



October 28, 2015

Board of Supervisors
Santa Barbara County
105 East Anapamu Street
Santa Barbara, CA 93101

**Re: Dedication of Public Access Easements for Miramar Hotel and Bungalow Project
(County Real Property Division File No. 3558)**

Dear Members of the Board,

I am writing to you as the representative of the developer and property owner ("Owner") for the Miramar Hotel and Bungalow Project ("Project") regarding conditions of approval associated with the County of Santa Barbara ("County") Board of Supervisor's approval of the Project and CEQA Findings on April 14, 2015 (Clerk of the Board File # 15-00258).

New Condition of Approval No. 88, Special Condition DVP-1, found on Page 2-56 of the Conditions of Approval, which is found in "Attachment 2 – Updated Conditions" to the April 14, 2015, Board of Supervisors Agenda Letter requires that, "Prior to approval of the first follow-on Zoning Clearance for the Project, the abandonment of the North-South segment of Miramar Avenue and dedication of public access easements through the site (as shown on sheet A1.02b of the approved plans) shall be approved by the Board of Supervisors."

The Owner hereby agrees to the terms and conditions required of the Owner to dedicate said public access easements ("Easements") to the County as found on the attached "Easement Deed for Roadway" and "Easement Deed for Pedestrian Walkways", attached hereto and incorporated herein by this reference.

Owner further acknowledges that County *shall not finalize* the vacation of the North-South segment of Miramar Avenue by recording the final "Order to Vacate" until the Owner has dedicated, and the County has accepted, said Easements. The County shall record the Easement Deed for the dedication of the Easements concurrently with the final "Order to Vacate" the North-South segment of Miramar Avenue.



IN WITNESS WHEREOF, Owner has executed this letter of agreement by the respective authorized officer(s) as set forth below to be effective as of the date executed by Owner.

Miramar Acquisition Co., LLC, a California limited liability company

By: 
Print Name: David Liston
Title: CFO
Date: Oct 28, 2015

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: portions of 009-333-010, 009-371-003,
009-371-004, and 009-372-001
County Real Property File # 003558

EASEMENT DEED FOR ROADWAY
(PERMANENT EASEMENTS)

MIRAMAR ACQUISITION CO., LLC, a California limited liability company, owner of all that property in the unincorporated area of the County of Santa Barbara, State of California, described as County Assessor's Parcel Numbers 009-333-010, 009-371-003, 009-371-004, and 009-372-001 (collectively the "Property"), 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, permanent easements and rights 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 (collectively hereinafter the "Easements"), as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the Easements, together with the necessary rights of ingress and egress to the Easements 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.

The Easements are required by the conditions of approval associated with the County of Santa Barbara ("County") Board of Supervisor's approval of the Miramar Hotel and Bungalow Project ("Project") and CEQA Findings on April 14, 2015 (County Clerk of the Board File # 15-00258).

GRANTOR and its successors in interest retain the right to use the Easements except that within the Easements, 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 Easements.

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 physical condition of the Easements, including claims arising from the presence of 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 Easements as a result of the operations of GRANTEE subsequent to the effective date of this Easement Deed for Roadway Purposes.

GRANTOR does hereby certify that it is the sole owner of the Property, and warrants that the undersigned is authorized to sign on behalf of the GRANTOR, and that no additional signatures are required to grant the interest described herein.

DATED: _____

"GRANTOR"

MIRAMAR ACQUISITION CO., LLC, a California limited liability company

By: _____

Printed Name

Printed Title

Date: _____

ACKNOWLEDGMENT

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

On _____, before me, _____,
(Name of Notary)

a Notary Public, personally appeared _____, 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: _____ (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 FOR ROADWAY dated _____, from MIRAMAR ACQUISITION CO., 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 _____, _____.

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____

Deputy County Counsel

By: _____

Scott McGolpin, Director
Public Works Department

(On behalf of the Santa Barbara County
Board of Supervisors)

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: portions of 009-333-010, 009-371-003,
009-371-004, and 009-372-001
County Real Property File # 003558

EASEMENT DEED FOR PEDESTRIAN WALKWAYS
(PERMANENT EASEMENTS)

MIRAMAR ACQUISITION CO., LLC, a California limited liability company, owner of all that property in the unincorporated area of the County of Santa Barbara, State of California, described as County Assessor's Parcel Numbers 009-333-010, 009-371-003, 009-371-004, and 009-372-001 (collectively the "Property"), as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DO HEREBY GRANT TO:

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns, as GRANTEE herein, permanent non-exclusive easements and rights of way for public access, ingress, egress, and pedestrian walkways (collectively hereinafter the "Easements") in, on, over, along, and through that certain land situated in the County of Santa Barbara, State of California, more particularly described in Exhibit A (legal description) and shown on Exhibit B (diagram) attached hereto and incorporated herein by this reference.

