



Agenda Item A.3
CONSENT CALENDAR
Meeting Date: July 7, 2020

TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Gerald Comati, Project Manager

SUBJECT: Approval of Acquisition Agreement for Real Property Required for the Ekwill Street and Fowler Road Extensions Project and the Hollister Avenue Bridge Project

RECOMMENDATION:

Approve and authorize the City Manager to execute an Acquisition Agreement between the City of Goleta and Bottiani Properties, LLC and Waters Cardenas Land Surveying, LLP, and all necessary related documents for acquisition of real property required for the Ekwill Street and Fowler Road Extensions Project and the Hollister Avenue Bridge Project at a purchase price of \$3 Million.

BACKGROUND:

The City's Ekwill Street and Fowler Road Extensions Project (Ekwill-Fowler Project) and Hollister Avenue Bridge replacement over San Jose Creek Channel are two projects located in Goleta Old Town that have been in development for a number of years and are considered two of the highest priority transportation projects in the City. The two projects are closely intertwined because they overlap each other along Hollister Avenue near the Hollister Avenue intersection with the southbound ramps of State Route 217. This overlap prompted the joint decision by the City and Caltrans to construct the two projects under a single construction contract and thereby minimize disruption and lane closures along Hollister Avenue during construction. This overlap also results in right of way acquisition needs for both projects from some of the same properties.

For the Ekwill-Fowler Project the majority of, but not all, right of way required for the project was acquired between 2014 and 2017. The right of way required for the Hollister Avenue Bridge project is located along the San Jose Creek Channel and at Hollister Avenue. Updated appraisals were completed at the end of 2018 for all the properties and offers were subsequently made in early 2019. As of April 2019, for both projects, negotiations to acquire the properties needed along the channel and at Hollister Avenue continued; however, a parallel track of initiating eminent domain to obtain the properties began in order to meet the delivery schedule of the projects and not jeopardize construction grant funding. In May 2019, the City Council approved a Resolution of

Necessity for the condemnation of the required properties that had not been obtained through negotiated settlement yet.

Two of the properties for which a Resolution of Necessity was approved have now been successfully negotiated for acquisition by agreement. These two properties are located on the south side of Hollister Avenue in between the San Jose Creek Channel and State Route 217. The two properties form an upside-down triangle with the base at Hollister Avenue. The top property is located on Hollister Avenue and is leased out to Mission Leasing. This property is owned by Bottiani Properties, LLC. The second property forms the apex of the triangle and lies to the south of the first property. This property contains business condominiums jointly owned by Bottiani Properties, LLC and Waters Cardenas Land Surveying, LLP. Staff seeks Council's authorization to enter into an agreement to acquire these two properties.

DISCUSSION:

The partial-take valuations of the appraisals for the Bottiani/Mission Leasing property and for the Bottiani/Waters Cardenas property were based on the need for Temporary construction Easements, Temporary Access Easements, a Permanent Fee Take, and Permanent Flood Control Easements. The appraisals also assessed full-take valuations.

Following the Resolution of Necessity in May 2019, the City project team assessed the Ekwil-Fowler and Hollister Bridge construction impacts on the properties, and in conjunction with Caltrans, it was concluded that there was justification for the City to consider the full acquisition of the properties. Caltrans, with oversight responsibility for the grant funding for the projects, concurred that full take acquisitions would be warranted, and grant funding could be applied. To this end, the City's right of way team successfully negotiated a single agreement between the City and Bottiani Properties, LLC and Waters Cardenas Land Surveying, LLP, for the purchase of the two properties.

Following completion of construction of the Ekwil Street and Fowler Road Extensions Project and the Hollister Avenue Bridge Project, the City has the option to lease out the acquired properties or consider other City uses.

FISCAL IMPACTS:

The settlement valuation in the Purchase Agreement is for \$3,000,000. Of this amount, approximately \$2.2 M will be provided for by federal grant funding and \$800,000 will be provided for by the City's funds, including Goleta Transportation Improvement Program (GTIP) funds.

