

DEPARTMENT OF TRANSPORTATION

50 HIGUERA STREET
SAN LUIS OBISPO, CA 93401-5415
PHONE (805) 549-3111
FAX (805) 549-3297
TTY 711
<http://www.dot.ca.gov/dist05/>



*Serious drought
Help save water!*

March 8, 2017

Mr. Glenn Russell, Director
Planning and Development Department
County of Santa Barbara
123 E. Anapamu Street
Santa Barbara, CA 93101-2058

Dear Mr. Russell:

This letter is to follow up on an issue raised to Caltrans during the February 16, 2017 meeting of the Santa Barbara Association of Governments (SBCAG) about flooding on State Route 246 between the Santa Ynez River (Robinson's) Bridge and La Purisima Road.

This situation is well known to Caltrans and must be remedied, however, the resolution is beyond the limits of our authority and requires action by the County of Santa Barbara.

The flooding is a result of the farmer directing agricultural tail water to the State Highway in ditches that rapidly aggrade and fill with fine sandy sediment and then overbank onto the highway. The farmer has been approached many times by Caltrans Maintenance forces to no avail. Caltrans staff have also made numerous requests of Santa Barbara County to take appropriate action with the responsible property owner.

Enclosed with this letter is a copy of a settlement agreement from 1998 in the aftermath of that year's storm season. I direct your attention to Page 2 of 5 on the Compromise Settlement referring to drainage. Also enclosed is a July 1998 letter from the plaintiff to then-Caltrans Maintenance Supervisor Tim Griffin, along with a recent color aerial photo looking southwesterly across Route 246. At that time, then-District Hydraulics Engineer Lance Gorman had contacted the Santa Barbara County Agricultural Commission, the County Flood Control District and the County Zoning Commission about the activities outside the State's right-of-way that are creating a hazardous condition on Route 246 and can only be remedied by County enforcement of its regulations.

Thank you for supporting safe highways. We would very much appreciate your support in resolving this situation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sara von Schwind".

SARA VON SCHWIND
Deputy District Director
Maintenance and Operations

Santa Barbara County Planning Director
March 8, 2017

Enclosures:

1. Settlement transcript of SANTA RITA RANCH TRUST with Kenneth & Richard Pata
2. Letter from Karl Enrick (SANTA RITA RANCH TRUSTEE)
3. Aerial oblique looking southwesterly across SR-246 between Santa Ynez River & La Purisima Rd.

c.

Joan Hartman, Supervisor, 3rd District, Santa Barbara County
Marjorie Kirn, Executive Director, Santa Barbara County Association of Governments
✓ Jim Mosby, Councilmember, City of Lompoc
John Robertson, Executive Officer, Regional Water Quality Control Board
Tom Fayram, Deputy Director, Santa Barbara County Flood Control
Cathy M. Fisher, Commissioner, Santa Barbara County Agricultural Commission

FROM : LAW OFFICES C KENT STEPHENS PHONE NO. : 805 922 8013

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C. KENT STEPHENS
ATTORNEY AT LAW
930 SOUTH BROADWAY, SUITE 104
POST OFFICE BOX 1454
SANTA MARIA, CALIFORNIA 93456
TELEPHONE (805) 922-1951
FAX (805) 922-8013
STATE BAR #75082

FILED
SANTA BARBARA
SUPERIOR COURT

JUN 25 1998

GARY M. BLAIR
Executive Officer

By: M. Placencia
M. PLACENCIA, Deputy Clerk

Attorney for Defendants Richard Pata and Kenneth Pata

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA BARBARA - SANTA MARIA BRANCH

KARL EMRICK, Trustee of the SANTA RITA
RITA RANCH TRUST, dated February 14,
1989.

Plaintiff,

vs.

RICHARD PATA; KENNETH PATA; and
DOES ONE through ONE HUNDRED,
inclusive

Defendants.

