



Agenda Item B.8
CONSENT CALENDAR
Meeting Date: January 15, 2019

TO: Mayor and Councilmembers

FROM: Charles Ebeling, Public Works Director

CONTACT: Teresa Lopes, Senior Project Engineer

SUBJECT: Right of Way Agreement, Grant Deed and Temporary Construction Easement (TCE) Deed for Segment 1 of the San Jose Creek Bike Path Middle Extent Project

RECOMMENDATION:

Approve and authorize the City Manager to and execute a Right of Way Agreement, Grant Deed, and Temporary Construction Easement (TCE) Deed from S.B. Kellogg Owners Association for Segment 1 of the San Jose Creek Bike Path Middle Extent Project.

BACKGROUND:

The San Jose Creek Bike Path Project as a whole extends approximately three miles alongside San Jose Creek from Cathedral Oaks Road to the Atascadero Creek Bikeway at Goleta Beach. This project provides an alternative means of transportation for commuters as well as a source of recreation. The major component of the project is a proposed separated bike path facility (Class I). Some sections proposed are bike lanes (Class II) and signed bike routes (Class III).

The project is divided into three proposed segments historically referred to as "extents". The Northern Extent project extends from Cathedral Oaks Road to Calle Real and lies within the County of Santa Barbara, except for a small portion within the City already constructed as part of the Maravilla development. The Middle Extent project (CIP No 9007) extends from Calle Real to Hollister Avenue and lies completely within the City. The Southern Extent project (CIP No 9006) extends from Hollister Avenue south to the Atascadero Creek Bikeway near Goleta Beach and lies mostly in the City with the southern-most section in Santa Barbara County. The City is currently the lead agency in the implementation of the Southern Extent project and is working collaboratively with the County on a Cooperative Agreement, which will be brought to the Council at a later date. Each of the San Jose Creek Bike Path projects has independent utility, meaning that there is value in each segment as stand-alone projects.

Public Works has submitted a grant application to Cycle 4 of the Active Transportation Program (ATP) for design and construction of the Middle Extent and Southern Extent projects. Results will be announced after the end of January 2019.

The San Jose Creek Bike Path Middle Extent Project

The San Jose Creek Bike Path Middle Extent Project will construct a Class I Bike Path along the west side of San Jose Creek extending from Calle Real to Hollister Avenue. The half mile long middle section is a particularly key segment because it will not only provide a direct link between the proposed northern and southern segments, but will also add a direct connection between Calle Real and Old Town Goleta for active transportation modes, removing the barriers of the Union Pacific Railroad (UPRR) tracks and the busy US101 freeway interchanges.

The Middle Extent project has been broken into two segments for the purpose of phasing the design and construction of the project. Each segment has independent utility as a project and will provide a valuable link for users.

➤ Segment 1

Segment 1 of the bike path extends from Armitos Avenue south to Hollister Avenue. This portion of the bike path is adjacent to the new Jonny D. Wallis Neighborhood Park and provides a connection between the new park and Armitos Park located at the end of Armitos Avenue. Segment 1 design is essentially complete with northern portion, adjacent to the Jonny D. Wallis Neighborhood Park Project (CIP No. 9035), currently under construction with the park. Park construction will be complete by March 2019.

Construction of the path from the northern boundary of the park to Armitos Ave was originally included as a bid alternate item for construction with the park project. Environmental permitting issues have delayed the construction of this portion of the bike path and construction cannot begin until the Streambed Alteration Notification process has been completed with California Department of Fish and Wildlife. To avoid impact and delay to the park project construction schedule, the bid alternate will be eliminated from the park project. Public works is evaluating opportunities for construction of this portion of the bike path as a separate project as well as considering construction along with the adjacent Community Garden project which is anticipated to go to construction later in 2019.

➤ Segment 2

Segment 2 of the bike path extends from Armitos Avenue north to Calle Real. This portion of the path is currently in the conceptual design, and environmental review phase. Public Works has been collaborating closely with Caltrans and UPRR during this preliminary phase. A successful ATP grant application will help to fund the future design, right of way and construction phases.

