERMANENT EASEMENT)**

THOMAS M. OXFORD, AS TRUSTEE OF THE OXFORD FAMILY TRUST, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 6511 Trigo Road, Isla Vista, California, and more particularly described as County Assessor's Parcel No. 075-173-009, collectively 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 and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway and public utility 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 shown on Exhibit "B", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

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.

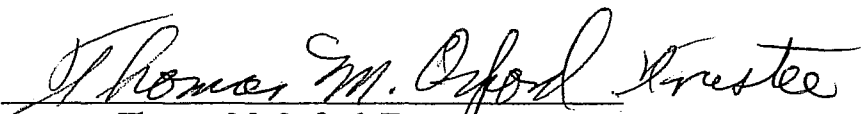
This Easement Deed may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

DATED AS OF: JUNE 1, 2008

“GRANTOR”

THOMAS M. OXFORD, AS TRUSTEE OF THE OXFORD FAMILY TRUST

By:

  
Thomas M. Oxford, Trustee

ACKNOWLEDGMENT

State of California

County of Santa Barbara

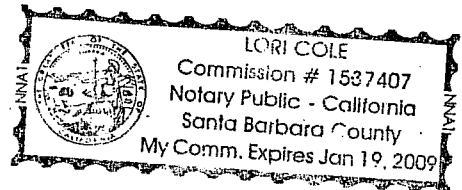
On 7/28/08, before me, Lori Cole, a  
(Name of Notary)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: [Handwritten Signature] (Seal)



**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED (PERMANENT EASEMENT) dated as of June 1, 2008, from THOMAS M. OXFORD

AS TRUSTEE OF THE OXFORD FAMILY TRUST, 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 \_\_\_\_\_, \_\_\_\_\_.

MICHAEL F. BROWN  
CLERK OF THE BOARD

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

APPROVED AS TO FORM:  
DANIEL J. WALLACE  
INTERIM COUNTY COUNSEL

By:   
Deputy County Counsel

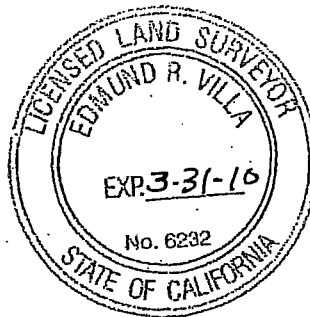
## Legal Description

The northerly 2.50 feet of Lot 19 in Block G of Ocean Terrace Tract in the County of Santa Barbara, State of California, according to the map therefore recorded in Book 15 of Maps at Pages 101, 102 and 103 of Maps in the office of the County Recorder of said County

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

*Edmund R. Villa*

Edmund R. Villa



*June 11, 2008*

Date:

EXHIBIT B

EMBARCADERO  
DEL NORTE

APN:  
075-172-015

APN:  
075-172-013



TRIGO ROAD

NORTHERLY  
2.5'

APN:  
075-173-026

APN:  
075-173-003

APN:  
075-173-035

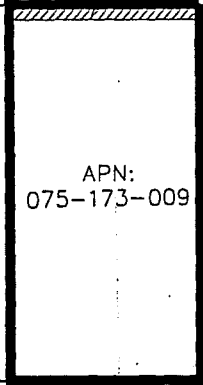
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075-173-030

APN:  
075-173-008

APN:  
075-173-009

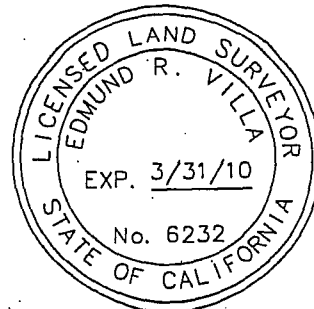
APN:  
075-173-033



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

*Edmund R. Villa*  
EDMUND R. VILLA

*June 17, 2008*  
DATE



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

TRIGO ROAD  
APN: 075-173-009  
SANTA BARBARA COUNTY, CALIFORNIA  
JUNE 2008

R319

**PERMANENT EASEMENT PURCHASE CONTRACT**  
**(Hereinafter the "Contract")**

**Trigo Road Sidewalk Project**

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and P & N PROPERTIES LLC, a California limited liability company, hereinafter referred to as "OWNERS", do hereby agree as follows:

1. COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for sidewalk and roadway purposes in, on, over, under, along, and across a portion of the real property commonly known as 6515 Trigo Road, Isla Vista, California, and more particularly described as Assessor's Parcel Number 075-173-008 (hereinafter the "Property").

The Permanent Easement consists of approximately one hundred twenty-five (125) square feet and is more particularly described in the Easement Deed to be executed concurrently with this Contract by OWNERS (hereinafter the "Easement Deed").

OWNERS hereby grant to COUNTY, its authorized agents and contractors, officers and employees, immediate use of the Permanent Easement, together with a temporary right of entry (the "Temporary Right of Entry") to enter upon and move workers, equipment, and materials over, within and upon the Property.

The Temporary Right of Entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalk, roadway and related public improvements, for conforming such public improvements to OWNERS' private improvements, for relocating public utilities as necessary, and for such other purposes as may be incidental to such activities.

2. As consideration for the granting and immediate use of the Permanent Easement and the Temporary Right of Entry, and for the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) within thirty (30) days of recordation of the Easement Deed by COUNTY.

3. The COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY'S entry thereon.

4. By COUNTY'S exercise of this Contract, OWNERS assume no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNERS' negligence.



5. COUNTY agrees to defend, indemnify and hold OWNERS harmless from any claims or damages resulting from COUNTY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNERS' negligence.