CASE NO. SM 104388

ORDER AFTER HEARING
ON MOTION TO COMPEL
ENFORCEMENT OF
SETTLEMENT AGREEMENT

Assigned For All Purposes To:
Hon. Rodney S. Melville

Date: June 9, 1998
Time: 8:30 a.m.
Dept : SM 2

The motion of Plaintiff for an order to compel enforcement of settlement Agreement came on hearing before the Honorable Rodney S. Melville, on June 9, 1998 in Department SM 2 of the above entitled court. All parties having appeared through counsel, the court having reviewed the moving papers and opposition papers, and having heard oral argument, the court orders as follows:

IT IS HEREBY ORDERED that:

1. The parties have reached a settlement of the dispute.
2. Attached hereto is a true and correct copy of the settlement agreement entitled Compromise Settlement and Mutual Release. The terms of the attached Compromise Settlement and Mutual Release contain the terms and conditions of the parties' settlement.

1 3. Jeanette Emrick, wife of the Plaintiff Karl Emrick, consented to the terms of
2 the settlement agreement.

3 Dated: 6-25-98

RODNEY S MELVILLE
Rodney S. Melville
Judge of the Superior Court

4
5 Approved: ^{CG} *as to form:*

6 *Christopher C. Jones*
7 Christopher C. Jones
Attorney for Plaintiff

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COMPROMISE SETTLEMENT AND MUTUAL RELEASE

RICHARD PATA and KENNETH PATA hereinafter collectively referred to as "PATA", and JEANETTE EMRICK and KARL EMRICK, individually and as Trustee of the SANTA RITA RITA RANCH TRUST, and JEANETTE EMRICK, his wife, hereinafter collectively referred to as "EMRICK", in consideration of the promises made herein, agree as follows:

Nature and Effect of Agreement

1. This Agreement consists of a compromise and settlement by each party of that party's claims against the other party, and a release given by each party to the other relinquishing all claims against the other. By executing this Agreement, each of the parties intends to and does hereby extinguish the obligations heretofore existing between them. This Agreement is not, and shall not be treated as, an admission of liability by either party for any purpose.

Nature and Status of Dispute

2. EMRICK has filed a complaint, Superior Court, Santa Barbara County Case No. SM 104388, for damages, prescriptive easements, trespass and quiet title against PATA regarding real property described in Exhibit A attached hereto and incorporated herein by this reference.

Mutual Compromise Agreement

3. Each party, in consideration of the promises and concessions made by the other, hereby compromises and settles any and all past, present, or future claims, demands, obligations, or causes of action, whether based on tort, contract, or other theories of recovery, which that party has or which may alter accrue to or be acquired by that party against the other party and the other party's predecessors and successors in interest, heirs, and assigns, as well as past, present, and future officers, directors, shareholders, agents, employees, parent and subsidiary organizations, affiliates, and partners, arising from the subject matter of the actions described in Paragraph 2 of this Agreement, on the following terms and conditions:
 - (a) Dismissal. EMRICK shall file a Dismissal with Prejudice of Superior Court, Barbara County Case No. SM 104388.
 - (b) Northern Access Easement. EMRICK has a 40 foot easement for road and utilities purposes over PATA'S property, as shown on the recorded parcel map attached hereto as Exhibit "C" and by reference incorporated herein. EMRICK shall quitclaim to PATA the southerly and westerly 15 feet of said easement, reserving a nonexclusive 25 foot road and utility easement along the northerly and westerly boundaries thereof. PATA shall make reasonable and diligent efforts to keep said easement accessible and unobstructed, including the posting of no parking signs and inclusion in all leases for said property a provision prohibiting tenants, their guests and employees from parking within the easement, so as to provide unobstructed use by

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PHONE NO. : 805 922 8013

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EMRICK. The parties agree to share maintenance of the access easements that they share in common.