DISCUSSION:

The right of way acquisition at Kellogg Ranch will help to facilitate the continued construction of Segment 1 of the Middle Extent Project north of the new Park to Armitos Ave. The majority of the bike path to be constructed from the northern boundary of the new Park to Armitos Ave lies within existing City owned property with the exception of a short approximately 200 ft long section which is located on private property referred to as "Kellogg Ranch" (Assessor's Parcel No. 071-340-001 thru 007). This property is owned by S.B. Kellogg Owners Association (Kellogg Ranch Home Owners Association). Right of way must be acquired from Kellogg Ranch Home Owners Association (HOA) for the construction of the San Jose Creek Bike Path.

The property to be acquired extends from the western limits of the bike path to the current property line located approximately 50 feet to the east (See Attachment 1, Exhibit 1 Grant Deed). The cost of such acquisition is \$68,000. (See Attachment 1 Right of Way Agreement) A temporary construction easement (TCE) will also be acquired for purposes of constructing the bike path which will commence upon beginning of construction in the area and terminate upon construction completion (Attachment 1, Exhibit 2 TCE Deed).

A Preliminary Title Report was obtained for the property and it showed that there were no identified issues or title encumbrances listed that are of concern in obtaining the property. All deeds of trust affecting individual owners will be cleared as part of the escrow process, which will commence immediately after approval of the Right of Way Agreement. The City will not take ownership of the property until title has been cleared as part of the escrow process.

FISCAL IMPACTS:

The total cost for the Right of Way acquisition at Kellogg Ranch including costs for construction of new fencing along the bike path totals \$68,400. There is sufficient budget to cover the costs associated with the right of way acquisition and no additional appropriations are necessary.

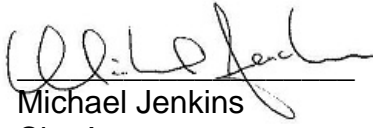
San Jose Creek Bike Path Middle Extent Project Budget FY 18/19				
Account	Fund Type	FY17/18 Adopted Budget	YTD Actual + Encumbrance	Available Budget
220-5-9007-706	GTIP	\$792,706	\$57,247	\$735,459
305-5-9007-706	RSTP	\$555,164	\$38,618	\$516,546
Total		\$1,347,870	\$95,865	\$1,252,005

ALTERNATIVES:


The City Council may elect not to Approve and authorize the City Manager to execute the Right of Way Agreement, Grant Deed, and Temporary Construction Easement (TCE) Deed from S.B. Kellogg Owners Association for Segment 1 of the San Jose Creek Bike Path Middle Extent Project. Doing so would delay acquisition of the property necessary

for construction of the San Jose Creek Bike Path Middle Extent and will delay the ability to construct the project.

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Right of Way Agreement, Grant Deed, and Temporary Construction Easement Deed dated December 6, 2018 from S.B. Kellogg Owners Association, Inc. for the San Jose Creek Bike Path Project.

ATTACHMENT 1

Right of Way Agreement, Grant Deed, and Temporary Construction Easement Deed dated December 6, 2018 from S.B. Kellogg Owners Association, Inc. for the San Jose Creek Bike Path Project

PARCEL NO.: AP# 071-340-001 – 007 (Common Area)
PROJECT: City of Goleta–San Jose Creek Bike Path Project
OWNER: S.B. Kellogg Owners Association, Inc.

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into by and between

S.B. Kellogg Owners Association, Inc. (hereinafter called "Grantor") and

THE CITY OF GOLETA, a municipal corporation in the County of Santa Barbara, State of California (hereinafter called "City").

Instruments in the form of a Grant Deed and Temporary Construction Easement Deed ("Deeds") covering the property particularly described therein ("Property") have been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Deeds and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **\$68,400 SIXTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS**) as consideration in full for the herein real property interests, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid within sixty days of City acceptance of this Agreement.

B. RECORDATION OF INSTRUMENT - Accept the Deeds herein referenced and at City's option, City may cause the same to be recorded in the office of the Santa Barbara County Recorder.

C. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien as of the date of recording of the Deeds.

