



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-34

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

Department Name: Public Works
Department No.: 054
For Agenda Of: January 5, 2010
Placement: Administrative
Estimated Tme: January 19, 2010,
10 minutes
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Director(s) Scott McGolpin, Director, x3010
Public Works Department

David Matson, Interim Director, x2068
Housing and Community Development

Contact Info: Mark Schleich, Deputy Director, x3600
Resource Recovery and Waste Management Division

Dacé Morgan, Deputy Director, x3005
Transportation Division

SUBJECT: Proposed Utility Undergrounding District along El Embarcadero between of Del Playa Drive and Sabado Tarde Road including a section of Del Playa in Isla Vista, Third Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: N/A

Other Concurrence:

Santa Barbara County Redevelopment Agency , Isla Vista
Project Area

Recommended Actions:

- A. Receive the attached Road Commissioner's report, which sets forth the boundary of a utility undergrounding district along El Embarcadero (inclusive of fronting properties) from Del Playa Drive to Sabado Tarde Road, the project schedule, and the estimate of project costs.
- B. Set a public hearing for January 19, 2010 to ascertain the need for forming the utility undergrounding district. (Estimated time 10 minutes);

properties by September 2010 and overhead utility removal by October 2010. Road improvement work is proposed to follow the undergrounding work and is expected to be completed by summer of 2011.

Performance Measure:

Fiscal and Facilities Impacts:

Budgeted: Select_Budgeted

Fiscal Analysis:

All costs for construction of the undergrounding work and road improvements are to be funded by RDA bond proceeds, which must be expended by end of 2011. These costs include road encroachment inspections. Administrative costs for creating the undergrounding district is funded by the utility undergrounding program (general fund contribution).

Staffing Impacts:

Legal Positions: None

FTEs: None

Special Instructions:

1. Public Works Department staff will notify property owners regarding the public hearing for the consideration of the resolution to form the undergrounding district in accordance with County Code Section 34-2 and will notify the property owners within 10 days regarding the action taken by the Board.
2. Direct the Clerk of the Board to return one copy of the executed resolution prior to recording to the Public Works Department, attention Robyn Smith and one copy to Resource Recovery Waste Management, attention Shannon Barcelona.
3. Direct the Clerk of the Board to record the resolution with the County Recorder's Office and forward one copy of the recorded resolution to the Public Works Department, attention Robyn Smith.

Attachments:

Road Commissioner's Report
Resolution

Authored by:

Robyn Smith, Office Professional, x 8750

Copy:

Martin Wilder, Resource Recovery and Waste Management Division, Utilities Manager
Chris Sneddon, Transportation Division, Design Section Manager
Mark Paul, Public Works Department, Deputy Director of Administration & Finance

NOTICE OF PUBLIC HEARING

PROPOSED UNDERGROUND UTILITY DISTRICT

EL EMBARCADERO BETWEEN DEL PLAYA DRIVE AND SABADO TARDE ROAD
ISLA VISTA, CALIFORNIA

Notice hereby given that a public hearing will be held by the Santa Barbara County Board of Supervisors, State of California, on January 19, 2010 (or as soon thereafter, as circumstances permit) in the Board of Supervisor's Hearing Room, Santa Barbara, California relative to the adoption of a resolution to form a Utility Undergrounding District within which overhead utility lines will be placed underground.

Boundaries of the proposed District to be considered, are outlined on a map enclosed herewith, being generally El Embarcadero between Del Playa Drive and Sabado Tarde Road including 12 parcels fronting Del Playa Drive and 8 parcels fronting El Embarcadero and 1 parcel fronting Sabado Tarde Road in Isla Vista, California.

The cost of undergrounding within the public road right-of-way will be borne by the applicant, Isla Vista Redevelopment Association. THE CONVERSION WORK ON PRIVATE PROPERTIES WILL BE PERFORMED BY AND PAID FOR THE OWNER, OPERATOR, LESSEE, OCCUPANT OR RENTER OF THE PRIVATE PROPERTY. Underground service connections to the properties must be performed on the schedule indicated in the resolution. The Board of Supervisors may authorize and direct the disconnection and removal of any and all overhead services, wires, and associated facilities supplying utility service to property within the said district. However, service connections not originating from the utilities being undergrounded may remain.

The hearing will be open to the public and may be continued from time to time. At each hearing all persons interested shall be given an opportunity to be heard. The decision of the Board of Supervisors shall be final.

Robyn Smith
Utilities Section, Office Professional

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

IN THE MATTER OF DECLARING A CERTAIN)
PORTION OF EL EMBARCADERO AND)
DEL PLAYA DRIVE IN ISLA VISTA)
AN UNDERGROUND UTILITY DISTRICT) RESOLUTION NO. _____
UNDER CHAPTER 34 OF THE CODE)
OF THE COUNTY OF SANTA BARBARA)

WHEREAS, pursuant to Chapter 34 of the Santa Barbara County Code, the Board of Supervisors of the County of Santa Barbara has the authority, after notice and public hearing, to declare a designated area within the unincorporated area of the County an Underground Utility District and to order the removal of overhead electric, communication or similar or associated service facilities and the underground installation of such facilities within the designated area; and

WHEREAS, pursuant to Section 34-2 of Chapter 34 of the Santa Barbara County Code, this Board has called a public hearing to ascertain whether the public necessity, health, safety or welfare requires the removal of such overhead facilities and this underground installation of such facilities in a certain portion of El Embarcadero and Del Playa Drive in the Isla Vista area as described in Exhibit "A" and depicted on the map thereof attached hereto as Exhibit and "B" and the Road Commissioner has given notice of the time and place of said hearing to all affected property owners and utilities concerned; and

WHEREAS, the public hearing has been held, all persons interested have been heard, and the report by the County Road Commissioner required by Section 34-3 Chapter 34 of Santa Barbara County Code has been submitted and considered,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

1. The above recitations are true and correct.
2. The public necessity, health, safety or welfare requires the removal of poles, overhead wires, and associated overhead structures and the underground installation of such facilities for the supply of electric, communication or similar or associated services in a portion of the unincorporated area of the County of Santa Barbara, more particularly

- h. Temporary poles, overhead wires and associated overhead structures used or to be used in conjunction with construction projects.
5. The undergrounding of electric, communication or similar or associated services, in the El Embarcadero Underground Utility District from Del Playa Drive to Sabado Tarde Road matching the existing Isla Vista Loop Area Undergrounding District matching the existing Isla Vista Loop Undergrounding District is in the general public interest because, among other reasons, such undergrounding will eliminate an existing unusually heavy concentration of overhead distribution facilities, and the area of El Embarcadero in Isla Vista is extensively used by the general public and has a significant volume of vehicular traffic.
6. It is ordered by August 2010, all underground construction (installation of ducts and structures) of the utility companies shall be completed, and all affected property owners within the Del Playa Drive to Sabado Tarde Road matching the existing Isla Vista Loop Area Undergrounding District must be ready to receive underground electric, communication or similar associated service by September 2010, if they or any persons occupying such property desire to continue to receive such services. In order to be ready to receive such underground services, the property owner or the occupant shall provide all necessary facility changes on their premises so as to receive such services from the lines of the supplying utility or utilities at new locations, subject to the applicable rules, with the Public Utilities Commission of the State of California.
7. It is ordered that by October 2010 all the electric, communication and similar or associated service overhead distribution facilities shall be removed from the El Embarcadero Underground Utility District Del Playa Drive to Sabado Tarde Road matching the existing Isla Vista Loop Area Undergrounding District and the underground installation of such distribution facilities shall have been accomplished in said District.
8. The Road Commissioner is authorized and directed to notify all affected utilities and all persons owning real property within the El Embarcadero Underground Utility District from Del Playa Drive to Sabado Tarde Road matching the existing Isla Vista Loop Area Undergrounding District, as such are shown on the last equalized

DECEMBER 1, 2009
REPORT BY THE ROAD COMMISSIONER TO THE BOARD OF SUPERVISORS

Proposed Underground Utility District
El Embarcadero between Del Playa Drive and Sabado Tarde Road
Isla Vista

Pursuant to Chapter 34, Section 34-3 of the Santa Barbara County Code, the County Road Commissioner shall submit a report to the Santa Barbara County Board of Supervisors describing the scope of a proposed utility undergrounding project. The report is also intended to detail the costs borne by the applicant, the County, and private property owners. In addition, the report is intended to outline the estimated time required to complete the proposed project.

This project is considered a Rule 20B project because funding is derived from Santa Barbara County Redevelopment Agency contributions. This funding source is the revenue for the entire streetscape improvement project. The cost for undergrounding is equal to the actual cost to perform the undergrounding work less the net salvage value and depreciation of the replaced overhead facilities. Additional project costs include the conversion of the services from the main distribution facilities to be borne by others.

The project will accomplish the removal of overhead electrical, telephone and cable services on El Embarcadero fronting 8 separate privately owned properties and 12 separate privately owned properties fronting Del Playa Drive and 1 property fronting Sabado Tarde Road. The utility companies are prepared to proceed with the project upon adoption of a resolution by the Santa Barbara County Board of Supervisors creating a Utility Undergrounding District for the area designated. All the underground construction work by the utility companies will be completed by August 2010 with service conversion by September 2010 and removal of existing overhead facilities accomplished by October 2010. The serving utility companies will obtain all necessary utility easements if any are required.

The utility companies (Southern California Edison, Verizon and Cox Cable) have provided cost estimates for the conversion of overhead utilities to underground facilities within the proposed District. The estimated costs are approximately \$100,000 for Southern California Edison, \$100,000 for Verizon and \$40,000 for Cox for a total estimated cost of \$240,000.

Additional project costs not included above are associated with retrofitting the service connections to the private property. The private property owner must bear the cost of the conversion work on private property. These costs would vary from property to property. Electric service panel conversions to the Southern California Edison system are expected to range between \$100 and \$1,000 per property not including the cost to change out the electric panel or the cost of an electric building permit. For Verizon service connections, the cost is expected to range between none to \$400 per property. With respect to cable service connections, there is no cost to the property owner provided the property is already a Cox customer. County administrative costs are provided each year by the General Fund in the annual budget.