ALTERNATIVES:

The Council may elect not to approve the Acquisition Agreement. Doing so would result in an expensive and protracted legal process to reach settlement through the courts for the original eminent domain action on these two properties.

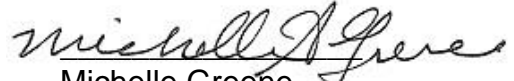
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Real Property Acquisition Agreement between the City of Goleta and Bottiani Properties, LLC and Waters Cardenas Land Surveying, LLP

ATTACHMENT 1

Purchase Agreement with Bottiani Properties, LLC and Waters Cardenas Land Surveying, LLP, for Acquisition of Property required for the Ekwill Street and Fowler Road Extensions Project and the Hollister Avenue Bridge Project.

PARCEL NOS.: AP# 071-140-046, 071-260-001, -002, -003, -004, -005, -006, -007 & -008 (Bottiani Properties, LLC and Waters Cardenas Land Surveying, LLP; "the Real Property")
PROPERTY: Mission Leasing and Bottiani/Waters Condos
PROJECT: Hollister Avenue Bridge Project, Ekwil Street and Fowler Street Extensions Project
TITLE REPORT NOS.: 4201-2831608 & 4201-5078488

**REAL PROPERTY ACQUISITION AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS REAL PROPERTY ACQUISITION AGREEMENT ("Agreement") is made and entered into by and between Bottiani Properties, LLC, a California limited liability company ("Bottiani") and Waters Cardenas Land Surveying, LLP, a California limited liability partnership, successor in interest to Waters Land Surveying, Inc. ("Waters") (hereinafter Bottiani and Waters will collectively be called "Sellers") and THE CITY OF GOLETA, a municipal corporation in the County of Santa Barbara, State of California (hereinafter called "City"), with respect to the Real Property identified above.

Instruments in the form of Grant Deeds ("Deeds") covering the property rights particularly described therein ("Real Property") are executed concurrently with this Agreement.

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

1. The Parties (consisting of Sellers and the City) 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 account of its acquisition of the Real Property, except as stated in Paragraphs 2.E. and 4 below.

2. The City shall:

A. PAYMENT - Pay to the order of the Sellers the sum of **THREE MILLION DOLLARS (\$3,000,000)**, allocated among the Sellers in accordance with their interests of record, as consideration in full for the Real Property described in the Deeds, and for entering into this Agreement. Said sum shall be paid when title to the Real Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public rights of way.

B. RECORDATION OF INSTRUMENT - Accept the Deeds herein referenced and cause the same to be recorded in the office of the Santa Barbara County Recorder at such time as when clear title can be conveyed.

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 at the close of escrow.

E. RELOCATION ASSISTANCE - Recognize its responsibility for consideration of relocation assistance pursuant to the Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et seq., and Federal and State implementing regulations, for any tenants located on the Real Property other than Sellers, who agree to vacate the Property by the close of escrow..

3. The Sellers shall:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agree that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. City understands that pursuant to eminent domain law, no lenders are entitled to charge Sellers for pre-payment penalties.

B. RENTALS AND OCCUPANCY BY SELLER - Sellers agree to execute a complete, current and correct statement of rentals on form furnished to Sellers and deliver same to City within fifteen (15) days hereof with copies of any written leases and rental agreements attached. All security deposits shall be credited to City through escrow and all rents will be pro-rated as of the close of escrow on the basis of a thirty (30) day month consistent with that statement, subject to approval of City. Sellers hereby warrant that the rental statement referred to shall include the terms of all rental agreements, tenancies and leases (written, unwritten, recorded or unrecorded). Sellers also warrant that there shall be no undisclosed tenancies, whether by oral or written leases on all or any portion of the Real Property, and Sellers further agrees to hold City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any such undisclosed tenancies.

Sellers agree to maintain any existing fire and/or casualty insurance on the property in force until close of escrow.