- (c) Southern Access Easement. EMRICK has a 40 foot easement for road and utilities along the southern boundary of PATA's property, as shown by the recorded parcel map attached hereto as Exhibit "B". EMRICK shall quitclaim to PATA the northernmost 10 feet of said easement, except for the easternmost portion thereof from the fork in the agricultural road to the eastern boundary of the Pata property. (See aerial photo attached hereto as Exhibit C), said 10 feet to be used for drainage purposes. ✓
- (d) Grant of Easement to EMRICK. PATA shall grant an easement for any legal use except residential uses subject to all zoning and land use rules and regulations, over Pata's property of the area on Pata's property highlighted in red as depicted on Exhibit C attached hereto. (The legal description of the easement is to be prepared by a licensed surveyor as set forth in Section 3(h) hereof. ✓
- (e) Fence. EMRICK may construct and maintain a fence along the western boundary of the easement, along the easterly edge of the 10 foot agricultural road ^{and} a straight line from the most westerly eucalyptus tree to EMRICK's southwest property line. PATA shall grant EMRICK access to the 10 foot agricultural road for the construction and maintenance of fence. The fence and EMRICK's use of the road for maintenance of the fence shall not interfere in any way with PATA's use of the agricultural roadway. c g ✓
- (f) Release of all Prescriptive and Other Rights. Except as otherwise provided herein, EMRICK hereby forever releases any and all claims to any prescriptive rights and/or other rights to PATA's property, including but not limited to any claim or rights to the agricultural roads and the driveway from the southern access easement to EMRICK's house.
- (g) Pumps. PATA agrees to install an electric booster pump on PATA's well and except for emergencies shall not install or operate a diesel well pump or booster pump within 500 feet of EMRICK's house.
- (h) Survey. The parties hereto shall engage the services of a survey firm mutually acceptable to counsel of the parties to survey, stake, monument and provide legal descriptions of the easements, affected areas and boundaries. The total costs of such survey shall not exceed \$2,000.00. Upon completion of the survey, the parties shall prepare and execute any and all quitclaim deeds necessary to describe and document the easements and other grants referred to herein. All such easements shall be subject to all existing encumbrances of record.

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Mutual General Release

4. Each of the parties on behalf of his/her/its descendants, ancestors, dependents, heirs, executors, administrators, and assigns, parent and subsidiary organizations, affiliates, partners, agents, servants, stockholders, employees, representatives, assigns, and successors hereby fully releases and discharges the other party and that party's descendants, ancestors, dependents, heirs, executors, administrators, and assigns, parent and subsidiary organizations, affiliates, partners, agents, servants, stockholders, employees, representatives, assigns, and successors from all rights, claims, and actions which each party and the above-mentioned successors now have against the other party and the above-mentioned successors, stemming from their differences arising from the subjects of the complaint and cross-complaint described in Paragraph 2.

Unknown Claims

5. Each party acknowledges and agrees that the release it gives to the other party upon executing this Agreement applies to all claims for injuries, damages, or losses to his/her own person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which he/she/it may have against the other party. Each party waives application of California Civil Code Section 1542.

Each party certifies that he or she has read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Each party understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if he or she should eventually suffer additional damages arising out of the facts referred to in Paragraph 2, he or she will not be able to make any claim for those damages. Furthermore, each party acknowledges that he or she consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which he or she does not know exist, and which, if known, would materially affect his or her decision to execute this release, regardless of whether his or her lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Advice of Attorney

6. Each party warrants and represents that in executing this Agreement, he or she has relied upon legal advice from the attorney of his or her choice; that the terms of this Agreement have been read and its consequences (including risks, complications, and costs) have been completely explained to him or her by that attorney; and that he or she fully understands the terms of this Agreement. Each party further acknowledges and represents that, in executing

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this release, he or she has not relied on any inducements, promises, or representations made by any party.

Conditions of Execution

7. Each party acknowledges and warrants that his or her execution of this release is free and voluntary.

Execution of Documents

8. Each party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Costs

9. Each party to this Agreement shall bear all attorneys' fees and costs arising from the party's own counsel in connection with the complaint, this Agreement, and the matters referred to herein, the dismissal of the complaint, and all related matters. This paragraph shall be applicable to this entire Agreement.