EXHIBIT A

Legal Description

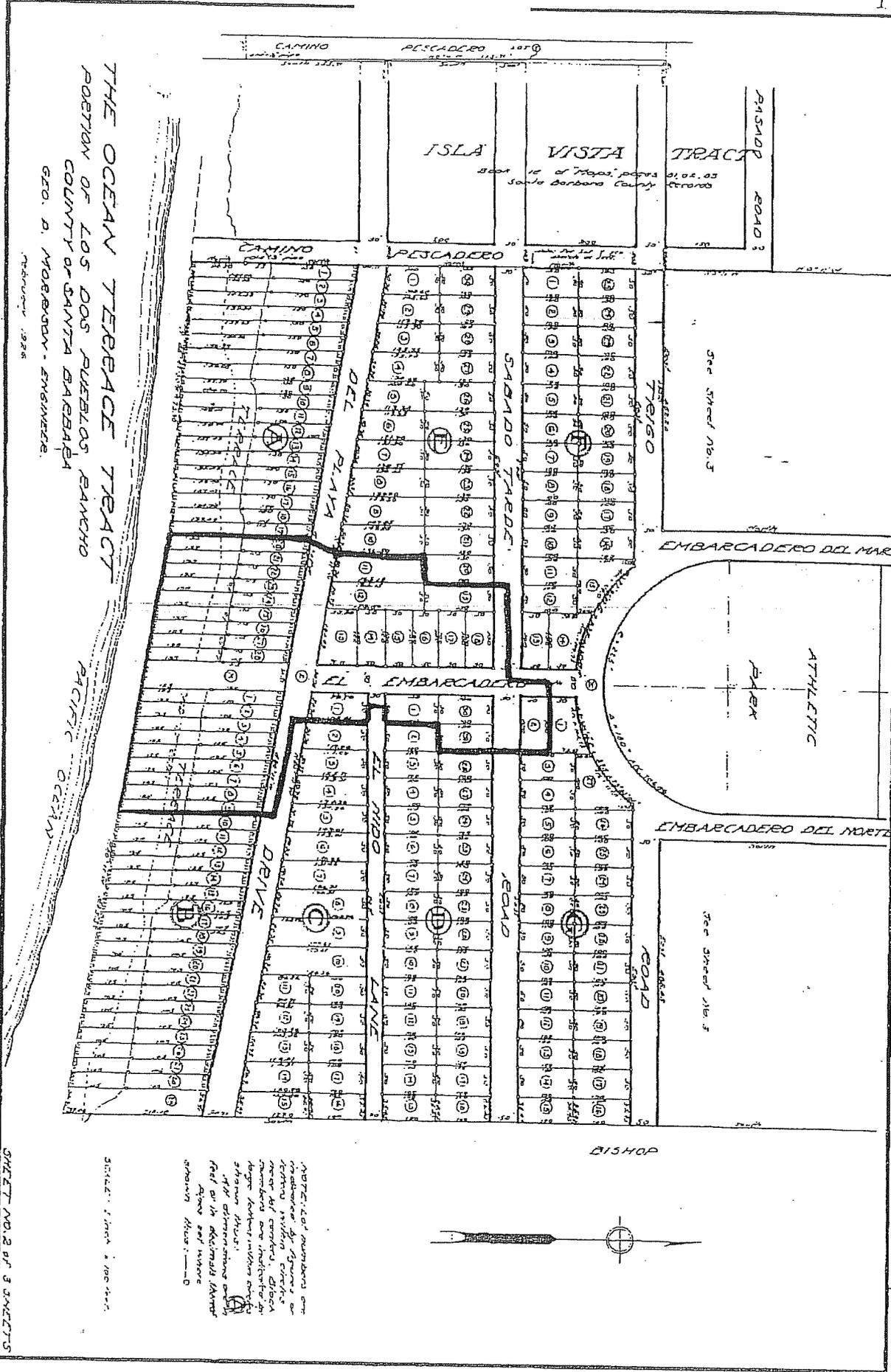
That portion of Ocean Terrace Tract, in the County of Santa Barbara, State of California, as per map recorded in Book 15, Page 101, 102 and 103 of Maps in the Office of the County Recorder of said County described as follows:

BEGINNING at the southeast corner of Lot 1 in Block G of said Tract, also being the southerly terminus of course number 2 as described in Exhibit B, Legal Description of the Isla Vista Loop Underground Utility District, "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA," Resolution Number 83-497;

- 1) Thence, South 50.00 feet along the east line of Lot 2 in Block G of said Tract to the southeast corner of said Lot 2;
- 2) Thence, South 50.00 feet to the northeast corner of Lot 29 in Block D of said Tract;
- 3) Thence, South 100.00 feet along the east line of said Lot 29 to the southeast corner of said Lot 29;
- 4) Thence, West 50.00 feet along the south line of said Lot 29 to the southwest corner of said Lot 29 and being the northeast corner of Lot 1 in said Block D;
- 5) Thence, South 100.00 feet along the east line of said Lot 1 to the southeast corner of said Lot 1;
- 6) Thence, West 25.00 feet along the south line of said Lot 1;
- 7) Thence, South 30.00 feet to a point on the north line of Lot 1 in Block C of said Tract, distant 25.00 feet east of the northwest corner of said Lot 1 in Block C;
- 8) Thence; East 25.00 feet along the north line of said Lot 1 to the northeast corner of said Lot 1;
- 9) Thence, South 133.76 feet along the east line of said Lot 1 and its prolongation southerly to a point on the centerline of Del Playa Drive as shown on said map;
- 10) Thence, S 80°11'00"E 177.07 feet along said centerline to its intersection with the northerly prolongation of the east line of Lot 9 in Block B of said Tract;
- 11) Thence, South 275.36 feet to and along the east line of said Lot 9 to the southeast corner of said Lot 9;
- 12) Thence, N 80°11'00"W 507.01 feet along the southerly lines of Lots 1 through 9 in Block B, Parcel X, and Lots 20 through 28 in Block A, all in said Tract to the southwest corner of Lot 20 in Block A;
- 13) Thence, North 250.00 feet along the west line of said Lot 20 to the northwest corner of said Lot 20;
- 14) Thence, N 28°26'22"E 52.73 feet to the southwest corner of Lot 11 in Block E of said Tract;
- 15) Thence, North 156.50 feet along the west line of said Lot 11 to the northwest corner of said Lot 11;
- 16) Thence, West 50.00 feet along the north line of said Lot 11 to the southwest corner of Lot 19 in Block E of said Tract;

Map of E/ Embarcadero Underground Utility District

THE OCEAN TERRACE TRACT
 PORTION OF LOS DOS PUERTOS RANCHO
 COUNTY OF SANTA BARBARA
 GEO. D. MORRISON, ENGINEER
 REDUCED 1928

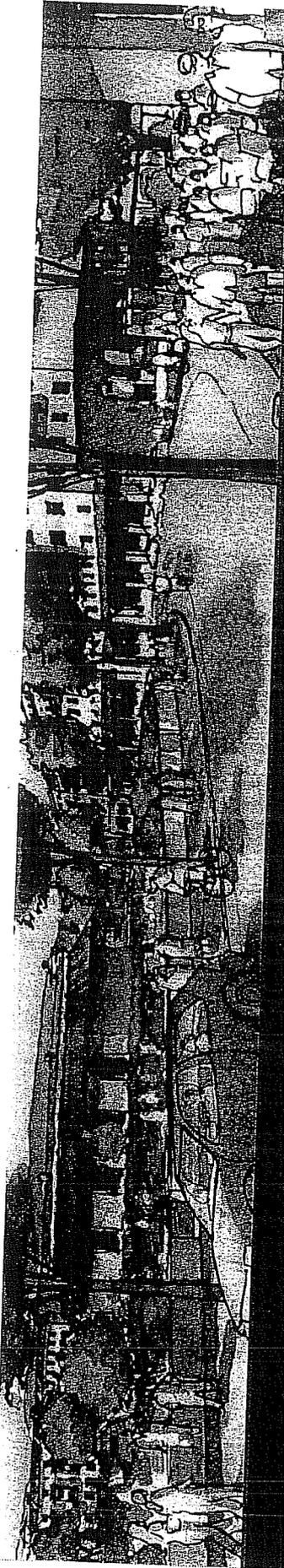


NOTE: Lot numbers are indicated by figures or letters within circles near lot center. Block numbers are indicated by large letters within circles shown above.

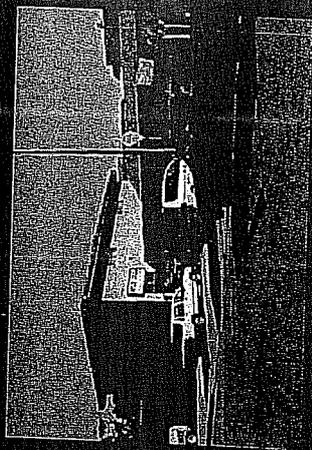
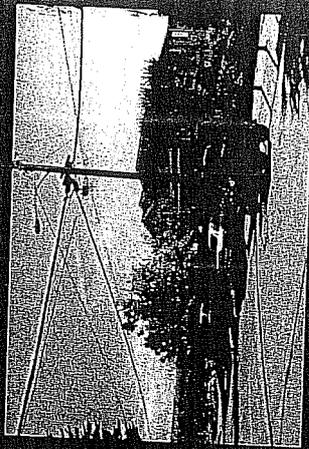
Utility lines are shown by lines with symbols as follows:

