

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
Santa Barbara County
Attn: Walter Rubalcava
123 E. Anapamu Street
Santa Barbara, CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

APN: 155-020-037, 038

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

EASEMENT DEED

(To the County of Santa Barbara for oil/water separator system pipeline and related facilities)

For a valuable consideration, receipt of which is hereby acknowledged,

Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012
(hereinafter referred to as "Grantor"),

hereby grants to the

County of Santa Barbara, a political subdivision of the State of California, its successors and assigns (hereinafter referred to as "County"),

A Permanent, Non-Exclusive Easement ("Easement") with the authority, but not the obligation, for the County to access, monitor, operate, inspect, construct, repair, replace and maintain an oil/water separator system and related facilities (Oil Separator Facilities), in, on, over, under, through and across those portions of those specific properties in the County of Santa Barbara, State of California, described in Exhibits A and C and depicted in Exhibits B and D, each attached hereto and incorporated herein, together with the right of pedestrian and vehicular ingress and egress. Access by the County is granted solely for the purposes of exercising the rights herein so that the County may continue to act as an oversight agency over the Oil Separator Facilities, which consist of an oil-water separator, an oil pipeline, and an oil containment tank, located within and upon several contiguous properties in Toro Canyon including Grantor's property.

This Easement conveys no rights for public access and is specifically limited to the purposes herein described, by County staff, employees, officers, authorized agents, and its contractors.

The Permanent Non-Exclusive Easement described herein shall be **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. Facilities. The oil/water separator system and related facilities collectively are referred to herein as the "Oil Separator Facilities" or "Facilities". Portions of the Oil Separator Facilities, including a pipeline buried below ground and certain facilities located on the surface, are located within the Easement. Plans for the Oil Separator Facilities are retained at the County's offices.

2. County Access to Easement. County shall have the right of ingress and egress for personnel, vehicles, and equipment to, from, over, and along the Easement to exercise these rights on a regular and ongoing basis to access, monitor, operate, inspect, repair, construct, replace and maintain the Facilities. County acknowledges that this ingress egress right is shared with other property owners who have access rights in the Easement area.

3. Access Rights Reserved to Grantor. This Easement is non-exclusive and subject to the access rights of Grantor and others who may hold ingress-egress rights over the same area. Grantor shall retain the right to access and utilize the Easement area for ingress and egress, except that Grantor's use shall not interfere or conflict with the County's use and rights described herein. Grantor acknowledges that certain portions of the Easement area may be fenced by County to restrict access by others, including Grantor, to protect portions of the Oil Separator Facilities that are located on the surface of the Easement. Said fenced areas are generally identified in the detail exhibits attached to this Deed labeled Detail 1 and Detail 2.

4. Easement Area Condition. In order to operate, construct, repair and maintain the Oil Separator Facilities, County shall restore the Easement to the same or better condition as that which existed prior to said repair or maintenance.

5. Protection of Facilities. In order to protect County's easement rights herein, Grantor shall not modify, or allow others to in any way modify, the ground surface elevation of the Easement from the elevations established upon completion of construction of the Oil Separator Facilities without the County's written consent, which consent shall not be withheld unreasonably. Grantor shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or any other activities within or proximate to the Easement that may damage the Oil Separator Facilities.

6. Hold Harmless. By County's use of the Easement conveyed herein, Grantor assumes no liability for loss or damage to property, or injury to or death of any agent, employee, or contractor of County. County agrees to defend, indemnify and hold Grantor harmless from any claims, damages, or liabilities directly caused by County's use of the Easement for the purposes authorized herein, and all liability solely associated with County's construction and operation of the Oil-Water Separator, including any and all liabilities associated with the functioning or malfunctioning of such Facilities on Grantor's Property.

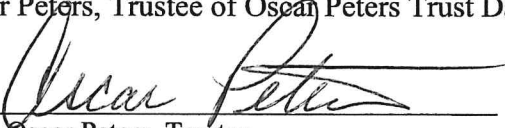
The provisions hereof shall inure to the benefit of the Grantor and County, their successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

Executed this 25 day of August, 2023

GRANTOR:

Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012

By:


Oscar Peters, Trustee

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

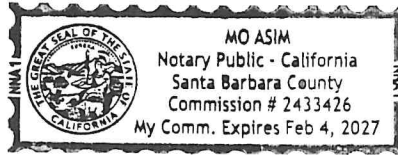
On August 25, 2023 before me, MO ASIM, Notary Public,

personally appeared OSCAR PETERS, 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 MO ASIM (Seal)



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: Gov. Code § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated _____, from Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012, as Grantor, to the County of Santa Barbara, a political subdivision of the State of California, its successors or assigns, as Grantee, is hereby accepted by the Order of the Board of Supervisors of the County of Santa Barbara on _____, 2023, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this _____ day of _____.