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9. COUNTY shall have the right to terminate this Contract at any time prior to COUNTY'S recordation of the Easement Deed. OWNERS shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

10. 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.

11. 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 Permanent Easement 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.

12. The parties agree that each party and its respective counsel have reviewed and approved this Contract and the Easement Deed 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.

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16. 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.

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[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Permanent Easement Purchase Contract to be effective as of the date executed by the COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

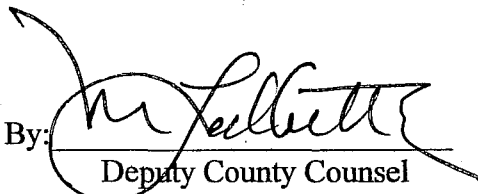
By: \_\_\_\_\_  
Salud Carbajal, Chair  
Board of Supervisors


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

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

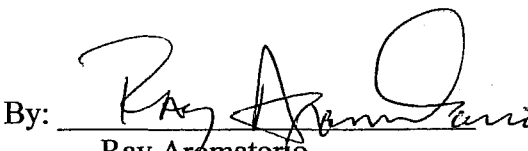
APPROVED AS TO FORM:  
DANIEL J. WALLACE  
INTERIM COUNTY COUNSEL

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

By:   
Deputy County Counsel

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

APPROVED AS TO INSURANCE FORM:

By:   
Ray Aromatorio  
Risk Program Administrator

Project: Trigo Road Sidewalk Project  
Property: 6515 Trigo Road, Isla Vista (Assessor Parcel Number 075-173-008)

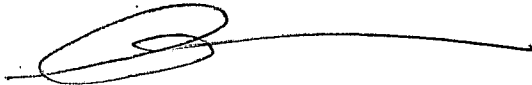
**SIGNATURE PAGE (CONTINUED)**

OWNERS:

P & N PROPERTIES LLC, a California limited liability company

By: The Orfalea Family Living Trust dated September 16, 1997

Its: Sole Member



By: Paul J. Orfalea, Trustee



By: Natalie Orfalea, Trustee

Recording requested by  
and to be returned to:  
Public Works Department  
Surveyor's Division  
WILL CALL  
Attention: Real Property

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103

Space Above This Line for Recorder's Use  
APN: 075-173-008 (Portion)  
Real Property File # R-319

**EASEMENT DEED**  
**(PERMANENT EASEMENT)**

P & N PROPERTIES LLC, a California limited liability company, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 6515 Trigo Road, Isla Vista, California, and more particularly described as County Assessor's Parcel No. 075-173-008, 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 and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway and public utility 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 shown on Exhibit "B", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

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.

This Easement Deed 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 of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

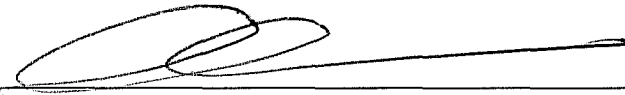
DATED AS OF: JUNE 1, 2008


“GRANTOR”

P & N PROPERTIES LLC, a California limited liability company

By: The Orfalea Family Living Trust dated September 16, 1997

Its: Sole Member

  
By: Paul J. Orfalea, Trustee

  
By: Natalie Orfalea, Trustee

ACKNOWLEDGMENT

State of California

County of Ventura

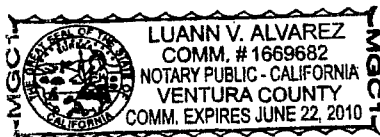
On August 1, 2008, before me, Luann V. Alvarez, a  
(Name of Notary)

Notary Public, personally appeared Paul J. Orfalea and Natalie Orfalea who 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~~ they executed the same in ~~his~~ their authorized capacity (ies), and that by ~~his~~ their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: Luann V. Alvarez (Seal)



**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED (PERMANENT EASEMENT) dated as of June 1, 2008, from P & N PROPERTIES LLC, a California limited liability company, 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 \_\_\_\_\_, \_\_\_\_\_.

MICHAEL F. BROWN  
CLERK OF THE BOARD

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

APPROVED AS TO FORM:  
DANIEL J. WALLACE  
INTERIM COUNTY COUNSEL

By:   
Deputy County Counsel



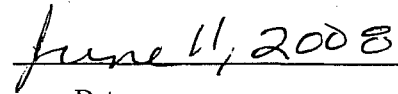
## Legal Description

The northerly 2.50 feet of Lot 20 in Block G of Ocean Terrace Tract in the County of Santa Barbara, State of California, according to the map therefore recorded in Book 15 of Maps at Pages 101, 102 and 103 of Maps in the office of the County Recorder of said County

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



Edmund R. Villa



Date:

EXHIBIT B

EMBARCADERO  
DEL NORTE

APN:  
075-172-015

APN:  
075-172-013

N T S

TRIGO ROAD

NORTHERLY  
2.5'

APN:  
075-173-026

APN:  
075-173-003

APN:  
075-173-035

APN:  
075-173-032

APN:  
075-173-030

APN:  
075-173-008

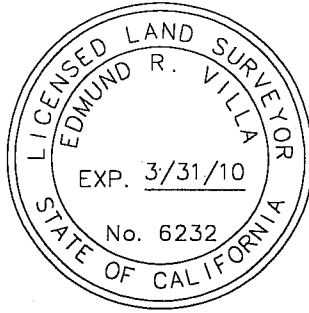
APN:  
075-173-009

APN:  
075-173-033

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

*Edmund R. Villa*  
EDMUND R. VILLA

*June 17, 2008*  
DATE



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

TRIGO ROAD  
APN: 075-173-008  
SANTA BARBARA COUNTY, CALIFORNIA  
JUNE 2008

R319