Mediation

10. The parties hereto agree to mediate any dispute or claim between them arising between them out of this Agreement before resorting to arbitration or court action. Mediation fees shall be divided equally among the parties. If any party commences an action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in such action. Request for mediation shall toll the statute of limitation.

Attorney Fees

11. Should any litigation be commenced between the parties to this contract concerning said property, this contract, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Entire Agreement

12. This Agreement contains the entire agreement between the parties.

- 13.

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Effective Date

13. This Agreement shall become effective immediately upon execution.

Governing Law

14. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

EXECUTED at Santa Maria, California.

Date: _____

KENNETH PATA

Date: _____

RICHARD PATA

Date: _____

KARL EMRICK

Date: _____

KARL EMRICK
Trustee of the Santa Rita Rita Ranch Trust

APPROVED:

Date: _____

C. KENT STEPHENS
Attorney for Kenneth and Richard Pata

Date: _____

CHRISTOPHER JONES, Attorney for Karl
Emrick, and Santa Rita Rita Ranch Trust

CONSENT OF SPOUSE

The undersigned, certifies that:

1. She is the spouse of the Karl Emrick, one of the persons who signed the foregoing Compromise Settlement and Mutual Release.
2. She has read and approved the provisions of the aforementioned Compromise Settlement and Mutual Release.
3. She agrees to be bound by and accept the provisions of the same.

Date: _____

JEANETTE EMRICK

FROM : LAW OFFICES C KENT STEPHENS

PHONE NO. : 805 922 8013

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EXHIBIT "A"

DESCRIPTION:

All that certain land situated in the State of California in the unincorporated area of the County of Santa Barbara, described as follows:

PARCEL ONE:

Parcel "B" of Parcel Map No. 12,080 in the County of Santa Barbara, State of California, as per map filed August 19, 1975 in Book 14, Pages 46 and 47 of Parcel Maps, in the office of the County Recorder said County.

Except that portion conveyed to the State of California in Deed recorded April 24, 1979 as Real No. 79-17772 of Official Records of said Santa Barbara County.

Is except from a portion of said land all coal, lignite, petroleum, coal oil, naphtha, asphaltum, brea, bitumen, natural gas and all other hydrocarbons and like substances which then existed or at any time thereafter may exist upon, in or under said land and all rights incidental thereto as reserved in the Deed from Union Oil Company of California to Daniel McHenry dated January 15, 1908 and recorded April 15, 1910 in Book 126, Page 401 of Deeds.

Is except from a portion of said land all coal, lignite, coal oil, petroleum, naphtha, asphaltum, brea, bitumen, natural gas and all other hydrocarbons and like substances, which then existed or at any time thereafter exist upon, in or under said land, and all rights incidental thereto as reserved in the deed from Union Oil Company of California to A.P. DUTRA dated November 2, 1910 and recorded November 28, 1910 in Book 110, Page 115 of Deeds.

PARCEL TWO:

That portion of the Rancho Santa Rita, in the County of Santa Barbara, State of California, described as follows:

Beginning at an iron pipe set in road bed its full length of about 18 inches, same being on the Easterly line of the Rancho Mission Vieja De La Purisima and in the Westerly line of the Santa Rita Rancho, from which corner No. 2 of said Rancho Mission Vieja De La Purisima bears North 14°31' East 4338.3 feet; thence through the Santa Rita Rancho South 87°12' East 1980 feet; thence North 14°32' East 660 feet; thence North 87°12' West 1980 feet to said Westerly line of Santa Rita Rancho; thence South 14°31' West 660 feet to the point of beginning.

Except all coal, lignite, petroleum, coal oil, naphtha, asphaltum, brea, bitumen, natural gas and all other hydrocarbons and like substances in said land, as reserved by Union Oil Company of California, a Corporation, in deed recorded November 28, 1910 in

EXHIBIT A

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Book 130, Page 115 of Deeds.