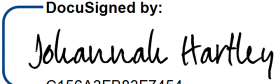
ATTEST:
MONA MIYASATO
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:
By: _____
Das Williams, Chair
Board of Supervisors

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By:  _____
C456A3FB83F7454...

By Johannah Hartley, Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the South ½ of the Southeast ¼ of the Northwest ¼ of Section 1 Township 4 North, Range 26 West, San Bernardino Meridian, County of Santa Barbara, State of California described as follows,

Beginning at a point distant South 14°34'22" East, 38.06 feet from the northern terminus of that course depicted as North 14°35'09" West, 107.14 feet in Book 85, Page 94 of Record of Surveys in the Office of said County Recorder; thence,

- 1) South 25°07'47" West, 11.75 feet; thence,
- 2) South 18°24'29" West, 144.01 feet; thence,
- 3) South 19°35'35" East, 322.61 feet; thence,
- 4) South 88°40'29" East, 14.98 feet to point on the course depicted as North 17°57'43" West, 249.95'; thence along the following 4 courses as depicted on said map,
- 5) North 17°57'43" West, 152.60 feet; thence,
- 6) North 15°40'16" West, 118.84 feet; thence,
- 7) North 10°47'08" East, 127.40 feet; thence,
- 8) North 14°34'22" West, 69.05 feet, to the point of beginning.

Consisting of 12,187 square feet.

That portion of land described hereon is depicted on Exhibit "B", being 1 sheet, attached hereto and made a part hereof.

Prepared 06/08/2023 by;

William L. Meagher

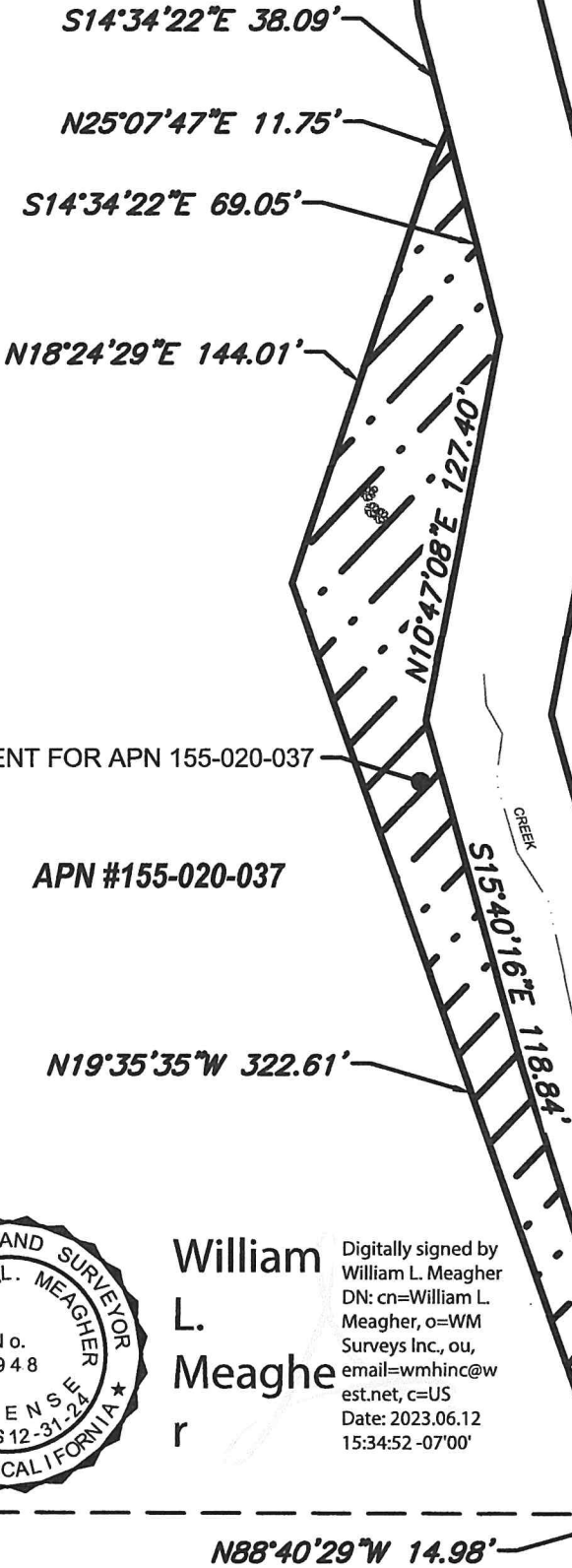
LS 5948



William L.
Meagher

Digitally signed by William L. Meagher

DN: cn=William L. Meagher,
o=WM Surveys Inc., ou,
email=wmhinc@west.net, c=US
Date: 2023.06.12 15:34:35
-07'00'



