AGREEMENT

THIS AGREEMENT, made and entered into this _____________ day of ________________, 1982,

by and between

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as "City";

and

SANTA BARBARA SCHOOL DISTRICT, a public school agency, hereinafter referred to as "Owner"; and SANTA BARBARA COMMUNITY COLLEGE DISTRICT, a public school agency, hereinafter referred to as "Lease-Purchaser";

WITNESSETH:

WHEREAS, Owner owns real property in the City of Santa Barbara, County of Santa Barbara, State of California; and

WHEREAS, City proposes to construct a water production well and appurtenant structures, hereinafter referred to as the "improvements, and

WHEREAS, said improvements will be constructed on a portion of Owner's and Lease-Purchaser's real property that has a legal description as set forth in Exhibit "A" and is hereinafter referred to as the "real property"; and

WHEREAS, Owner will execute an Easement Deed to the City for the real property subject to the following express reservations, exceptions and conditions:

NOW, THEREFORE, it is agreed:

1. Owner, upon execution of this Agreement, shall execute and deliver to City an Easement Deed for the real property described in Exhibit "A", a copy of said Easement Deed is attached hereto and marked Exhibit "B".

2. Owner and Lease-Purchaser do hereby grant to City a temporary construction easement until March 1, 1983, for a portion of Owner's and Lease-Purchaser's real property, said portion is described in Exhibit "C" and shown on Exhibit "D", attached hereto and made a part hereof.
3. The parties hereto agree that said Easement Deed shall not be effective or recorded unless the improvements are approved by the City Council of the City of Santa Barbara and State Health Department of the State of California.

4. At the time of the execution of this Agreement, City shall deposit $50.00 with Owner and Lease-Purchaser to guarantee City's right to purchase the interest in the real property referred to in Exhibit "A". Within one hundred eighty (180) days after the execution of this Agreement, City can request the return of the deposit by Owner and Lease-Purchaser and cancel any and all obligations under this Agreement if the City does not receive the approval of the State Health Department. Owner and Lease-Purchaser agree to return the total deposit to City upon demand.

5. City shall pay Owner and Lease-Purchaser the sum of $7,360.00 less the amount of the deposit referred to above for the interest in the real property described in Exhibit "A" as conveyed by the Easement Deed and Exhibit "C" of this Agreement within thirty (30) days after recordation of said Easement Deed.

6. City agrees to indemnify and hold Owner and Lease-Purchaser harmless from any liability arising out of the City's operations under this Agreement. City further agrees to assume responsibility for any damages caused by reason of City operations under this Agreement and City will, at its option, either repair or pay for any such damages.

7. City agrees to assume the maintenance responsibility and expense of the existing chain link fence along the Northwesterly easement line and provide an access gate to said easement through the existing chain link fence that is offset 5 feet from the Southwesterly easement line.

8. City agrees to construct and maintain a six (6) foot high fence along the sidelines of said easement in a manner subject to the review and approval of Lease-Purchaser's Business Manager.

9. City agrees to alter at it's expense the existing gate apparatus that extends into said easement in a manner subject to the review and approval of Lease-Purchaser's Business Manager.
10. For the purpose of giving any written notice required, notices shall be given as follows:

   To the City: City Clerk  
   City Hall  
   Post Office Drawer P-P  
   Santa Barbara, CA 93102

   To the Owner: Santa Barbara School District  
   720 Santa Barbara Street  
   Santa Barbara, CA 93101
   Attn: Mary T. Gleason, Business Manager

   To the Lease-Purchaser: Santa Barbara Community  
   College District  
   710 Cliff Drive  
   Santa Barbara, CA 93109
   Attn: Charles L. Hanson, Business Manager

11. City agrees that construction of the water production well improvements together with a temporary security fence enclosure, shall be substantially completed prior to September 12, 1982 so that there shall be no interruption or impediment to Owner's use of parking lot facilities adjacent to the real property.

12. City and Owner and Lease-Purchaser have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration for said easement described in Exhibit "A" and Exhibit "C" and shall relieve the City and Owner and Lease-Purchaser of all further obligations or claims on this account or as a result of the proposed improvement.
IN WITNESS WHEREOF, City and Owner and Lease-Purchaser have executed this Agreement as of the date herein set forth.