EXHIBIT "E"

The land referred to in this report is situated in the State of California, County of Santa Barbara "in an unincorporated area," and is described as follows:

PARCEL ONE:

That certain tract of land in the County of Santa Barbara, State of California, shown as Parcel "C" on Parcel Map No. 12,080 filed August 19, 1975 in Book 14, Pages 46 and 47 of Maps in the Office of the County Recorder of said County.

Excepting therefrom all coal, lignite, petroleum, coal oil, naphtha, asphaltum, brim, bitumen, natural gas and all other hydrocarbons and like substances which then existed or at any time hereafter may exist upon, in, or under said land and all rights incidental thereto as reserved in the deeds from Union Oil Company of California to Daniel McHenry dated January 19, 1908 and recorded April 15, 1910 in Book 126, Page 401 of Deeds, and in the deed from Union Oil Company of California to A.S. Dutra dated November 2, 1910 and recorded November 28, 1910 in Book 130, Page 115 of Deeds.

APN: 99-130-72

PARCEL TWO:

An easement for ingress, egress, road and public utilities purposes, over, under, upon and through that portion of the Santa Rita Rancho, in the County of Santa Barbara, State of California, according to patent recorded in Book "A" at Page 277 of Patents and as shown on the map of the portion of said rancho made by F. F. FLOURNOY, recorded in Book 4, Page 15 of Maps and Surveys, in the office of the County Recorder of said county, and described as follows:

The Southerly 40 feet, measured between parallel lines, of that tract of land described in deed to John S. Knight, et al., recorded January 31, 1963 as Instrument No. 4514 in Book 1974, Page 589 of Official Records.

PARCEL THREE:

A non-exclusive easement for ingress, egress and public utilities over, under, upon or through those portions of Parcel "B" of Parcel Map No. 12,080 in the County of Santa Barbara, State of California, as per map filed in Book 14, Pages 46 and 47 as shown and designated as "40 foot easement for road and utility purposes in favor of Parcel "C".