The Easements are required as the conditions of approval associated with the County of Santa Barbara ("County") Board of Supervisor's approval of the Miramar Hotel and Bungalow Project ("Project") and CEQA Findings on April 14, 2015 (County Clerk of the Board File # 15-00258).

GRANTOR hereby acknowledges and agrees that conveyance of the Easements to GRANTEE, and acceptance of the Easements by GRANTEE, shall not obligate GRANTEE to maintain the Easements. Said Easements and any improvements associated therewith (hereinafter the "Improvements") shall be maintained at GRANTOR'S sole cost and expense in perpetuity.

GRANTOR and its successors in interest retain the right to use the Easements except that within the Easements, no permanent surface improvements, fences, trees, shrubs, vines, vegetation or permanent encroachments of any kind can be erected or other use made which would interfere with the rights granted herein.

In the event GRANTOR neglects to maintain the Easements and Improvements and such failure to maintain materially interferes with the use of the Easements for the purposes for which they are granted (hereinafter "Default"), then GRANTEE shall give written notice to GRANTOR specifying the particulars of the Default and GRANTOR shall promptly commence remedial action to cure the Default. Should such Default continue uncured for a period of thirty (30) calendar days from such notice, then GRANTEE shall have the right to cure the Default in the manner described in the following paragraphs, unless the cure of such Default shall reasonably take more than thirty (30) calendar days, in which case GRANTOR shall proceed with all due speed to cure the Default and shall have a reasonable period of time to effectuate its cure.

In the event GRANTOR has not cured the Default within a reasonable period of time after the thirty (30) calendar day period referred to in the immediately preceding sentence, then in GRANTEE'S sole discretion, GRANTEE shall provide GRANTOR with ten (10) days written notice of GRANTOR'S failure to cure. Upon the expiration of such ten (10) day period, GRANTEE shall have the right, but not the obligation, (a) to construct, re-construct, repair, maintain, and use the Easements and Improvements, with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time reasonably deem necessary to install within the Easements to cause them to serve the purpose for which they are granted hereby, together with the necessary rights of ingress and egress to the Easements over the Property, including the right to use motorized vehicles and equipment for the above-referenced purposes, in, on, over, along, under and through the Easements; and (b) to clear or keep clear from the Easements all buildings, structures and facilities that may interfere with the public use of the Easements at GRANTOR'S expense, including without limitation by maintaining, trimming and cutting trees, shrubs, vines, vegetation and roots, if any, as may endanger or interfere with the operation or public use of the Easements; provided, however in exercising the rights afforded to GRANTEE under this paragraph shall make the least injury and damage to the Property and the improvements located thereon as is reasonably practical and shall restore the same to as near the same condition as it was prior to the above referenced work as is practicable.

In the event GRANTEE exercises its right to construct, re-construct, repair, or maintain the Improvements for public use of the Easements, GRANTOR shall not disturb or damage such Improvements within the area of the Easements. In the event such Improvements are disturbed or damaged by GRANTOR, its employees, or contractors, then GRANTOR shall immediately contact GRANTEE. At GRANTEE'S sole discretion, GRANTEE may require GRANTOR to repair or replace such Improvements to GRANTEE'S reasonable satisfaction, or GRANTEE may repair or replace such Improvements at GRANTOR'S sole cost and expense.

GRANTEE may, at GRANTEE'S option, require GRANTOR to post a bond in an amount reasonably necessary in order to construct, re-construct, operate, repair, maintain, and use the Easements and Improvements for the benefit of the public.

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 physical condition of the Easements and Improvements which are the subject of this deed, including claims arising from the presence of 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.

GRANTOR does hereby certify that it is the sole owner of the Property, and warrants that the undersigned is authorized to sign on behalf of the GRANTOR, and that no additional signatures are required to grant the interest described herein.

DATED: _____

"GRANTOR"

MIRAMAR ACQUISITION CO., LLC, a California limited liability company

By: _____

Printed Name

Printed Title

Date: _____

ACKNOWLEDGMENT

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

On _____, before me, _____,
(Name of Notary)

a Notary Public, personally appeared _____, 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: _____ (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 FOR PEDESTRIAN WALKWAYS dated _____, from MIRAMAR ACQUISITION CO., 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 _____, _____.

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____

Deputy County Counsel

By: _____

Matthew P. Pontes, Director
General Service Department

(On behalf of the Santa Barbara County
Board of Supervisors)