APN #155-020-038

*S 1/2, SE 1/4,
OF THE NW 1/4
SECTION 1 T4N, R26W SBM*

EASEMENT FOR APN 155-020-037

APN #155-020-037

N19°35'35\"W 322.61'



**William
L.
Meagher**

Digitally signed by
William L. Meagher
DN: cn=William L.
Meagher, o=WM
Surveys Inc., ou,
email=wmhinc@w
est.net, c=US
Date: 2023.06.12
15:34:52 -07'00'

N88°40'29\"W 14.98'

THAT PORTION OF LAND DEPICTED HEREON IS DESCRIBED IN EXHIBIT "A" BEING SHEET 1, ATTACHED HERETO AND MADE PART HEREOF.

WM SURVEYS INC.
W.L. Meagher
2747 Sherwin Ave. #12
Ventura, Ca. 93003
(805) 677-4850

"Exhibit B"
APN #155-020-037
TORO CANYON
SANTA BARBARA COUNTY, CA.



EXHIBIT "C"

LEGAL DESCRIPTION

That portion of the South ½ of the Southeast ¼ of the Northwest ¼ of Section 1 Township 4 North, Range 26 West, San Bernardino Meridian, County of Santa Barbara, State of California described as follows,

Beginning at a point distant South 14°34'22" East, 58.33 feet from the northern terminus of that line depicted as North 14°34'22" West, 113.70 feet in Book 85, Page 94 of Record of Surveys in the Office of said County Recorder; thence,

- 1) South 37°42'48" East, 57.80 feet; thence,
- 2) South 10°37'10" West, 38.18 feet; thence,
- 3) South 58°02'09" West, 26.81 feet to point on the line depicted as North 10°47'08" East, 127.00 feet on said Record of Survey; thence along said line,
- 4) North 10°47'08" East, 44.65 feet; thence along said line depicted as North 14°34'22" West, 113.70 feet,
- 5) North 14°34'22" West, 55.37 feet, to the point of beginning.

Consisting of 1,443 square feet.

That portion of land described hereon is depicted on Exhibit "D", being 1 sheet, attached hereto and made a part hereof.

Prepared 06/08/2023 by;

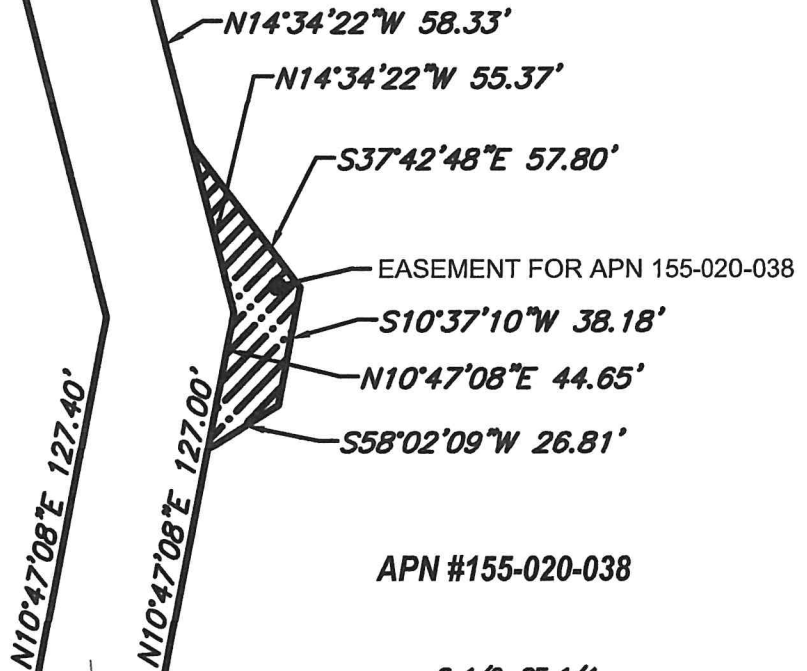
William L. Meagher

LS 5948



William L.
Meagher

Digitally signed by William L. Meagher
DN: cn=William L. Meagher, o=WM Surveys Inc., ou, email=wmhinc@west.net, c=US
Date: 2023.06.12 15:32:31 -07'00'



APN #155-020-038

S 1/2, SE 1/4,
OF THE NW 1/4
SECTION 1 T4N, R26W SBM

APN #155-020-037



William
L.
Meagher

Digitally signed by
William L. Meagher
DN: cn=William L.
Meagher, o=WM
Surveys Inc., ou,
email=wmhinc@wes
t.net, c=US
Date: 2023.06.12
15:32:41 -07'00'