- Water
- Gas
- Electric
- Sanitary Sewer
- Storm Sewer
- Telephone
- Other

SHEET NO. 2 OF 3 SHEETS



Proposed Utility Undergrounding District



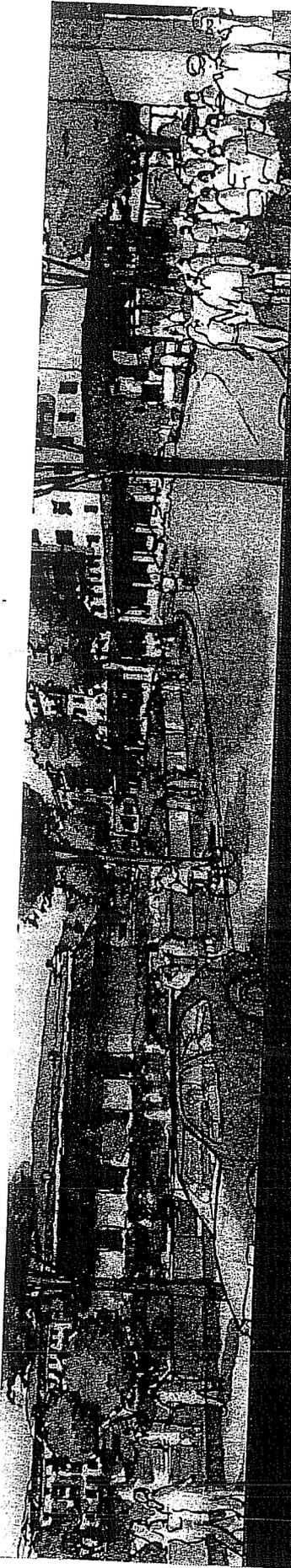
Santa Barbara County Board of Supervisors

January 19, 2010

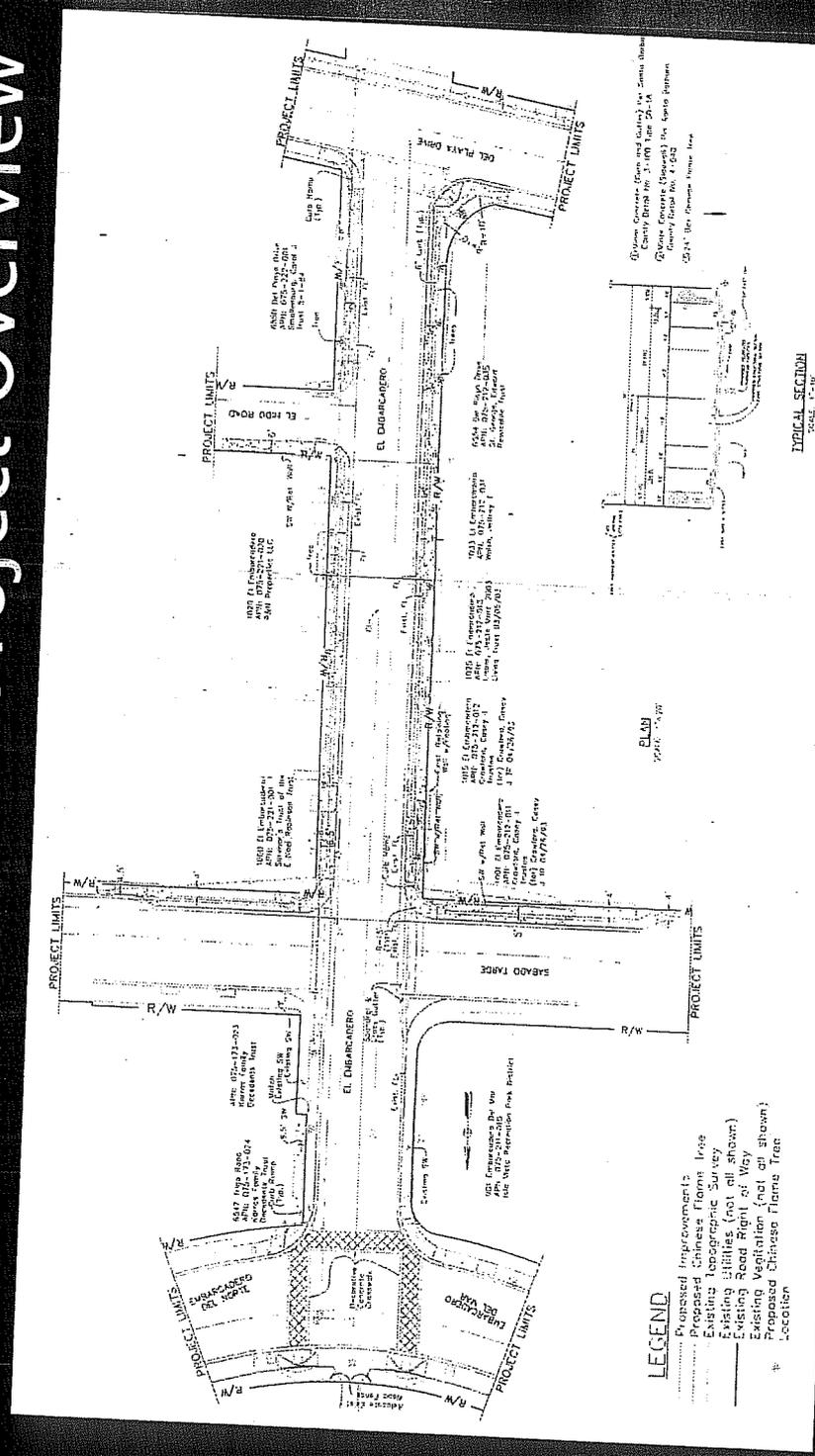


PUBLIC WORKS

SBCO RDA



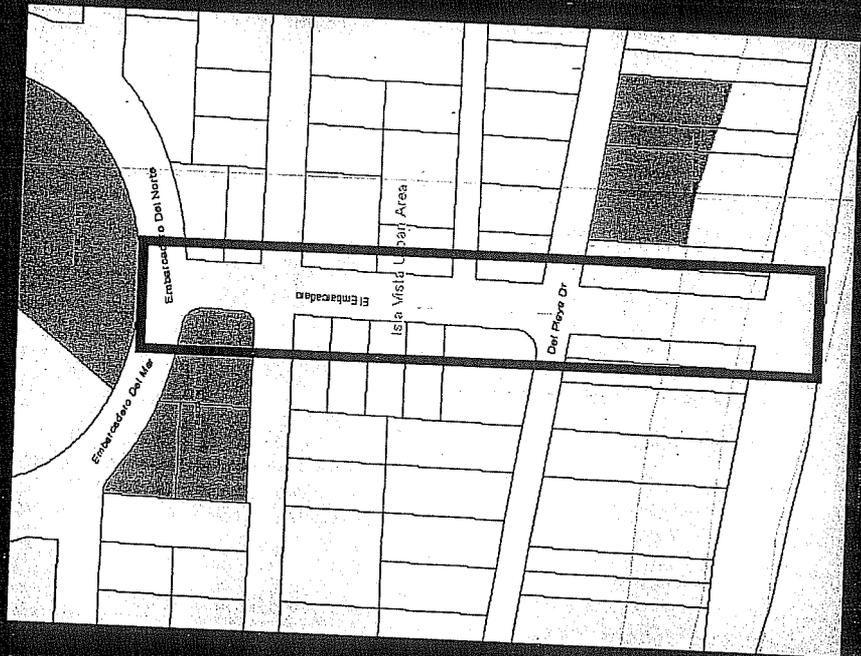
El Embarcadero Project Overview



January 19, 2010 - Proposed Utility Undergrounding



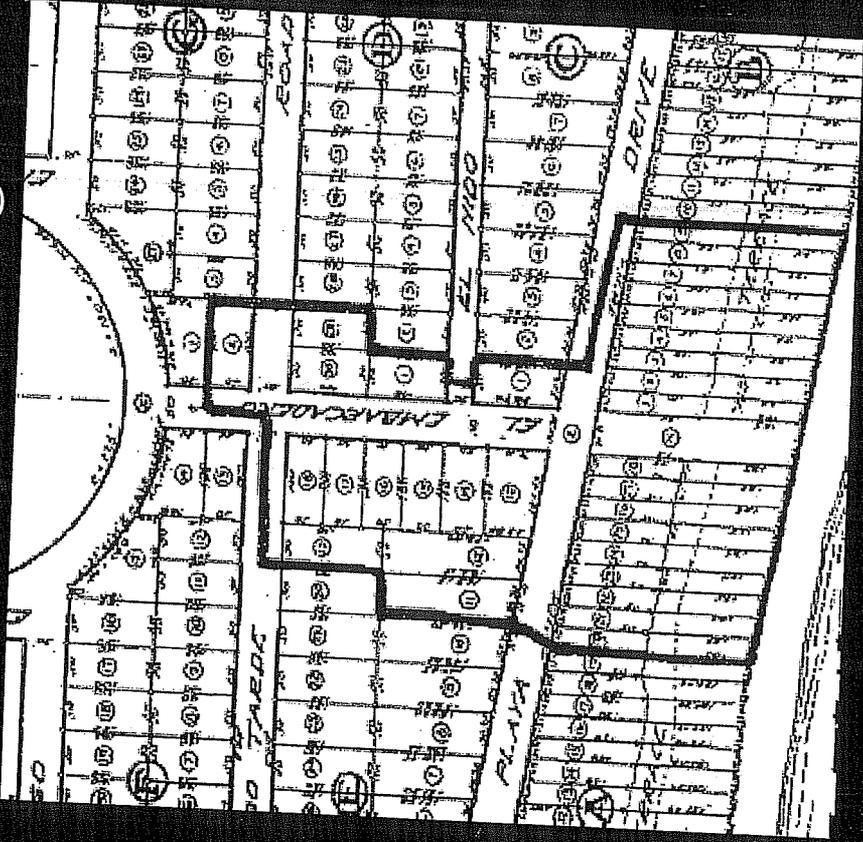
Program Area Map - Downtown IV



January 19, 2010 - Proposed Utility Undergrounding

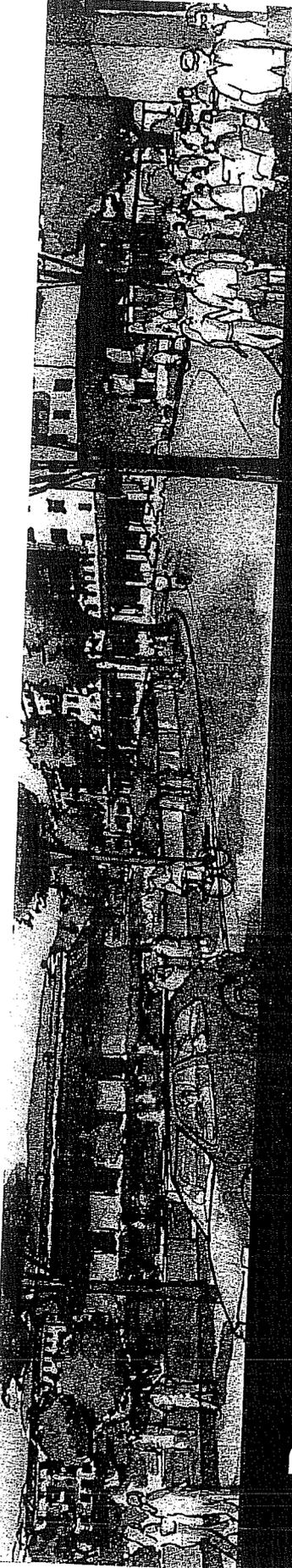


Proposed Utility Undergrounding District



January 19, 2010 - Proposed Utility Undergrounding

SBCD



Recommendation

Consider adoption of a Resolution creating the proposed utility undergrounding district.



