



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

2010 APR -1 PM 4:29

COUNTY OF SANTA BARBARA

Department Name: General Services
Department No.: 063
For Agenda Of: April 13, 2010
Placement: Administrative
Estimated Time:
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: Real Property Purchase Contract and Deed for the Harris Grade Road High Risk Rural Road (HR3) Project, Folio No. 003612, Fourth Supervisorial Districts

County Counsel Concurrence

As to form: Yes

Other Concurrence: none

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and execute the attached original and duplicate original Real Property Purchase Contract And Escrow Instructions (Permanent Easement) with Betteravia Investments LLC, for a permanent roadway and slope easement over a portion of APN 099-010-049 in the amount of \$10,000.00; and
- b) Accept the attached original "Permanent Easement Deed" to the real property conveyed from Betteravia Investments LLC to the County of Santa Barbara for a portion of land located on the property known as Santa Barbara County Assessor Parcel No. 099-010-049, by authorizing the Clerk of the Board to sign the Certificate of Acceptance attached thereto.

Summary Text:

The property owner has executed the attached Real Property Purchase Contract and Escrow Instructions (Permanent Easement) and Permanent Easement Deed for the purpose of conveying the County of Santa Barbara an easement for roadway and slope purposes necessary for the construction of the Harris Grade Road High Risk Rural Road (HR3) Project.

Background:

The Harris Grade Road High Risk Rural Roads Project is located along Harris Grade Road, approximately 1 mile south of State Route 135. The project includes the realignment of Harris Grade Road to increase the radius of two existing curves, slope grading and vegetation removal to increase sight distance and construction of paved and unpaved shoulders to create a recovery zone. The proposed project will have two 11-foot paved traffic lanes, 2-foot paved shoulders and 4-foot unpaved shoulders. The embankment will be graded and sloped back away from the roadway to increase the sight distance. Drainage ditch will be constructed to control storm water and the existing culverts and headwalls will be replaced. The total project length is 1,050 ft and encompasses an area of approximately two acres.

Pursuant to the County's CEQA guidelines, the Department of Public Works has determined that this project is exempt from further environmental review. On October 6, 2009, your Board approved the Project, CEQA Notice of Exemption, pursuant to the California Environmental Quality Act (CEQA), and authorized the Public Works Department to proceed with right of way negotiations and advertisement of construction bids (Clerk of the Board File No. 09-00816). No Government Code section 65402 determination was required as this is a road widening and realignment project.

The Office of Real Estate Services has taken measures to uniformly apply the provision of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as set forth in the Code of Federal Regulations, 49 CFR Part 24 for federal and state agencies which are either acquiring property or providing the financial assistance to do so. Basic standards and requirements for appraisal and acquisition have been followed in acquiring the permanent roadway and slope easement over a portion of APN 099-010-049.

Approval, acceptance and execution of these Purchase Contracts and Deed by the Board of Supervisors will allow the Public Works Department to pay the willing seller the fair market price of \$10,000.00 for portions of parcel: APN 099-010-049 and to prepare for bidding the project.

Fiscal and Facilities Impacts: Budgeted: Yes

Fiscal Analysis:

Right of Way Phase Funding

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
Measure D	\$0.00		
Local (RSTP)	\$5,000.00		
Federal (HBP)	\$45,000.00		
Other:			
Total	\$ 50,000.00	\$ -	\$ -

Narrative:

The FY 2009-10 Right of Way costs are estimated to be \$50,000 which includes \$27,150 for acquisition services and land purchase, and \$22,850 for other professional right of way services (survey, appraisal and appraisal review, and escrow fees). Funds needed for this Fiscal Year expenditures have budgeted in Fund 0017, Organizational Unit 0600, Program 2830, and Account Numbers 7460 and 8100.

Funding for all phases of this project will come from the High Risk Rural Roads Program (HR3), a Federal program administered by Caltrans which will reimburse on a 90% basis. The remaining 10% for the Right of Way phase will be provided by Regional Surface Transportation Program (RSTP).

Staffing Impacts:

Legal Positions:

None

FTEs:

None

Special Instructions:

After Board action, distribute as follows:

- | | | |
|----|---|--|
| 1. | Original Easement Deed (permanent) | Real Estate Svcs, Attn: Scott Dickinson |
| 2. | Copy of Easement Deed (permanent) | Clerk of the Board Files |
| 3. | Original Purchase Contract | Clerk of the Board |
| 4. | Duplicate Original Purchase Contract
& Minute Order | Real Estate Svcs, Attn Scott Dickinson |
| 4. | Copy of Purchase Contract, Easement
Deed, & Minute Order | Public Works 620 w. Foster Road
Attn: Christian Doolittle |

Note: The Office of Real Estate Services will return to the Clerk of the Board a copy of the fully recorded Easement Deed for it file and reference.