4. The Parties agree:

A. ESCROW - To open an escrow in accordance with this Agreement at an escrow company of City's choice. This Agreement constitutes the joint escrow instructions of City and Sellers, 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.

City will deposit the executed Deeds by Sellers, with Certificates of Acceptance attached, with Escrow Agent on Sellers' behalf. City agrees to deposit the purchase price upon demand of Escrow Agent. City and Sellers 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 from such account.

1. **ESCROW AGENT IS AUTHORIZED AND INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:**

- a. Pay and charge Seller for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property;
- b. Escrow is not to be concerned with pro-ration of Seller's taxes for the current fiscal year if this escrow closes between July 1 and November 1 unless current tax information is available from title insurer between October 15 and November 1. In the event said tax information is available, Seller's taxes shall be pro-rated in accordance with Paragraph "C" below. From July 1 until November 1 and the ensuing period, when the tax information referred to above is not available, Seller's pro-rata portion of taxes due to close of escrow, shall be cleared and paid by Seller, outside of escrow, pursuant to provisions of Section 5082 through 5090 of the Revenue and Taxation Code of the State of California.
- c. From the date that tax information is available, as per Paragraph "B" above, up to and including June 30, Seller's current taxes, if unpaid, shall be pro-rated to date of close of escrow on the basis of a 365-day year in accordance with Tax Collector's pro-ration requirements, together with penalties and interest if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's pro-rata portion of taxes shall be forwarded to Buyer with closing statement;
- d. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said County for refund of such taxes which may be due Seller for the period after Buyer's acquisition pursuant to Revenue and Taxation Code Section 5096.7.

2. **ESCROW AGENT DIRECTIVES** - Escrow Agent is authorized to, and shall:

- a. Pay and charge Sellers for any unpaid delinquent taxes and/or any penalties and interest thereon, only through the date of close of escrow, and for any delinquent

assessments or bonds against that portion of Sellers' 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 Deeds when conditions of this escrow have been fulfilled by City and Sellers.
- d. Following recording of Deeds from Sellers, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$3,000,000 issued by First American Title Company showing that title to the herein property conveyed in the Deeds 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) Item Nos. 1, 2, 3 (taxes not yet due and payable), 4, 5, 6, 8, 9, 10, 12, 13, 14, 17, 18, 19, 21, 22, 23, 24, and 25 of the preliminary title report issued by First American Title Company, dated February 6, 2020 and amended March 12, 2020, referenced as Order No. 4201-2831608; and

3) Item No. 1 (taxes not yet due and payable), 7, 8, 9, 11, 12, 13, 14, 16, 26, 17, 28, 31, 32, 33, 34, and 35 of the preliminary title report issued by First American Title Company, dated September 18, 2017, referenced as Order No. 4201-5078488.

3. 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. HAZARDOUS MATERIAL

1. For the purpose of this Agreement, the term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division

20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

2. City agrees to waive and release Sellers from and against any liability for Hazardous Material in connection with Phase I of the City's San Jose Creek Capacity Improvement and Fish Passage Project ("The Phase I Project"), as alleged in those certain legal proceedings previously filed by the City, entitled *The City of Goleta v. Bottiani Properties, et al*, Santa Barbara County Superior Court Action No. 15CV03595.

3. Bottiani agrees to defend, indemnify, waive and release the City from and against any claims or liability from third parties for Hazardous Material found on, generated by, or as a result of, the Properties that are the subject matter of this Agreement. Additionally, in connection with any Hazardous Material encountered during construction of the Hollister Avenue Bridge Project and Ekwil Street and Fowler Road Extensions Project, Bottiani shall indemnify the City for any and all costs for removal of said Hazardous Material, but only up to a maximum of \$100,000 of the amount of such removal costs which are not covered by any reimbursement provided by the State of California or other applicable state or federal agency for such removal of Hazardous Material (which the City shall diligently pursue). If no such reimbursement is obtained, then Bottiani's contribution shall be limited to ½ of such removal costs or \$100,000, whichever is smaller. Upon discovery of any such Hazardous Material, the City shall immediately so notify Bottiani in writing. The City shall reasonably cooperate with Bottiani to provide all relevant information and documentation regarding such Hazardous Material, and prior to any removal of such Hazardous Material shall provide Bottiani with a written work plan and cost proposal for such removal. Further, the City shall provide Bottiani with all relevant information reflecting the City's efforts to obtain reimbursement from the State of California or other applicable state or federal agency for such removal in connection with the Hollister Avenue Bridge Project and/or the Ekwil Street and Fowler Road Extensions Project.