**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

7:07 NOV 27 PM 4: 29

COUNTY OF SANTA BARBARA
CLERK OF THE
BOARD OF SUPERVISORS

Department Name: Public Works
Department No.: 054
For Agenda Of: December 11, 2007
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Director(s) Scott McGolpin, Director of Public Works Department: 568-3010

Contact Info: Dace Morgan, Interim Deputy Director of Transportation: 568-3064
Mike Emmons, County Surveyor: 568-3020

SUBJECT: IV Sidewalk Project 2007-2008. El Embarcadero Streetscape Improvements.
County Project # 310312. Real Property File # R-293.
Third Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

Authorize the Chair of the Board of Supervisors to:

Approve and authorize the Chair of the Board of Supervisors to execute the attached Permanent Easement Purchase and Temporary Entry Contracts and accept the attached Easement Deeds by authorizing the Clerk of the Board to execute the Certificate of Acceptance for the following properties, Third District:

1	075-222-001	6550 Del Playa	Smallenburg Family, LLC	\$4,500
2	075-221-020	1020 El Embarcadero	P & N Properties, LLC	\$2,000
3	075-173-024	6547 Trigo Road	Karras Family Trust	\$3,780

Summary Text:

The County Public Works Department is in the process of designing the plans and specifications to install and construct new sidewalk and street tree improvements on El Embarcadero, Isla Vista.



Subject:

IV Sidewalks 2007-2008. El Embarcadero Streetscape Improvements
County Project # 310312. Real Property File # R-293.
Third Supervisorial District

Agenda Date:

December 11, 2007

Page:

2

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 listed above have executed the attached Permanent Easement Purchase and Temporary Entry Contracts and Easement Deeds for the purposes of conveying the necessary rights and easements to the County necessary for construction of the sidewalk and street tree improvements.

The owners are being compensated in the amounts listed above in the "Recommendations" section of this board letter depending on the amount of square feet of easement area conveyed to the County.

Payment to the property owners will be made within thirty (30) days of recordation of the permanent easements by the County.

Background:

On August 22, 2007, a Notice of Exemption was filed for the project pursuant to CEQA Guideline Section 15301(c). On June 12, 2007, the project was found to be in conformity with the County's Comprehensive Plan, including the Goleta Community Plan and the Coastal Land Use Plan, in accordance with Government Code Section 65402(a).

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

General Fund				
State				
Federal				
Fees				
Other: RDA	\$	10,280.00	\$	10,280.00
Total	\$	10,280.00	\$	10,280.00

Narrative: The purchase price for these easements totals \$10,280. Funds for the purchase have been budgeted in Dept. 054, Fund 0015, Program 2050, Account 8100.

Staffing Impacts:

Legal Positions:

N/A

FTEs:

N/A

Special Instructions:

After Board action, distribute as follows:

1. Original Contracts
2. Copies of Contracts
3. Original Easement Deeds
4. Copies of Easement Deeds

Clerk of the Board Files
Surveyor's Division, Attn: Harrison Heyl
Surveyor's Division, Attn: Harrison Heyl
Clerk of the Board Files



Subject: IV Sidewalks 2007-2008. El Embarcadero Streetscape Improvements
County Project # 310312. Real Property File # R-293.
Third Supervisorial District
Agenda Date: December 11, 2007
Page: 3

5. Minute Order
6. Minute Order

Transportation Division, Attn: Ron Bensel
Surveyor's Division, Attn: Harrison Heyl

The Real Property Section of the Surveyor's Division will deliver copies of the Contracts to each of the property owners, and will keep copies in its records. Real Property will deliver the original Easement Deeds to the County Recorder's office for recordation. Once the Easement Deeds have been recorded, Real Property will return the recorded original Easement Deeds to the Clerk of the Board. Real Property will keep copies of the Easement Deeds in its files and provide copies to the property owners as well.

Attachments:

- (1) Purchase Contracts
- (2) Easement Deeds

Authored by:

Harrison Heyl, Real Property Section, Surveyor's Division, Public Works: 568-3072 (HH)

cc:

Ron Bensel, Engineering Section, Transportation Division, Public Works



RIGHT OF ENTRY AGREEMENT

Project: Isla Vista Sidewalk Project – El Embarcadero Road Improvements
Address: 1020 El Embarcadero Road, Isla Vista, CA 93117
Assessor Parcel Number: 075-221-020

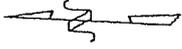
The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and P & N Properties, LLC, a California limited liability company, hereinafter referred to as "OWNERS", do hereby agree as follows:

OWNERS hereby grant to COUNTY, its authorized agents or contractors, officers and employees, a right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-221-020 and commonly known as 1020 El Embarcadero Road, Isla Vista, CA 93117, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, undergrounding public utilities, installing a pad-mounted transformer at the southeast corner of the Property, clearing vegetation necessary to install the pad-mounted transformer, installing sidewalk and roadway improvements in the COUNTY'S existing public right-of-way, conforming any public improvements to OWNERS' private improvements, and for such other purposes as may be incidental to such activities. This Right of Entry Agreement shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of this right of entry, COUNTY shall compensate OWNERS with the undergrounding of the public utilities and installation of related public improvements on the Property by COUNTY at COUNTY'S cost.
2. 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.
3. By COUNTY'S exercise of this Right of Entry Agreement, 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.
4. 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.

075-22



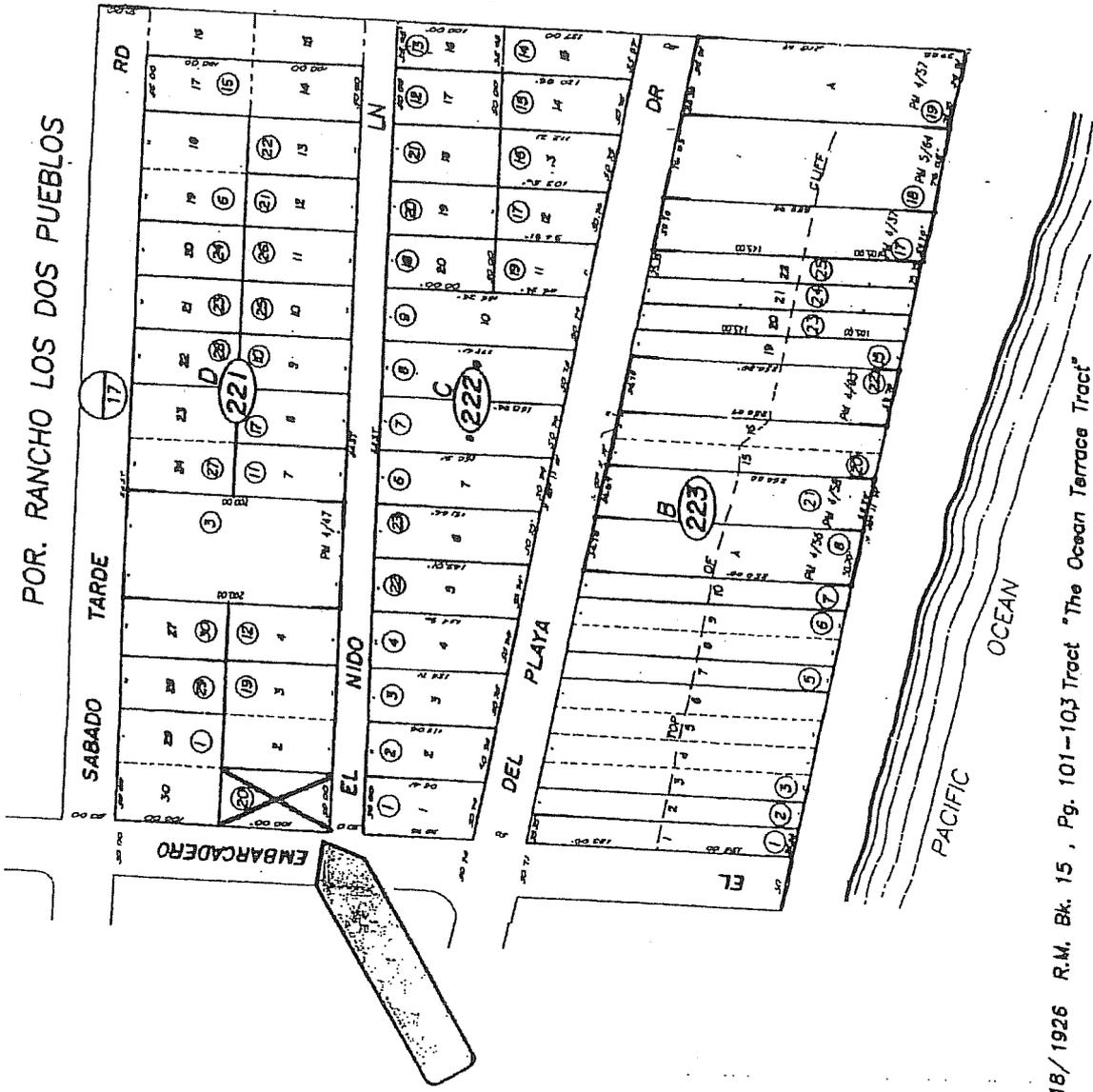
1" = 100'
SCALE

73
13

NOTICE
Assessor's Records are for tax assessment purposes only and do not indicate either present legality or a valid building etc.