E. CONSTRUCTION AND RESTORATION – Shall maintain existing access from/to Kellogg Avenue at all times during construction. With the exception of vegetation, upon completion of construction, shall generally restore the temporary construction easement area to a comparable or better condition as that which existed prior to City's project construction, to the extent reasonably practical. City shall protect in place or restore Grantor's existing chain link fence. Grantor grants permission to City to enter on Grantor's land for purposes of restoring the fence. Grantor understands and agrees that upon completion of any such construction contract and restoration work, said fencing will become the sole property of Grantor and Grantor will be responsible for all future maintenance, repair and replacement.

F. INDEMNIFICATION - Indemnify and hold harmless the Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees or agents specifically arising from City construction and restoration work on Grantor's Property during the Temporary Construction Easement period specified in the referenced Deed.

3. The Grantor:

A. LEASE INDEMNIFICATION - Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

B. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter upon the subject lands prior to recordation of the Deeds and after City approval of this Agreement for the purposes of inspection, survey, and construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deeds.

C. SUPPLEMENTAL FORMS - Agrees to provide all required supplemental forms necessary to complete this transaction, including a W-9 Form required for payment processing.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Grant Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow

funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
 - a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.
 - b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
 - c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.
 - d) Following recording of the Grant Deed from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$60,000 issued by a title company of City's choice showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - 1) Real Property Taxes for the fiscal year in which escrow closes;
 - 2) Public utility easements and public rights of way; and
 - 3) Other items that may be approved in writing by City in advance of the close of escrow.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor is unable to deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the real property interests described in the referenced Deeds, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. GRANTOR'S INDEMNIFICATION – TITLE. In consideration of the City waiving any defects and imperfections in the record title, the undersigned Grantor covenants and agrees to indemnify and hold the City harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

D. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

E. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.


F. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

G. CITY COUNCIL APPROVAL – This Agreement is subject to and conditioned upon approval by the Goleta City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

H. LEGAL EXPENSES - In the event any party to this Agreement commences any legal proceeding concerning any aspect of this Agreement, including, but not limited to, the interpretation or enforcement of any of its provisions or due to a bona fide dispute, breach, default, or misrepresentation in connection with any aspect or provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses incurred in connection with the action or proceeding, including, without limitation, expert witness fees, court reporter fees and collection expenses, whether or not such action proceeds to judgment.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
S.B. Kellogg Owners Association, Inc.

By 

Reilly Pollard
President

Dated: 12/6/18

GRANTOR'S MAILING ADDRESS:
S.B. Kellogg Owners Association, Inc.
c/o Reilly Pollard, President
106 S. Kellogg Avenue
Goleta, CA 93117

CITY OF GOLETA,
A municipal corporation

By _____
Michelle Greene
City Manager

Dated: _____

ATTEST:

By _____
Deborah S. Lopez
City Clerk

Dated: _____

APPROVED AS TO FORM:

By _____
Michael Jenkins, City Attorney

Dated: _____

MAILING ADDRESS OF CITY:
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Recording requested by:
Hamner, Jewell & Associates, Inc.

When recorded, return to:
City of Goleta
City Clerk's Office
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 071-340-001 through -007 (portion)

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED

S.B. Kellogg Owners Association, Inc., owner of all that real property in the City of Goleta, County of Santa Barbara, State of California, commonly known as 98 through 110 S. Kellogg Avenue, Goleta, California, designated County Assessor's Parcel Number 071-340-001 to -007 (hereafter "Real Property"), GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

CITY OF GOLETA, a municipal corporation, its successors and assigns, as GRANTEE,

in fee all that certain portion of GRANTOR's Real Property that is situated in the City of Goleta, County of Santa Barbara, State of California, more particularly described and depicted in Exhibit "A," attached hereto and incorporated herein by this reference.

GRANTOR represents and warrants it is the owner of the Real Property described herein and is the authorized signatory to execute this Deed, and that no additional signatures are required to carry out this conveyance.

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

S.B. Kellogg Owners Association, Inc.