P.M. 147

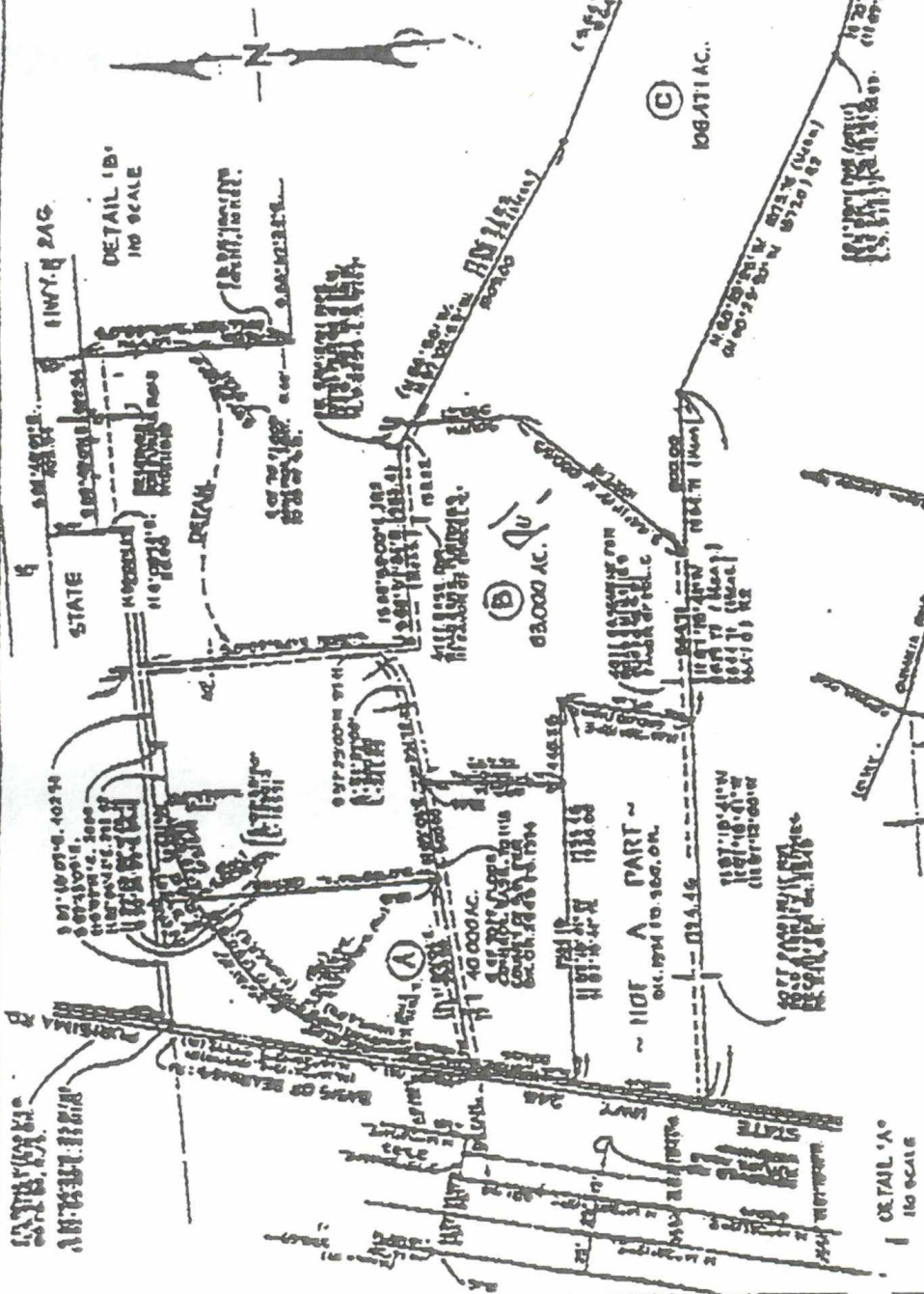
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NOTES:

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COUNTY SURVEYOR'S CERTIFICATE... I, the undersigned, being a duly licensed... I, the undersigned, being a duly licensed...

SURVEYOR'S CERTIFICATE... I, the undersigned, being a duly licensed... I, the undersigned, being a duly licensed...

PANCEL MA 110.12.08C BEING A PORTION SANTA RITA ROAD BOOK A PAGE 27, 8

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FROM : LAW OFFICES C KENT STEPHENS