Assessor's Map Bk, 075-Pg, 22
County of Santa Barbara, Calif.

LD/05 223-18 Map 223-22-23



03/18/1926 R.M. Bk. 15 , Pg. 101-103 Tract "The Ocean Terrace Tract"

SPECTRUM

Land Services

725 TOWN & COUNTRY RD., SUITE 410, ORANGE, CA 92868
PHONE: (714) 568-1800 * FAX (714) 568-1801 * www.spectrumland.com

August 14, 2010

P & N Properties, LLC.
3944 State Street, Suite B
Santa Barbara, CA 93105

SUBJECT: Electric Service to El Embarcadero & Del Playa – Goleta (County of Santa Barbara)
Work Order No. TD439710

Dear Sir or Madam:

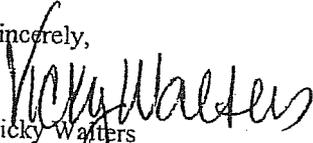
Southern California Edison Company (Edison) is undergrounding its existing overhead facilities near the above location. In order for Edison to do the required modifications, we need to obtain an easement on your property to install electrical facilities. The locations of the new facilities are shown on the enclosed map.

You will find enclosed an original and one copy of a Grant of Easement. Please sign the original Grant of Easement, have the signature(s) notarized, and returned to me in the envelope provided.

NOTE: The notary stamp must be clear and legible to be recorded by the County Recorder's Office. To be reimbursed for your notary fees, please submit a receipt along with your easement. The map and copy of the easement are for your file.

Thank you for your cooperation in this matter. If you have any questions regarding the location and installation of the facilities, please call James Rydberg with Edison at 805-683-5292. You may also contact Ron Benzel with the County of Santa Barbara at 805-568-3311. If you have any questions regarding the easement or need additional information, please call me at (714) 568-1800 ext. 228 or via email at vwalters@spectrumland.com.

Sincerely,


Vicky Walters
Senior Right of Way Agent

Enclosures

EXECUTED this _____ day of _____, 20__.

GRANTOR

P & N PROPERTIES, LLC, a California limited liability company

Signature

Paul J. Orfalea

Print Name

Owner

Title

State of California)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

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 _____

(This area for notary stamp)

North
1" = 20'

SEE SHEET 3
MATCH LINE STA. 28+00

EL NIDO LN

CI: FUTURE
29' CONCRETE W/1-6" BRKT
5800 HPSV
CF 1 1/2 *
H833E TO S1
IN: 65' #8
425 61'

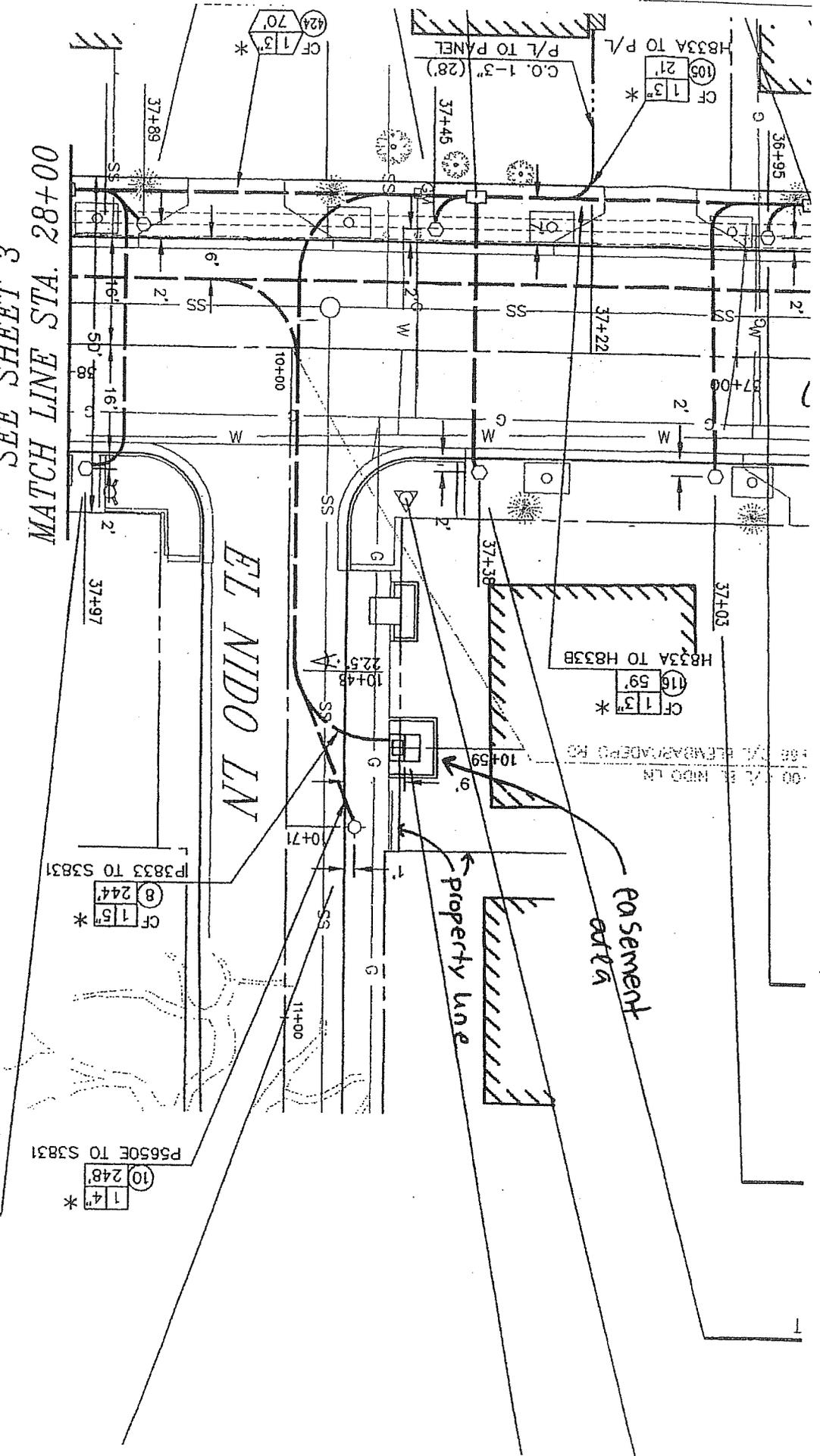
14' *
10 248'
P5650E TO S3831

8 244' *
CF 1 1/2 *
P3833 TO S3831

16 59' *
CF 1 1/2 *
H833A TO H833B

105 21' *
CF 1 1/2 *
H833A TO P/L
C.O. 1-3" (28)
P/L TO PANEL

424 70' *
CF 1 1/2 *





PERMANENT EASEMENT PURCHASE AND TEMPORARY ENTRY CONTRACT
(Hereinafter the "Contract")

Project: Isla Vista Sidewalks 2007-2008 (County Project # 310312)

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and JAMES TRENDE GREGERSON, TRUSTEE, KARRAS FAMILY DECEDENT'S TRUST, hereinafter referred to as "OWNERS", do hereby agree as follows:

OWNERS hereby grant to COUNTY, its authorized agents or contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-173-24 and commonly known as 6547 Trigo Road, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately one hundred eighty-nine (189) square feet and is more particularly described in the Easement Decd (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of THREE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS (\$3,780.00) within thirty (30) days of recordation of the Permanent Easement by COUNTY.

2. 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.

3. 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.

4. 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.

Sheet 3
A-D

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Permanent Easement Purchase and Temporary Entry 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: Barbara Fontana
Chair, Board of Supervisors

By: [Signature]
Deputy

Date: 11 Dec 07

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: [Signature]

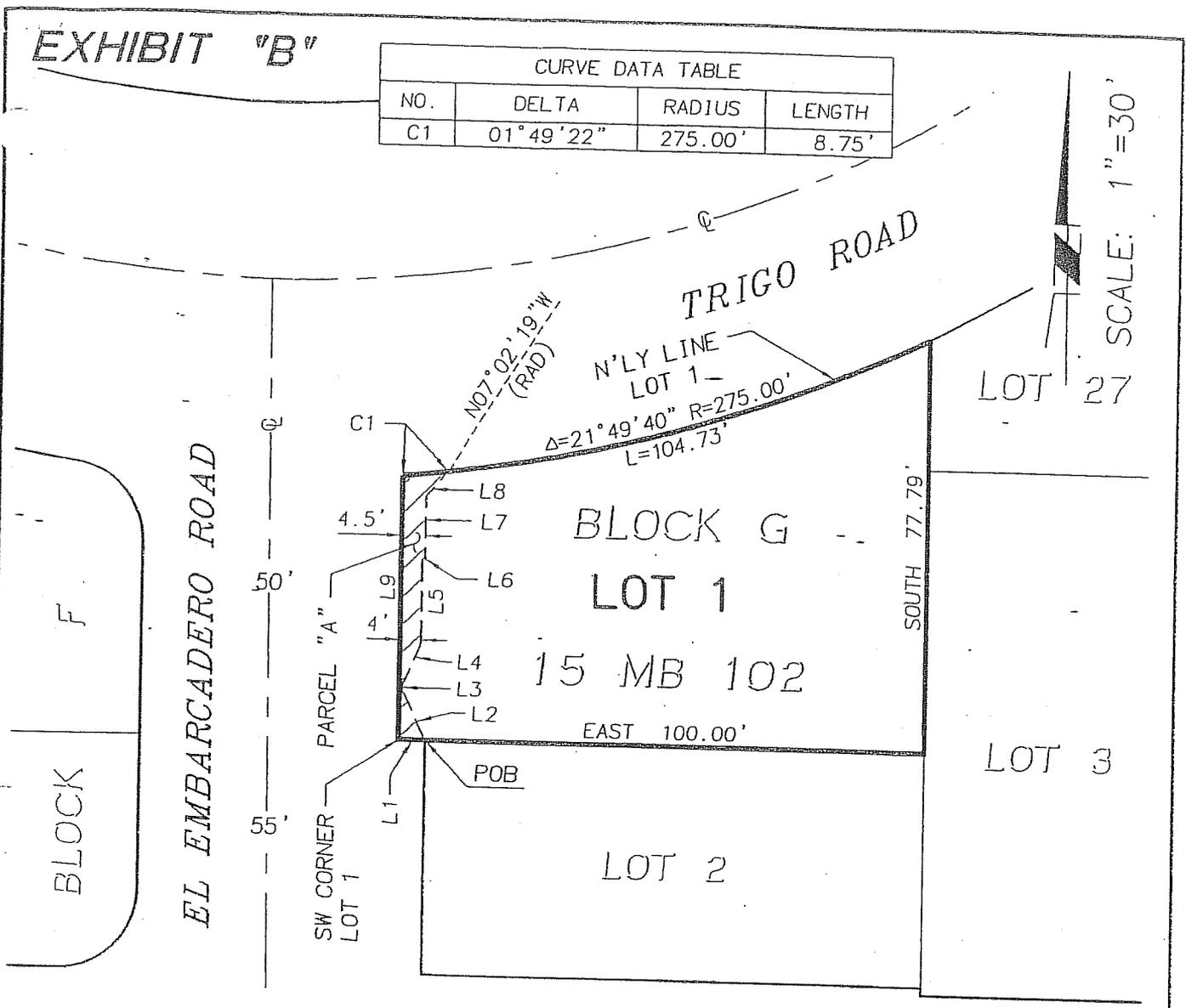
By: [Signature]