By


Reilly Pollard, President

APN: 071-340-001 to 007 (portion)

ACKNOWLEDGMENT

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

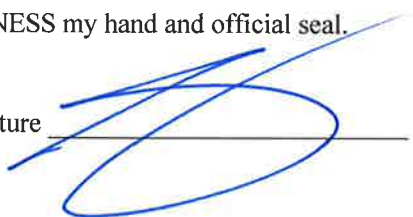
State of California
County of Santa Barbara

On December 6, 2018 before me, Cathy A. Springford, Notary Public, personally appeared Reilly Pollard, 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

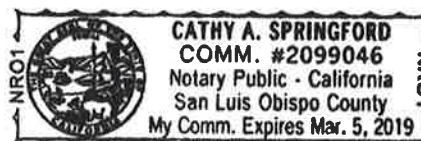
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) s.s.
CITY OF GOLETA)

This is to certify that the interest in real property conveyed by the **GRANT DEED** dated _____, from **S.B. Kellogg Owners Association, Inc., GRANTOR** therein, to the **CITY OF GOLETA** a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Goleta pursuant to authority conferred by Resolution No. **08-01** of the Goleta City Council adopted on **January 15, 2008**, and the City of Goleta as **GRANTEE** consents to the recordation thereof by its duly authorized officer.

By: Deborah S. Lopez
City Clerk

Date: _____

San Jose Creek Bike Path

Legal Description

Address: 110 S. Kellogg Ave

A portion land in the City of Goleta, County of Santa Barbara, State of California being a portion of Parcel 3 of Parcel Map 13,430 recorded in Book 31 of Parcel Maps at pages 97-98 in the office of the County Recorder of said County and State, more particularly described as follows:

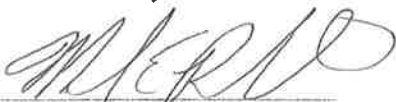
Beginning at the Southeast corner of said Parcel 3; thence,

- 1st Along the southerly boundary of said Parcel 3, North $89^{\circ}01'32''$ West 41.63 feet; thence,
- 2nd North $22^{\circ}51'20''$ East, 27.77 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 91.81 feet and a central angle of $17^{\circ}11'43''$; thence,
- 3rd along the arc of said curve in a northeasterly direction 27.55 feet; thence,
- 4th North $40^{\circ}03'04''$ East, 8.73 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 58.48 feet and a central angle of $27^{\circ}41'59''$; thence,
- 5th along the arc of said curve in a northerly direction 28.27 feet; thence,
- 6th North $12^{\circ}21'04''$ East, 6.07 feet; thence,
- 7th North $03^{\circ}55'10''$ East, 22.55 feet to a point on the northerly boundary of said Parcel 3; thence,
- 8th Along said northerly boundary South $89^{\circ}01'32''$ East, 52.32 feet to the northeast corner of said Parcel 3; thence,
- 9th Along the easterly boundary of said Parcel 3 South $27^{\circ}25'55''$ West, 122.88 feet to the point of beginning.

Containing an area of 4,715.85 square feet, more or less and is shown on the plat attached hereto and made a part hereof.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: _____