4. To the best of Sellers' knowledge, and except as noted in this paragraph 4.B., the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

C. AGREEMENT'S IMPACT ON PENDING LITIGATION – The Parties understand that there are two legal proceedings currently pending by and between the Parties hereto, known as *Kellogg Square, LLC et al. v. City of Goleta et al.*, Santa Barbara County Superior Court Action No. 18CV02385 (“the Inverse Action”), and *City of Goleta v. Bottiani Properties, et al.*, Santa Barbara County Superior Court Action No. 19CV03349 (“the Eminent Domain Action”). These two actions were consolidated by the Court on October 1, 2019 as one legal proceeding (“the Consolidated Action”). Sellers hereby agree to indemnify, waive and release the City from and against any claims made in the Consolidated Action which relate to the Real Property which is the subject of this Agreement, including but not limited to, any deposits made by the City in the Eminent Domain Action regarding the Real Property. Payment of the amount set forth in 2.A constitutes full settlement of the Consolidated Action as between the City and the Sellers with respect to the Real Property only. The Sellers waive the ability to claim any additional payment from the City for the Consolidated Action, or for damages of any kind, including loss of business goodwill, severance damages, damages to furniture fixtures or equipment, severance damages, pre-condemnation damages, for lost profits, attorneys’ fees, costs or interest with respect to the Real Property only.

Further, the City agrees that that once this Agreement is consummated by close of escrow, the City will not pursue the takings in the Eminent Domain Action to the extent they relate to the Real Property, and in addition Sellers hereby consent to the elimination of such takings from the Eminent Domain Action and agree not to pursue compensation for abandonment pursuant to Code of Civil Procedure sections 1268.510 and 1268.610 in connection therewith. However, the Parties understand and agree that the Consolidated Action will continue to relate to all claims made by any of the Parties with respect to Assessor Parcel Numbers 071-140-056; 071-140-057 and 071-140-058, only.

D. BROKERS – Sellers and City each warrant that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated herein and no broker or other person, firm or entity are entitled to any commission or finder’s fee in connection with these transactions as the result of any dealings or acts of such Party, except for Sellers’ counsel Price, Postel & Parma LLP, which is solely the responsibility of the Sellers to pay. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party (except for Price, Postel and Parma LLP, which is solely the responsibility of the Sellers) by reason of any dealings or act of the indemnifying party.

E. WAIVER OF SECTION 1542 – Other than the obligation set forth in this Agreement, the Parties acknowledge and understand that this is a full and final Release of any and all claims arising out of the matters set forth above and agree as a further consideration and inducement for this compromise that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, regarding the matters set forth above, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly relinquished and waived by the undersigned. Said section reads as follows:

SECTION 1542, GENERAL RELEASE.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

CITY

SELLERS

MB JC BL

In this connection, the Parties acknowledge and agree that they may hereafter discover facts different from or in addition to those they now know or believe to be true in respect to the claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages released by this Agreement, and hereby agree that the releases contained herein shall be and remain in effect in all respects as a complete, general release as to the matters released, notwithstanding any such different or additional facts.

F. NO ADMISSION - It is understood and agreed by the Parties that this settlement is the compromise of disputed claims, and nothing contained in this Agreement shall be construed as an admission of liability and that any liability is expressly denied.

G. LEGAL FEES AND COSTS - Each Party shall bear its own attorney's fees and costs in connection with the Consolidated Action, but only to the extent such fees and costs relate solely to the Real Property which is the subject of this Agreement.