APPROVED:

By: [Signature]
Ray Aromatorio
Risk Program Administrator

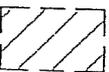
EXHIBIT "B"

NO.	DELTA	RADIUS	LENGTH
C1	01° 49' 22"	275.00'	8.75'



SCALE: 1"=30'

LEGEND:

-  CENTERLINE
-  AREA OF DESCRIPTION

NO.	BEARING	LENGTH
L1	EAST	5.00'
L2	N 25° 03' 44" W	10.59'
L3	N 00° 21' 04" E	0.79'
L4	N 23° 16' 52" E	8.81'
L5	N 00° 00' 01" W	16.06'
L6	S 89° 38' 56" E	0.50'
L7	N 00° 00' 01" W	11.75'
L8	N 42° 01' 48" E	6.27'
L9	NORTH	50.00'



Daniel Walsh 8-31-07
 DANIEL J. WALSH
 PLS 7540, EXP. 12/31/07
 DATE

RBF CONSULTING
 PLANNING • DESIGN • CONSTRUCTION
 5051 VERCUGO WAY, SUITE 300
 CAMARILLO, CALIFORNIA 93012
 805.383.3373 • FAX 805.383.3371 • www.RBF.com

"EASEMENT"
 LOT 1, BLOCK G, 15 MB 102
 THE OCEAN TERRACE TRACT
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

DATE: 8/31/07
 SCALE: 1"=30'
 SHEET: 1 OF 1
 CAD: CRT
 CHK'D: DJW



PERMANENT EASEMENT PURCHASE AND TEMPORARY ENTRY CONTRACT
(Hereinafter the "Contract")

Project: Isla Vista Sidewalks 2007-2008 (County Project # 310312)

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

OWNERS hereby grant to COUNTY, its authorized agents or contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-222-01 and commonly known as 6550 Del Playa Drive, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately two hundred twenty-five (225) square feet and is more particularly described in the Easement Deed (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) within thirty (30) days of recordation of the Permanent Easement by COUNTY.
2. 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.
3. 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.
4. 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.

A. 32
Contract 1

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Permanent Easement Purchase and Temporary Entry 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: Bruce Finstrom
Chair, Board of Supervisors

By: [Signature]
Deputy

Date: 11 Dec 07

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: [Signature]

By: [Signature]

APPROVED:

By: [Signature]
Ray Aromatorio
Risk Program Administrator

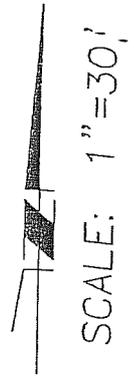
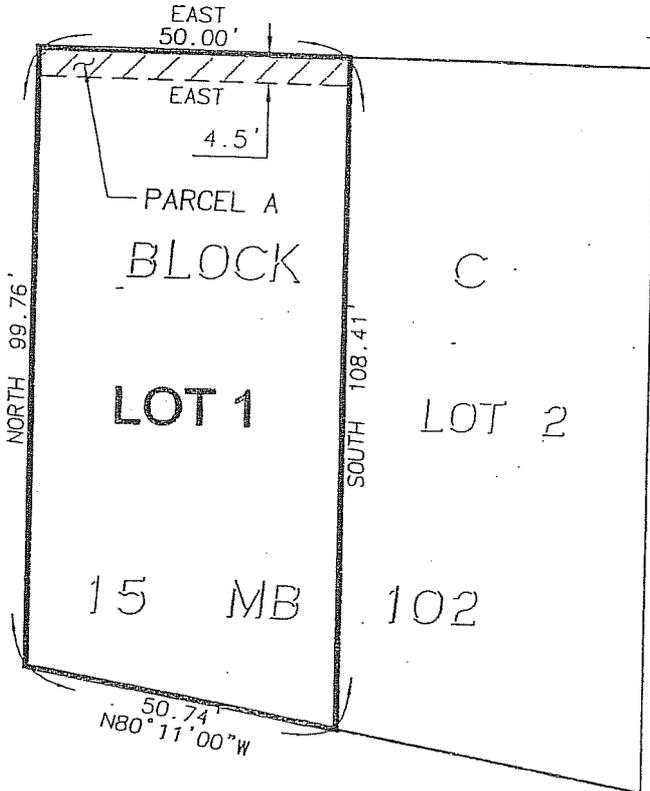
EXHIBIT "B"

BLOCK	D
LOT 1	LOT 2

BLOCK E

EL EMBARCADERO ROAD

EL NIDO LANE



DEL PLAYA DRIVE



LEGEND:

- CENTERLINE
- AREA OF DESCRIPTION

Daniel J. Walsh
 DANIEL J. WALSH
 PLS 7540, EXP. 12/31/07

8-30-07
 DATE

RBF PLANNING • DESIGN • CONSTRUCTION
 5051 VERDUGO WAY, SUITE 300
 CAMARILLO, CALIFORNIA 93012
 805.363.3373 • FAX 805.363.3371 • www.RBF.com

"EASEMENT"
 LOT 1, BLOCK C, 15 MB 102
 THE OCEAN TERRACE TRACT
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

DATE: 8/24/07
 SCALE: 1"=30'
 SHEET: 1 OF 1
 CAD: CRT
 CHK'D: DJW



PERMANENT EASEMENT PURCHASE AND TEMPORARY ENTRY CONTRACT
(Hereinafter the "Contract")

Project: Isla Vista Sidewalks 2007-2008 (County Project # 310312)

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:

OWNERS hereby grant to COUNTY, its authorized agents or contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-221-20 and commonly known as 1020 El Embarcadero Road, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately one hundred (100) square feet and is more particularly described in the Easement Deed (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) within thirty (30) days of recordation of the Permanent Easement by COUNTY.

2. 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.

3. 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.

4. 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.

A-30
Contract

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

"COUNTY"
COUNTY OF SANTA BARBARA

By: Bradley Fivestone
Chair, Board of Supervisors

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: [Signature]
Deputy

Date: 11 Dec 07

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: [Signature]

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

By: [Signature]

APPROVED:

By: [Signature]
Ray Aromatorio
Risk Program Administrator

EXHIBIT "B"

LOT 30

LOT 29

WEST 50.00'

BLOCK D

15 MB 102

LOT 1

LOT 2

SOUTH 100.00'

NORTH 100.00'

PARCEL "A"

EAST

EAST 50.00'

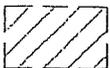
30'

EL NIDO LANE



LEGEND:

⊕ CENTERLINE



AREA OF DESCRIPTION

Daniel J. Walsh
DANIEL J. WALSH
PLS 7540, EXP. 12/31/07

8-30-07
DATE



PLANNING ■ DESIGN ■ CONSTRUCTION

5951 VERDUGO WAY, SUITE 300
CARMARLLO, CALIFORNIA 93012
805.383.3373 • FAX 805.383.3371 • www.RBF.com

"EASEMENT"
LOT 1, BLOCK D, 15 MB 102
THE OCEAN TERRACE TRACT
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

DATE: 8/24/07
SCALE: 1"=20'
SHEET: 1 OF 1
CAD: CRT
CHK'D: DJW





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: September 7, 2010
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Bob Nisbet, Director (560-1011)
General Services Department
Contact Info: Paddy Langlands, (568-3096)
Assistant Director, Support Services Division
SUBJECT: Permanent Easement Purchase Contracts and Easement Deeds for the EI
Embarcadero Improvement Project; Folio 003610; Third Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and execute the attached original and duplicate original Permanent Easement Purchase Contract And Temporary Right of Entry with Valerie Goode Attaway, as Trustee of the Survivor's Trust of the E. Noel Robison Family Trust, Dated March 7, 1995; and Elizabeth W. Wallace, as Surviving Sole Trustee of the Donald C. Wallace, Jr. Family Trust Dated: October 20, 1980 as revised and restated October 14, 1986; for a permanent road and sidewalk easement over a portion of the owners' property known as 1000 EI Embarcadero Road (APN 075-221-001), in the amount of \$1,380.00; and
- b) Accept the attached copy of the Easement Deed (Permanent Easement) to the easement over a portion of the owners' property known as 1000 EI Embarcadero Road (APN 075-221-001), by authorizing the Clerk of the Board to sign the original Certificate of Acceptance attached thereto.
- c) Approve and execute the attached original and duplicate original Permanent Easement Purchase Contract And Temporary Right of Entry with Mark Schneeberger, Trustee of the Mark Schneeberger Living Trust dated September 20, 1999, for a permanent road and sidewalk easement over a portion of the owner's property known as 6541 Sabado Tarde Road (APN 075-

Subject: Permanent Easement Purchase Contracts and Easement Deeds for the El Embarcadero Road Improvement Project;
Folio 003610, Third Supervisorial District
Agenda Date: September 7, 2010
Page 3 of 3

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

Attachments:

- Two (2) Permanent Easement Purchase Contracts (for 1000 El Embarcadero)
- One (1) Copy of Easement Deed w/original Certificate of Acceptance (for 1000 El Embarcadero)
- Two (2) Permanent Easement Purchase Contracts (for 6541 Sabado Tarde)
- One (1) Copy of Easement Deed w/original Certificate of Acceptance (for 6541 Sabado Tarde)

Authored by:

Harrison Heyl, Office of Real Estate Services, General Services Dept.