APPROVED AS TO CONTENT:

CITY OF SANTA BARBARA,
a municipal corporation

Public Works Director

Mayor

APPROVED AS TO FORM:

ATTEST:

City Clerk

SANTA BARBARA SCHOOL DISTRICT

By Mary T. Gleason

Business Manager

Title

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By Charles L. Hanson

Business Manager

Title

Note: This Agreement will be recorded. Your signature(s) must be acknowledged by a notary public. Inform the notary that the acknowledgement is for an instrument to be recorded. (California Civil Code 1169, et sqq.)
A portion of Block 9 of Neals Addition in the City of Santa Barbara, as shown in Book B at Page 139 of Miscellaneous Maps, recorded August 15, 1873 in the Office of the County Recorder, County of Santa Barbara, State of California, said portion being more particularly described as follows:

Beginning at the most southerly corner of said Block 9, being the intersection of the northwesterly line of Padre Street and the northeasterly line of Castillo Street; thence northwesterly along the northeasterly line of Castillo Street 305.00 feet to the true point of beginning; thence the following courses and distances as follows:

1st, northeasterly 29.00 feet on a line perpendicular to the northeasterly line of Castillo Street;

2nd, northwesterly 5.00 feet on a line parallel to and 29.00 feet distant from the northeasterly line of Castillo Street;

3rd, northeasterly 11.00 feet on a line perpendicular to the northeasterly line of Castillo Street;

4th, northwesterly 15.00 feet on a line parallel to and 40.00 feet distant from the northeasterly line of Castillo Street to a point on the southeasterly boundary of the real property described in the Grant Deed filed for record April 8, 1980 as Reel No. 80-14458 in the Office of the Santa Barbara County Recorder;

5th, southwesterly 40.00 feet along the southeasterly boundary of the real property described in said Reel No. 80-14458 to the northeasterly line of Castillo Street;

6th, southeasterly 20.00 feet along the northeasterly line of Castillo Street to the true point of beginning.
Recording requested by and when recorded, please return to:

City Clerk
City Hall
Santa Barbara, CA 93101

EXHIBIT "B"

APN:

W A T E R W E L L E A S E M E N T D E E D

Santa Barbara School District, a public school agency; does hereby grant to the CITY OF SANTA BARBARA, a municipal corporation, an easement for the installation, use, maintenance, repair and replacement of a water production well and appurtenant structures in, on, over, under, along, through and across that certain parcel of real property in the County of Santa Barbara, State of California, described in Exhibit "A" which is attached hereto.

GRANTOR: (see Note below)

ATTEST:

SANTA BARBARA SCHOOL DISTRICT

By ____________________________   By ____________________________

Note: This Easement Deed will be recorded. Your signature(s) must be acknowledged by a notary public. Inform the notary that the acknowledgement is for an instrument to be recorded. (California Civil Code 1169, et seq.)
A portion of Block 9 of Neals Addition in the City of Santa Barbara, as shown in Book B at page 139 of Miscellaneous Maps, recorded August 15, 1873 in the Office of the County Recorder, County of Santa Barbara, State of California, said portion being more particularly described as follows:

Beginning at the most southerly corner of said Block 9, being the intersection of the northwesterly line of Padre Street and the northeasterly line of Castillo Street; thence northwesterly along the northeasterly line of Castillo Street 225.00 feet to the true point of beginning; thence the following courses and distances as follows:

1st, northeasterly 50.00 feet on a line perpendicular to the northeasterly line of Castillo Street;

2nd, northwesterly 100.00 feet on a line parallel to and 50.00 feet distant from the northeasterly line of Castillo Street to a point on the southeasterly boundary of the real property described in the Grant Deed filed for record April 8, 1980 as Reel No. 80-14458 in the Office of the Santa Barbara County Recorder;

3rd, southwesterly 50.00 feet along the southeasterly boundary of the real property described in said Reel No. 80-14458 to the northeasterly line of Castillo Street;

4th, southeasterly 100.00 feet along the norheasterly line of Castillo Street to the true point of beginning.
Preliminary Plot Plan for Padre Well
For the City of Santa Barbara

Drawn By: M. Gomes
Date: 7-13-82

DATA:
A.P.N.: 25-222-07
Zone: R-2

The basement is requested to provide space to construct a water well (500' deep), an equipment bldg (2,150 sq.), and above grade well head piping.

EXHIBIT "D"