Attachments:

(1) Original and Duplicate Original Real Property Purchase Contract and Escrow Instructions (Permanent Easement), (1) Original Easement Deed (permanent)

Authored by:

Scott Dickinson, SR/WA, Office of Real Estate Services, General Services Department

Project: Harris Grade Road
Folio: 003612
APN: 099-010-049
Agent: Scott Dickinson

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

THIS REAL PROPERTY CONTRACT AND ESCROW INSTRUCTIONS, hereinafter "Contract," is made by and between the COUNTY of SANTA BARBARA, a political subdivision of the State of California, hereinafter "COUNTY," and BETTERAVIA INVESTMENTS LLC, a California Limited Liability Company, hereinafter "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 Harris Grade Road and more particularly described as County Assessor's Parcel No. 099-010-049, hereinafter "Property"; and

WHEREAS, COUNTY has designed the plans and specifications for roadway improvements, repair, erosion protection, landscaping and related improvements hereinafter "County Improvements" on a portion of the Property in connection with the proposed Harris Grade Road Project, hereinafter "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 "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. 099-010-049. OWNER shall execute an Easement Deed (permanent easement) concurrently with the OWNER'S execution of this Contract. The Easement Deed shall contain the legal described and map depiction of the Easement Area. The legal description is described on Exhibit "A" and a map depiction is shown on Exhibit "B" both of which are attached to the Easement Deed 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 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 TEN THOUSAND AND XX/100 DOLLARS (\$10,000.00), 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 proration, 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 shall complete 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 and 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;

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 42 inclusive contained in a Preliminary Title Report No. 09-77501465-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;

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 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.

Project: Harris Grade Road

Folio: 003612

APN: 099-010-049

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:

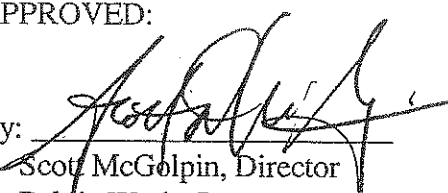
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

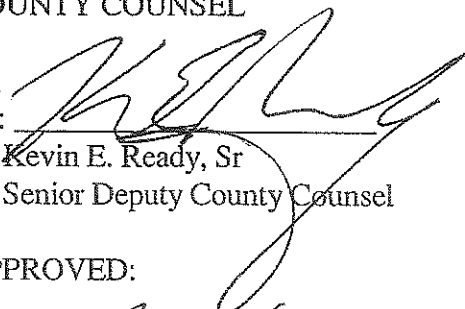
By: _____
Deputy

Date: _____

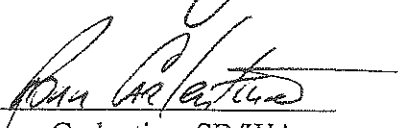
APPROVED:

By: 
Scott McGolpin, Director
Public Works Department

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

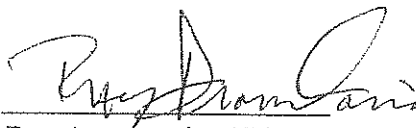
APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

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

By: 

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Program Administrator

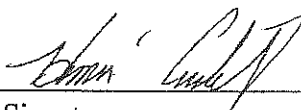
(signature page continued)

Project: Harris Grade Road
Folio: 003612
APN: 099-010-049
Agent: Scott Dickinson

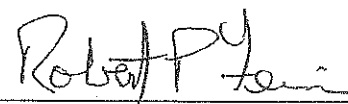
"OWNER"

BETTERAVIA INVESTMENTS LLC, a California Limited Liability Company

By: Henri Ardantz
PRESIDENT (Print Name)


Signature

By: ROBERT P FERINI
SECRETARY (Print Name)


Signature

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

Project: Harris Grade Road
Folio: 003612
APN: 099-010-049
Agent: Scott Dickinson

EASEMENT DEED
(Permanent Easement)

BETTERAVIA INVESTMENTS 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 Assessor's Parcel No. 099-010-049, 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 and shown on Exhibits "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: February 15, 2010

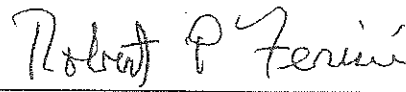
"GRANTOR"

BETTERAVIA INVESTMENTS LLC, a California Limited Liability Company

By: Henri Ardantz
PRESIDENT (Print Name)


Signature

By: ROBERT P FERINI
SECRETARY (Print Name)


Signature

ACKNOWLEDGMENT

State of California

County of Santa Barbara

On March 17, 2010, before me, MARTHA R. BEAS, a (Name of Notary)
Notary Public, personally appeared Henri Ardantz + Robert P. Ferini, 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: Martha R. Beas (Seal)