PERMANENT EASEMENT PURCHASE CONTRACT
AND TEMPORARY RIGHT OF ENTRY
(Hereinafter the "Contract")

Project: El Embarcadero Street Improvement Project

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and VALERIE GOODE ATTAWAY, AS TRUSTEE OF THE SURVIVOR'S TRUST OF THE E. NOEL ROBISON FAMILY TRUST, DATED MARCH 7, 1995; AND ELIZABETH W. WALLACE, AS SURVIVING SOLE TRUSTEE OF THE DONALD C. WALLACE, JR. FAMILY TRUST DATED: OCTOBER 20, 1980 AS REVISED AND RESTATED OCTOBER 14, 1986, hereinafter collectively referred to as "OWNERS", do hereby agree as follows:

OWNERS hereby grant to COUNTY, its authorized agents, contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-221-001 and commonly known as 1000 El Embarcadero Road, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately sixty-nine (69) square feet and is more particularly described in the Easement Deed (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of ONE THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$1,380.00) within thirty (30) days of recordation of the Permanent Easement by COUNTY.

2. The COUNTY, its authorized agents, employees and contractors shall promptly repair any damage to the Property during COUNTY'S entry thereon and protect the Property from any irreparable harm.

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

14. By their signatures, the OWNERS do hereby certify and warrant that they are, collectively, the sole owners of the Property and are authorized to sign this Contract and the subject Easement Deed on behalf of the OWNERS. OWNERS have communicated the contents, rights and duties of this Contract to all parties having an interest in the Property.

15. If any legal action or proceeding arising out of or relating to this Contract is brought by any party to this Contract, the prevailing party(ies) therein shall be entitled to receive from the other party(ies), in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses incurred in the action or proceeding by said prevailing party(ies).

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this 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

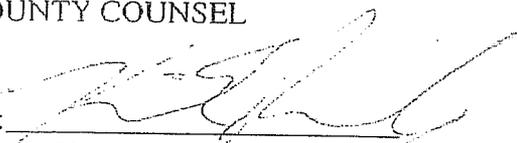
By: _____
Chair, Board of Supervisors
County of Santa Barbara

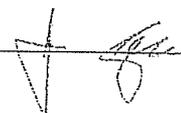
By: _____
Deputy

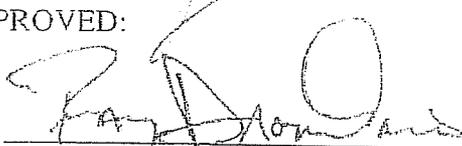
Date: _____

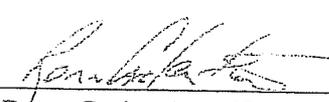
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

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

By: 
Deputy

APPROVED:
By: 
Ray Aromatorio
Risk Program Administrator

APPROVED:
By: 
Ronn Carlentine, SR/WA
Real Property Manager

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

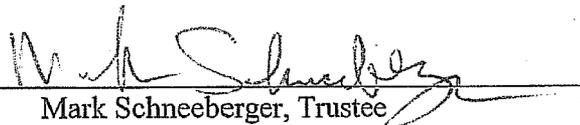
In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective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

DATED AS OF: JANUARY 1, 2010

- "GRANTOR"

MARK SCHNEEBERGER,
Trustee of the Mark Schneeberger Living Trust dated September 20, 1999

By:


Mark Schneeberger, Trustee

ACKNOWLEDGMENT

State of California

County of Marin

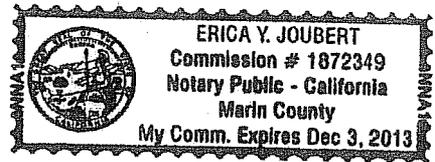
On March 26, 2010, before me, Erica Y. Joubert, a
(Name of Notary)

Notary Public, personally appeared Mark Anton Schneeberger,
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: Erica Y. Joubert (Seal)



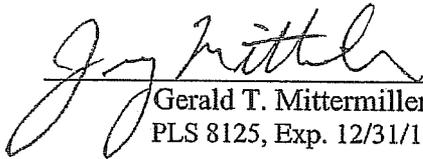
LEGAL DESCRIPTION

That portion of Lot 28 in Block D of The Ocean Terrace Tract in the County of Santa Barbara, State of California, as per map recorded in Book 15, Page 101 through 103 of Maps in the Office of the County Recorder of said County, described as follows:

The northerly 4.00 feet of the westerly 22.00 feet together with the northerly 2.00 feet of the easterly 28.00 feet of said Lot 28.

Containing 144 square feet, more or less.

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


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

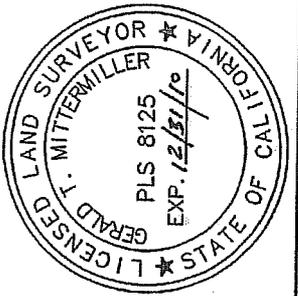
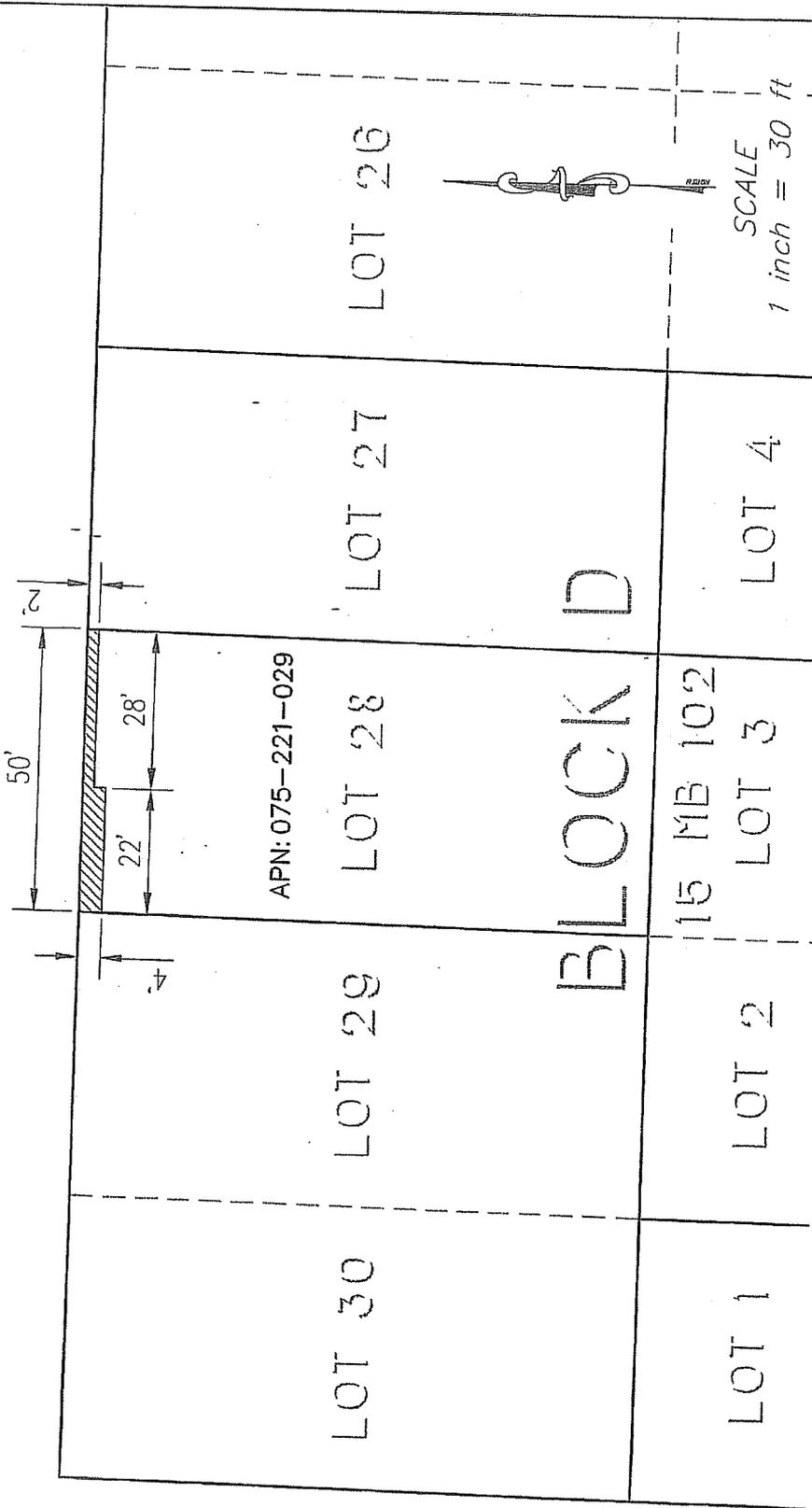


11-10-2009
Date

EXHIBIT B

SABADO TARDE RD

EL EMBARCADERO RD



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

11-10-2009
 DATE

Gerald T. Mittermiller
 GERALD T. MITTERMILLER

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

ISLA VISTA SIDEWALKS EASEMENT

PORTION OF APN: 075-221-029
 LOT 28, BLOCK D, 15 MB 102
 THE OCEAN TERRACE TRACT

SANTA BARBARA COUNTY, CALIFORNIA
 NOVEMBER 2009

S654

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 January 1, 2010, from MARK SCHNEEBERGER, Trustee of the Mark Schneeberger Living Trust dated September 20, 1999, 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 9/7/10, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this 7th day of Sept., 2010.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: [Signature]
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: [Signature]
~~KEVIN E. REARDEN, DEP. COUNTY COUNSEL~~

PERMANENT EASEMENT PURCHASE AND TEMPORARY ENTRY CONTRACT
(Hereinafter the "Contract")

Project: Isla Vista Sidewalks 2007-2008 (County Project # 310312)

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:

OWNERS hereby grant to COUNTY, its authorized agents or contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-221-20 and commonly known as 1020 El Embarcadero Road, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately one hundred (100) square feet and is more particularly described in the Easement Deed (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) within thirty (30) days of recordation of the Permanent Easement by COUNTY.