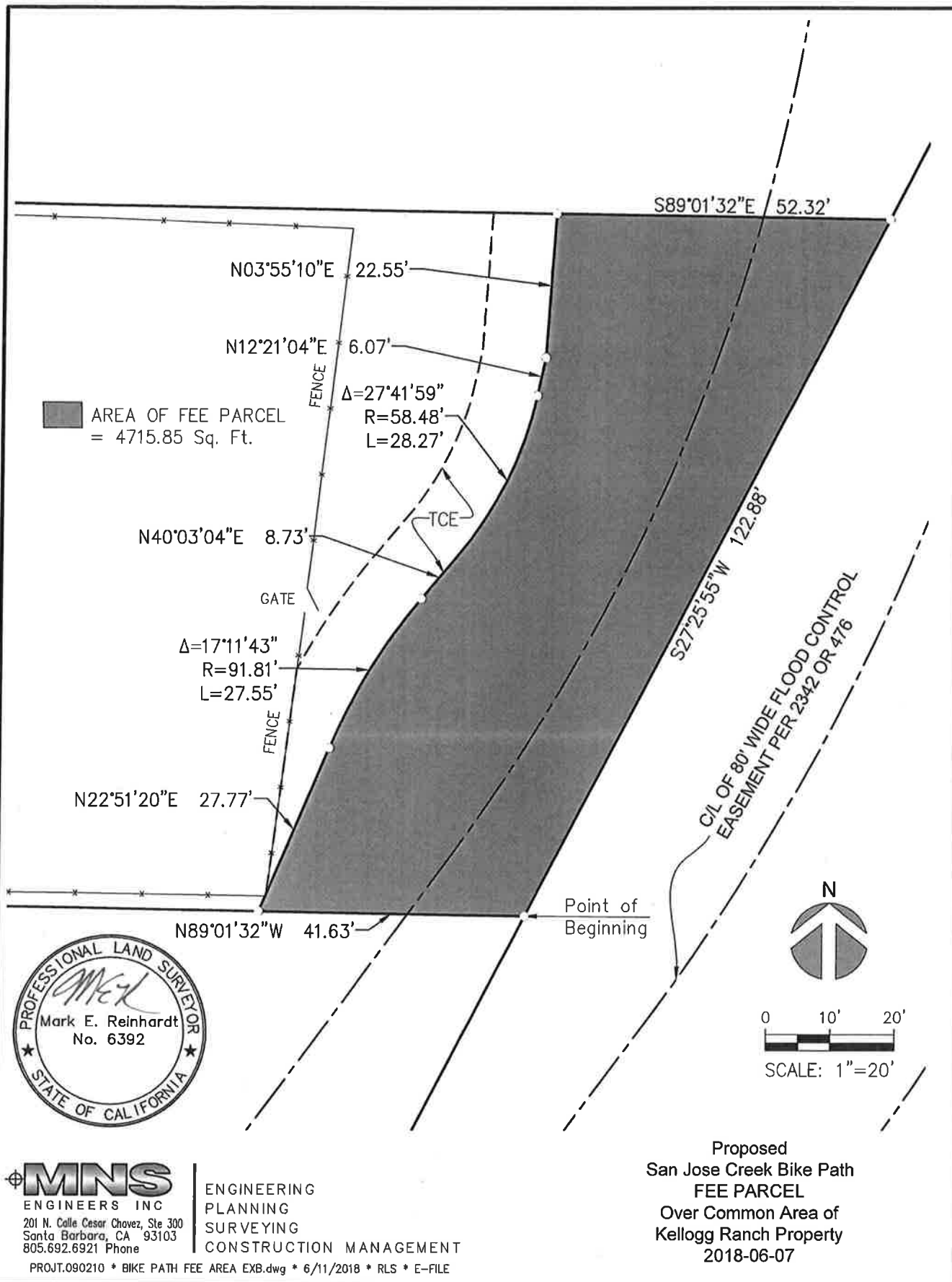


Mark E. Reinhardt, PLS

Date: _____

7/10/2018





Recording requested by:
Hamner, Jewell & Associates

When recorded, return to:
City of Goleta
City Clerk's Office
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: City Clerk

APN: 071-340-001 to -007 (common area)

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and
Taxation Code § 11922

TEMPORARY CONSTRUCTION EASEMENT DEED

S.B. Kellogg Owners Association, Inc., hereinafter referred to as "GRANTOR," is owner of that real property in the City of Goleta, County of Santa Barbara, State of California, commonly known as the common area of 98 through 110 S. Kellogg Avenue, Goleta, California, identified as County Assessor's Parcel Number 071-340-001 to -007 (hereinafter referred to as the "Real Property").


For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to the City of Goleta, a municipal corporation, and its successors and assigns, referred to collectively as "GRANTEE", a **Temporary Construction Easement** for the purposes of facilitating construction of the San Jose Creek Bike Path, including the right to remove vegetation, place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, and across that certain parcel of land depicted in Exhibit "A," attached hereto and incorporated herein. Said Temporary Construction Easement shall commence ten (10) days after issuance by GRANTEE of a Notice of Commencement of Construction, which shall be issued to GRANTOR by U.S. Mail, and shall automatically terminate upon completion of construction of the path and restoration of the Easement Area or December 31, 2021, whichever occurs first. Upon completion of construction of the path, said Temporary Construction Easement Area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical, and excepting vegetation.