LEGAL DESCRIPTION
Harris Grade Road Easement

A portion of Rancho Los Alamos in the County of Santa Barbara, state of California describes as follows:

COMMENCING at a B.C. Conc. Mon. P27731 at the southwest corner of a Lot containing 7468.75 Net Acres as shown on recorded map in Book 80, Page 13 of Record of Survey, on file in the Office of the County Recorder in said County, having coordinates of North 2097732.70 feet, East 5830643.28 feet and will be Noted as Point "A";

- 1) Thence, N 00°44'14"W 7169.27 feet to the TRUE POINT OF BEGINNING, having coordinates of North 2104901.38 feet, East 5830551.02 feet;
- 2) Thence, N 69°32'15"W 40.00 feet;
- 3) Thence, N 20°27'45"E 49.94 feet;
- 4) Thence, N 20°16'35"E 211.66 feet to the beginning of a tangent curve concave southeast having a radius of 440.00 feet;
- 5) Thence, northeasterly along said curve 282.69 feet through a central angle of 36°48'42";
- 6) Thence, N 57°05'16"E 253.06 feet to the beginning of a tangent curve concave westerly having a radius of 185.00 feet;
- 7) Thence, northerly along said curve 188.93 feet through a central angle of 58°30'49";
- 8) Thence, N 01°25'32"W 148.44 feet;
- 9) Thence, N 88°34'28"E 40.00 feet, to a point having coordinates of North 2105824.40 feet, East 5831111.17 feet and a distance of S 15°33'10"E 7569.19 feet from the 2" B.C. CAMP COOKE MON. at the north terminus of a course noted as N 07°07'57"W 15,465.03 feet as shown on said Record of Survey and will be Noted as Point "B";
- 10) Thence, N 88°34'28"E 40.00 feet;
- 11) Thence, S 01°25'32"E 172.48 feet;

- 12) Thence, S 08°56'15"W 97.52 feet;
- 13) Thence, S 33°44'11"W 185.33 feet;
- 14) Thence, S 68°23'52"W 203.96 feet;
- 15) Thence, S 17°54'18"W 146.00 feet;
- 16) Thence, S 52°15'28"W 125.68 feet;
- 17) Thence, S 28°48'16"W 202.30 feet;
- 18) Thence, S 20°27'45"W 50.07 feet;
- 19) Thence, N 69°32'15"W 40.00 feet to the TRUE POINT OF BEGINNING

Note: Bearings and Distances are shown in Grid Values of Zone 5 of California State Coordinate System, Projection Datum NAD 1983 (19.35epoch), and Vertical Datum NAVD 88.

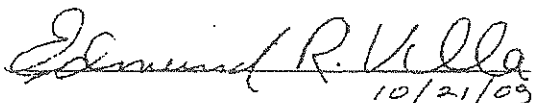
Ground to Grid Factor: Combined Factor = 0.999908033

Calculated for AP3, coordinates of North 2105378.60 feet, East 5830677.45 feet, Elevation 412.00 feet

Measured Grid Bearing and Distance between Point "A" and Point "B" is N 05°47'46" W 15,462.79 feet.
Record Ground Bearing and Distance is N 07°07'57" W 15,465.03 feet as shown on said Record of Survey.

End of Legal Description

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


10/21/09

Edmund R. Villa, PLS 6232
License Expiration 03/31/2010



COURSE TABLE

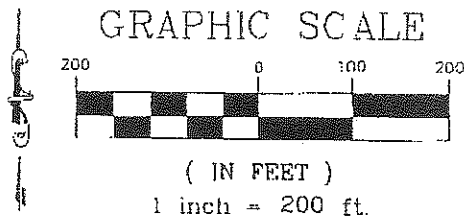
- 1) N00°44'14"W, 7169.27'
- 2) N69°32'15"W, 40.00'
- 3) N20°27'45"E, 49.94'
- 4) N20°16'35"E, 211.66'
- 5) R=440.00', Δ=36°48'42", L=282.69'
- 6) N57°05'16"E, 253.06'
- 7) R=185.00', Δ=58°30'49", L=188.93'
- 8) N01°25'32"W, 148.44'
- 9) N88°34'28"E, 40.00'
- 10) N88°34'28"E, 40.00'
- 11) S01°25'32"E, 172.48'
- 12) S08°56'15"W, 97.52'
- 13) S33°44'11"W, 185.33'
- 14) S68°23'52"W, 203.96'
- 15) S17°54'18"W, 146.00'
- 16) S52°15'28"W, 125.68'
- 17) S28°48'16"W, 202.30'
- 18) S20°27'45"W, 50.07'
- 19) N69°32'15"W, 40.00'