2. 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.

3. 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.

4. 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.

5. 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.
6. 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.
7. The term of this Contract shall expire no later than December 31, 2008. This Contract may be extended upon mutual written agreement between the parties.
8. COUNTY shall have the right to terminate this Contract at any time prior to COUNTY'S recordation of the Permanent Easement. 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.
9. 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.
10. Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.
11. 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. 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 of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
13. The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.
14. By their signatures, the OWNERS do hereby certify and warrant that they are, collectively, the sole owners of the Property and are authorized to sign this Contract and the subject Easement Deed on behalf of the OWNERS. OWNERS have communicated the contents, rights and duties of this Contract to all parties having an interest in the Property. —

A-30
Contract 2

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Permanent Easement Purchase and Temporary Entry 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: Bradley Fivestone
Chair, Board of Supervisors

By: [Signature]
Deputy

Date: 11 Dec 07

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

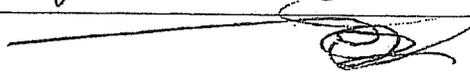
APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]

By: [Signature]

APPROVED:

By: [Signature]
Ray Aromatorio
Risk Program Administrator

By:  _____
 Print Name: Paul S. Orfalea
 Title: Owner

OWNERS:
 P & N PROPERTIES, LLC, a California limited liability company

SIGNATURE PAGE (CONTINUED)

Project: Isla Vista Sidewalks 2007-2008
 Assessor Parcel Number: 075-221-20 (1020 El Embarcadero)
 County Project # 310312

EXHIBIT "B"

LOT 30

LOT 29

WEST 50.00'

BLOCK D

15 MB 102

LOT 1

LOT 2

EL EMBARCADERO ROAD

SOUTH 100.00'

NORTH 100.00'

PARCEL "A"

EAST

EAST 50.00'

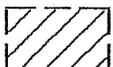
30'

EL NIDO LANE



LEGEND:

☉ CENTERLINE

 AREA OF DESCRIPTION

Daniel J. Walsh

DANIEL J. WALSH
PLS 7540, EXP. 12/31/07

8-30-07
DATE

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
5051 VERDUGO WAY, SUITE 900
CAMARILLO, CALIFORNIA 93012
805.383.3373 • FAX 805.383.3371 • www.RBF.com

"EASEMENT"
LOT 1, BLOCK D, 15 MB 102
THE OCEAN TERRACE TRACT
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

DATE: 8/24/07
SCALE: 1"=20'
SHEET: 1 OF 1
CAD: CRT
CHK'D: DJW



PERMANENT EASEMENT PURCHASE AND TEMPORARY ENTRY CONTRACT
(Hereinafter the "Contract")

Project: Isla Vista Sidewalks 2007-2008 (County Project # 310312)

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

OWNERS hereby grant to COUNTY, its authorized agents or contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-222-01 and commonly known as 6550 Del Playa Drive, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately two hundred twenty-five (225) square feet and is more particularly described in the Easement Deed (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) within thirty (30) days of recordation of the Permanent Easement by COUNTY.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. The term of this Contract shall expire no later than December 31, 2008. This Contract may be extended upon mutual written agreement between the parties.
8. COUNTY shall have the right to terminate this Contract at any time prior to COUNTY'S recordation of the Permanent Easement. 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.
9. 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.
10. Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.
11. 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. 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.
13. The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.
14. By their signatures, the OWNERS do hereby certify and warrant that they are, collectively, the sole owners of the Property and are authorized to sign this Contract and the subject Easement Deed on behalf of the OWNERS. OWNERS have communicated the contents, rights and duties of this Contract to all parties having an interest in the Property.

A-302
Contract 1

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Permanent Easement Purchase and Temporary Entry 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: Bruce Finstone
Chair, Board of Supervisors

By: [Signature]
Deputy

Date: 11 Dec 09

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: [Signature]

By: [Signature]

APPROVED:

By: [Signature]
Ray Aromatorio
Risk Program Administrator

Project: Isla Vista Sidewalks 2007-2008
Assessor Parcel Number: 075-221-01 (1000 EI Embarcadero)
County Project # 310312

SIGNATURE PAGE (CONTINUED)

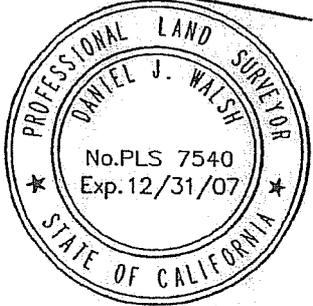
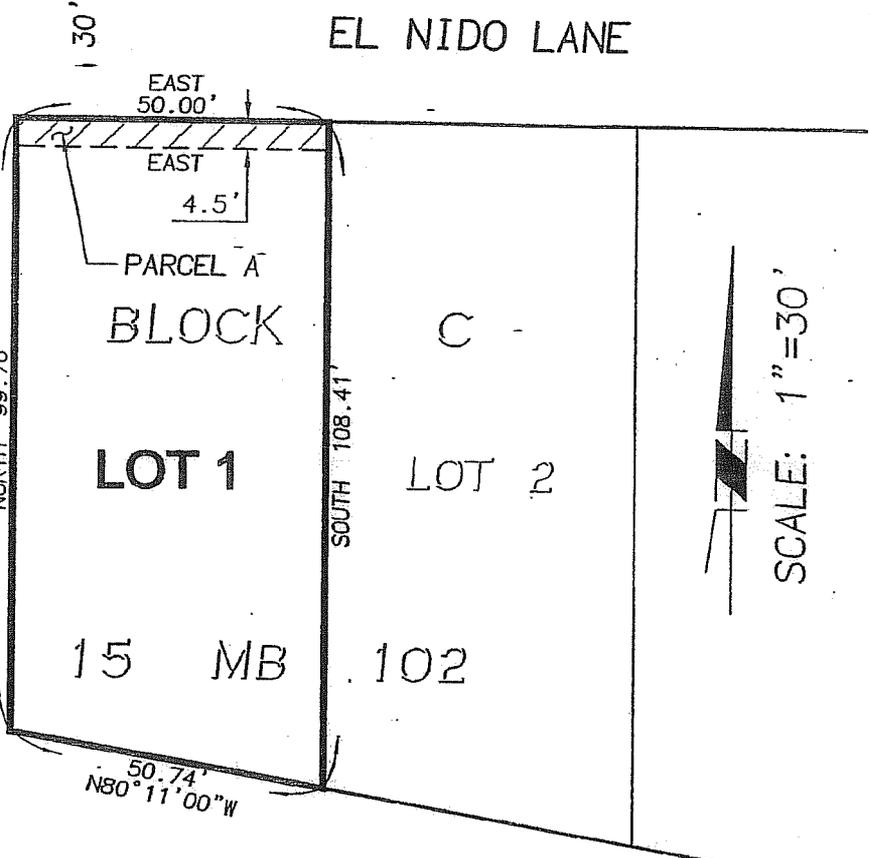
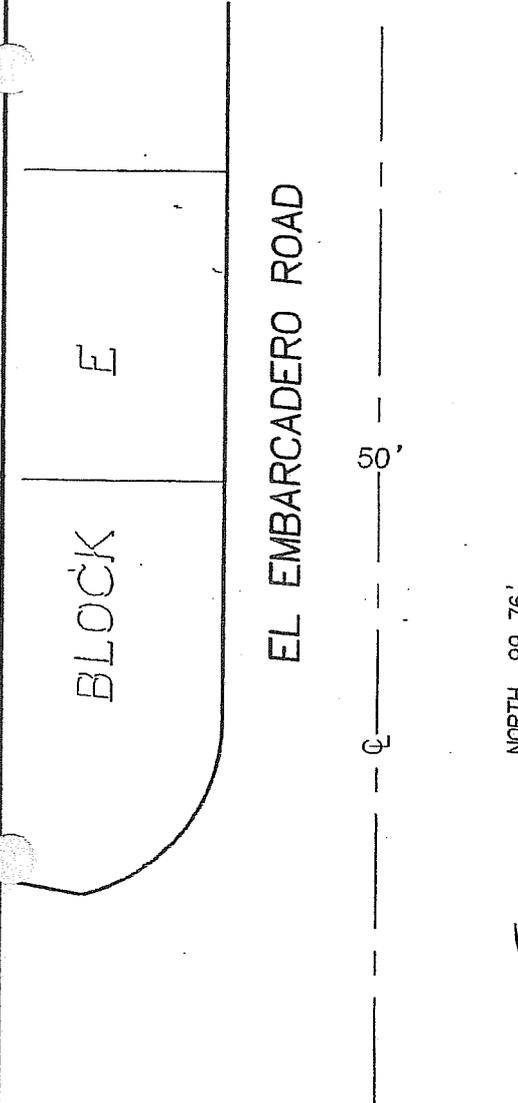
OWNERS:

SMALLENBURG FAMILY, LLC, a California limited liability company

By: Harry Smallenburg
Print Name: Harry Smallenburg
Title: Managing Partner
Smallenburg Family LLC

EXHIBIT "B"

BLOCK	D
LOT 1	LOT 2



LEGEND:

- ☉ CENTERLINE
- AREA OF DESCRIPTION

Daniel J. Walsh
DANIEL J. WALSH
PLS 7540, EXP. 12/31/07

8-30-07
DATE

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
5051 VERDUGO WAY, SUITE 300
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"EASEMENT"
LOT 1, BLOCK C, 15 MB 102
THE OCEAN TERRACE TRACT
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

DATE: 8/24/07
SCALE: 1"=30'
SHEET: 1 OF 1
CAD: CRT
CHK'D: DJW