This grant of easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns to the parties hereto.

Signatures appear on next page...

GRANTOR:

S.B. Kellogg Owners Association, Inc.

By 
Reilly Pollard
President

ACKNOWLEDGMENT

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

State of California

County of Santa Barbara

On December 6, 2018 before me, Cathy A. Springford, Notary Public, personally appeared Reilly Pollard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) s.s.
CITY OF GOLETA)

This is to certify that the interest in real property conveyed by the **TEMPORARY CONSTRUCTION EASEMENT DEED** dated _____, from **S.B. Kellogg Owners Association, Inc.**, **GRANTOR** therein, to the **CITY OF GOLETA**, a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Goleta pursuant to authority conferred by Resolution No. **08-01** of the Goleta City Council adopted on **January 15, 2008**, and the City of Goleta as **GRANTEE** consents to the recordation thereof by its duly authorized officer.

By: _____
Deborah S. Lopez
City Clerk

3

San Jose Creek Bike Path
Temporary Construction Easement
Legal Description
Address: 110 S. Kellogg Ave

A portion land in the City of Goleta, County of Santa Barbara, State of California being a portion of Parcel 3 of Parcel Map 13,430 recorded in Book 31 of Parcel Maps at pages 97-98 in the office of the County Recorder of said County and State, more particularly described as follows:

Commencing at the Southeast corner of said Parcel 3; thence,

- 1st Along the southerly boundary of said Parcel 3, North $89^{\circ}01'32''$ West 41.63 feet; thence,
- 2nd North $22^{\circ}51'20''$ East, 2.93 feet to the point of beginning; thence,
- 3rd North $22^{\circ}51'20''$ East, 24.84 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 91.81 feet and a central angle of $17^{\circ}11'43''$; thence,
- 4th along the arc of said curve in a northeasterly direction 27.55 feet; thence,
- 5th North $40^{\circ}03'04''$ East, 8.73 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 58.48 feet and a central angle of $27^{\circ}41'59''$; thence,
- 5th along the arc of said curve in a northerly direction 28.27 feet; thence,
- 6th North $12^{\circ}21'04''$ East, 6.07 feet; thence,
- 7th North $03^{\circ}55'10''$ East, 22.55 feet to a point on the northerly boundary of said Parcel 3; thence,
- 8th Along said northerly boundary North $89^{\circ}01'32''$ West, 10.01 feet; thence,
- 9th South $03^{\circ}55'10''$ West, 21.31 feet; thence,
- 10th South $12^{\circ}21'04''$ West, 5.32 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 48.48 feet and a central angle of $27^{\circ}41'59''$; thence,
- 11th along the arc of said curve in a southwesterly direction 23.44 feet; thence,
- 12th South $40^{\circ}03'04''$ West, 8.73 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 101.81 feet and a central angle of $11^{\circ}52'19''$; thence,
- 13th along the arc of said curve in a southwesterly direction 21.10 feet; thence,
- 14th South $07^{\circ}16'27''$ West, 35.59 feet to the point of beginning.

Containing an area of 983.52 square feet, more or less and is shown on the plat attached hereto and made a part hereof.