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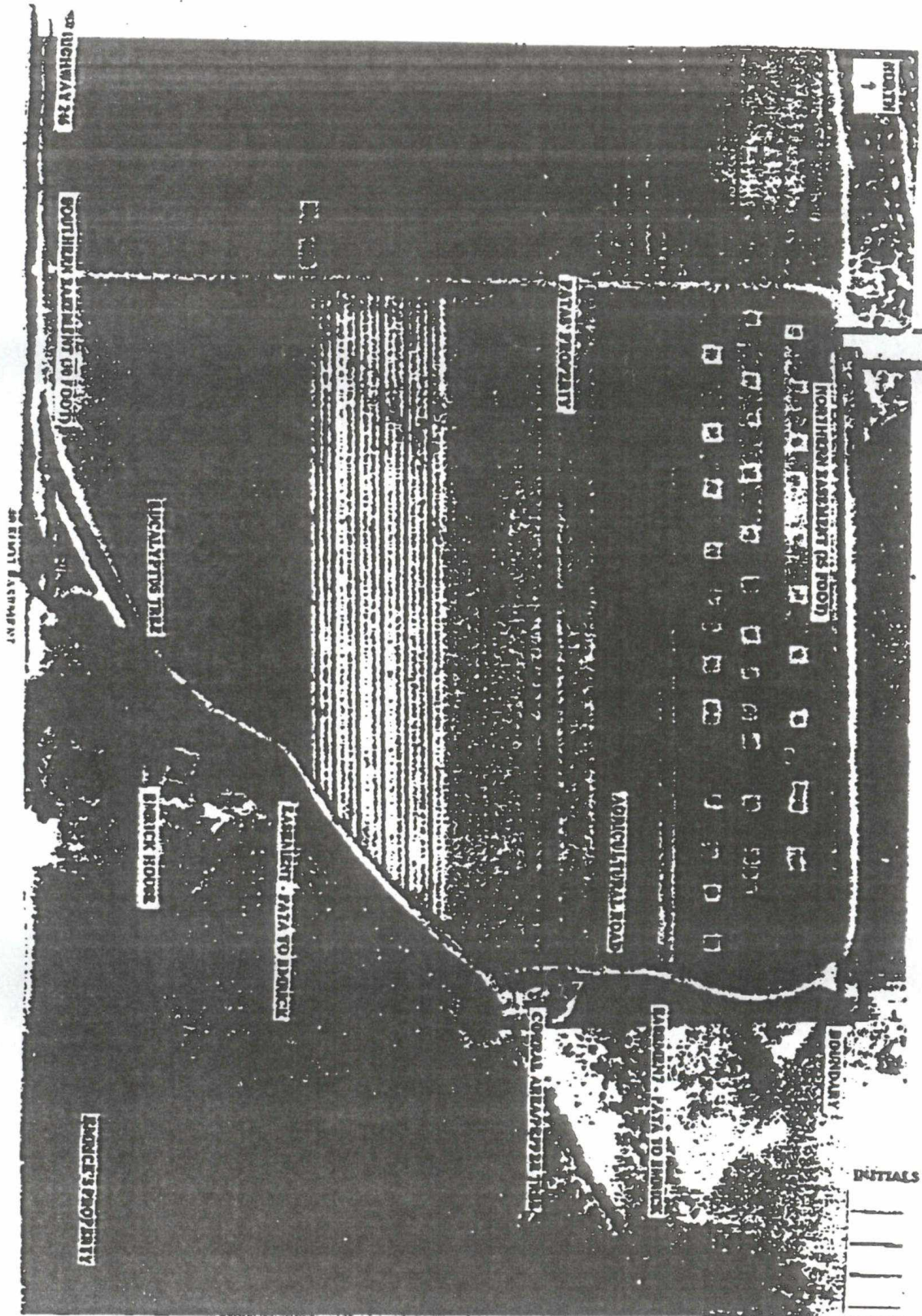


EXHIBIT 4
ATTACHMENT TO PATA/EMERICK
COMPROMISE SETTLEMENT AND
MUTUAL RELEASE

SANTA RITA RITA CATTLE COMPANY

1280 EAST HIGHWAY 246

LOMPOC, CA 93436

805.736.7835

FAX: 805.563.8564

Karl Emrick
Ranch Manager/Owner
Santa Rita Rita Cattle Company
1280 East Highway 246
Lompoc, CA 93436

July 26, 1998

Tim Griffin
California State Highway of Transportation
Jonata Park Road
Buellton Ca

Dear Tim:

Hi Tim, thanks for taking the time out of your busy day to review the order I have enclosed for your files.

I basically gave up 10 feet of my 40 foot access lying on the Southerly boundary of Richard and Kenneth Pata's parcel for two reasons. One was to channel the excess water from spring and summer irrigation and two, to provide a large enough channel to allow for the huge amounts of rain water flowing from the fallow farm ground and on to the Highway. I did this because of my concern for the safety of people traveling on the highway and possibly injuring themselves. I feel strongly that even if the Pata's do not consider this in their own terms and thereby rectify the situation, I certainly feel I should do all I can to make this area safe.

It is my strong feeling that I will have a difficult time compelling the Pata's or their agents or lessees to maintain this drainage channel, but at least this way there exists a chance the future injuries may be lessened.

Sincerely,



Karl R. Emrick



Imagery ©2017 DigitalGlobe, Google, Map data ©2017 Google 500 ft