H. INTERPRETATION OF AGREEMENT - This Agreement, and each of its provisions, has been reached as the result of negotiations between the Parties and their respective attorneys. Each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by, or drafted by, any particular Party or Parties hereto, and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party or Parties, shall not be employed in the interpretation of this Agreement.

I. GOVERNING LAW; VENUE - This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, and the venue shall be Santa Barbara County.

J. BINDING AGREEMENT - This Agreement shall be binding on, and shall inure to the benefit of, each of the Parties and their respective past, present and future predecessors, successors, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives and assigns.

K. COUNTERPARTS - This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in

evidence against any Party who has signed it, all of which together shall constitute one and the same agreement. Signatures delivered by email or facsimile shall be deemed original signatures.

L. INTEGRATED AGREEMENT - This writing is an integrated agreement and represents the entire understanding of the Parties relative to the subject matter described herein. No prior or contemporaneous agreements shall be enforceable if they materially alter, vary, or add to the terms of this Agreement. This Agreement may not be modified except by a writing executed by all Parties or their counsel. Each of the Parties agrees that no representation or promise not expressly contained in this Agreement has been made and further promises that they are not entering into this Agreement on the basis of any promise, representation, express or implied, not otherwise contained herein.

M. VOLUNTARY CONSENT - This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge that:

- (1) They have read this Agreement;
- (2) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (3) They understand the terms and consequences of this Agreement and of the Agreements it contains; and
- (4) They are fully aware of the legal and binding effect of this Agreement.

N. WARRANTY OF AUTHORITY - The persons executing this Settlement Agreement represent and warrant that they have full authority to sign this Settlement Agreement on behalf of the Parties for which are acting and that said Parties will thereby be fully bound by the terms of this Agreement.

O. SEVERABILITY - Each provision of this Settlement Agreement shall be interpreted in such a manner as to be valid, legal and enforceable. A determination that any provision of this Settlement Agreement is for any reason invalid, illegal, or unenforceable shall not affect the validity of this Agreement and any other provisions herein, and this Agreement shall be interpreted and construed as if such invalid, illegal, or unenforceable provisions were not contained herein.

P. DEEDS IN LIEU OF CONDEMNATION - The Parties understand and agree that the execution of the Deeds for the Real Property will be made in lieu of condemnation. The City has already adopted a formal Resolution of Necessity authorizing the institution of the Eminent Domain Action, and significant portions of the Real Property have been condemned therein. The Parties understand that had this Agreement not been executed between the Parties, Sellers would have pursued compensation for the Real Property in the Eminent Domain Action.

Q. 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.

R. 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.

S. 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.

T. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval and ratification 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.

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

SELLERS:

Bottiani Properties, LLC, a California limited liability company

By Mark A. Bottiani
Mark A. Bottiani
Managing Member

Dated: 3-30-2020

Waters Cardenas Land Surveying, LLP, a California limited liability partnership

By Jose V. Cardenas
Jose V. Cardenas
Partner

Dated: 3/30/20

By Barry Waters
Barry Waters
Partner

Dated: 3-30-20

SELLERS' MAILING ADDRESSES:

Bottiani Properties
P.O. Box 816
Goleta, CA 93116

Waters Cardenas Land Surveying, LLP
5553 Hollister Avenue, Suite 7 & 8
Goleta, CA 93117

With a copy to:
Todd A. Amspoker
Price, Postel & Parma LLP
200 E. Carrillo St., Suite 400
Santa Barbara, CA 93101

CITY OF GOLETA, a municipal corporation

By _____
Michelle Greene

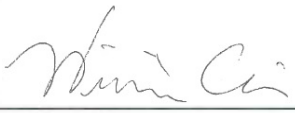
Dated: _____

ATTEST:

By _____
Deborah S. Lopez
City Clerk

Dated: _____

APPROVED AS TO FORM:

By  _____
City Attorney

Dated: June 25, 2020

MAILING ADDRESS OF CITY:

City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117