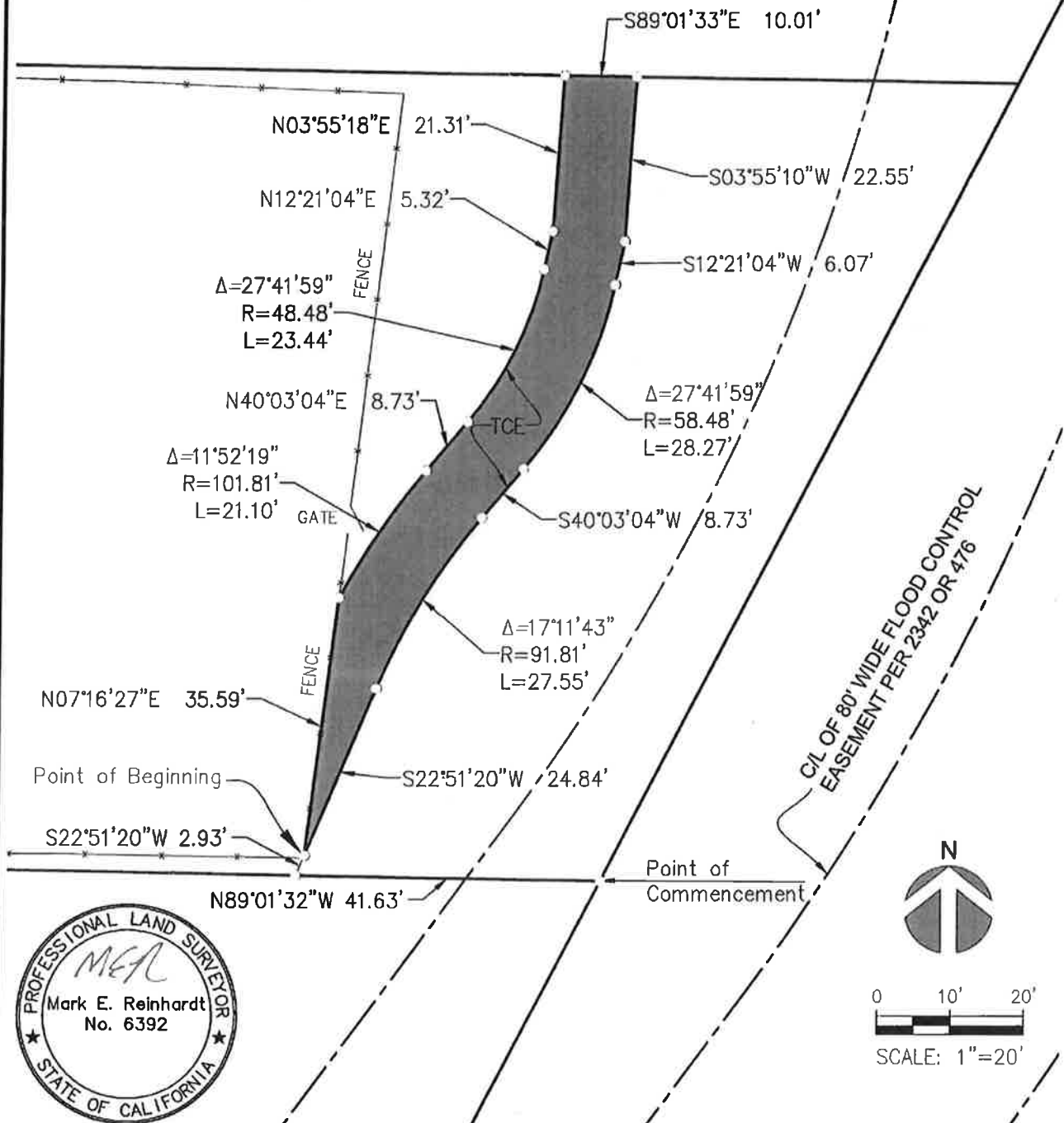
This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: 
Mark E. Reinhardt, PLS

Date: 6/11/2018



AREA OF TEMPORARY CONSTRUCTION EASEMENT (TCE)
= 983.52 Sq. Ft.



MNS
ENGINEERS INC

201 N. Calle Cesar Chavez, Ste 300
Santa Barbara, CA 93103
805.692.6921 Phone

ENGINEERING
PLANNING
SURVEYING
CONSTRUCTION MANAGEMENT

PROJT.090210 * BIKE PATH TCE AREA EXB.dwg * 6/8/2018 * RLS * E-FILE

Proposed
San Jose Creek Bike Path
TEMPORARY CONSTRUCTION EASEMENT
Over Common Area of
Kellogg Ranch Property
2018-06-07