EXHIBIT B

APN: 099-010-049

EASEMENT AREA = 115,376 sq. ft.
2.65 acres

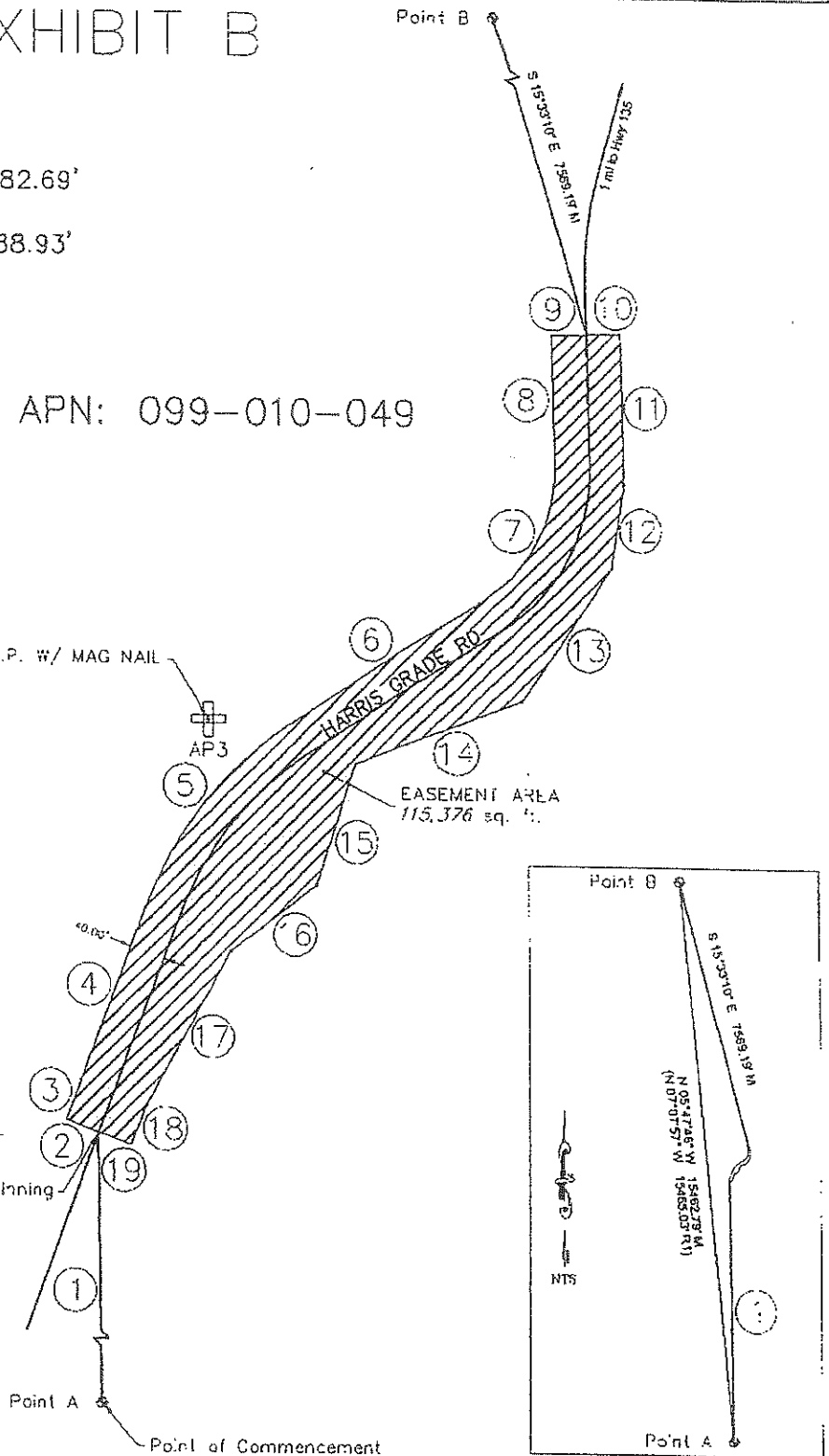
NOTE: (R1) = RS BK 80 PG 13
M = MEASURED



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

Edmund R. Villa
EDMUND R. VILLA

10/21/09
DATE



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

PERMANENT EASEMENT
HARRIS GRADE ROAD
1 mi South from Hwy 135
APN: 099-010-049
SANTA BARBARA COUNTY, CALIFORNIA
OCTOBER 2009

S689

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 February 15, 2010, BETTERAVIA INVESTMENTS LLC, a California 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 _____

MICHAEL F. BROWN,
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