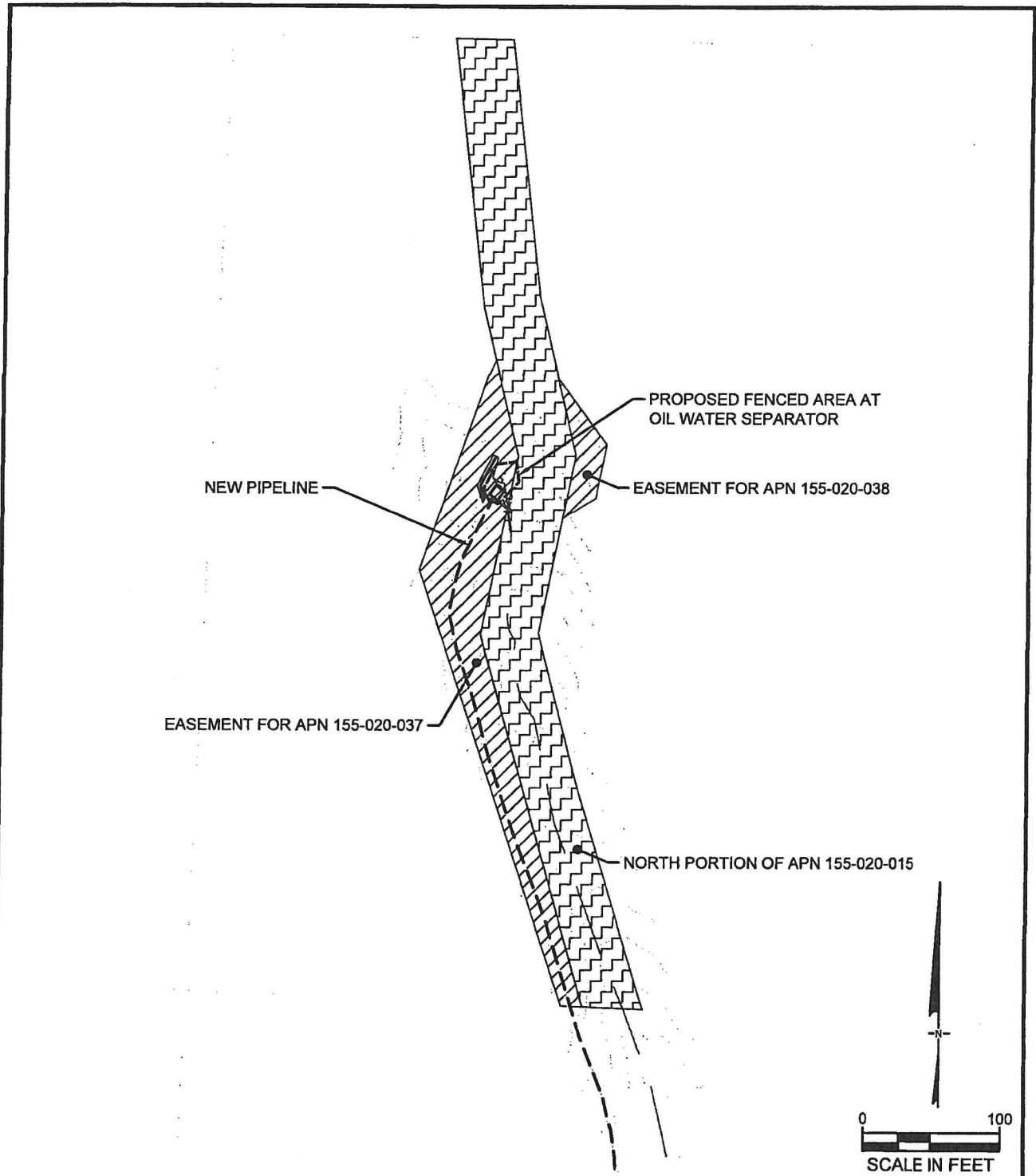
THAT PORTION OF LAND DEPICTED HEREON IS DESCRIBED IN EXHIBIT "C" BEING SHEET 1, ATTACHED
HERETO AND MADE PART HEREOF.

WM SURVEYS INC.
W.L. Meagher
2747 Sherwin Ave. #12
Ventura, Ca. 93003
(805) 677-4850

"Exhibit D"
APN #155-020-038
TORO CANYON
SANTA BARBARA COUNTY, CA.



DETAIL 1 EXHIBIT



LEGEND

 PROPOSED EASEMENT AREA

ATTACHMENT A - SITE LAYOUT
TORO CANYON OIL WATER SEPARATOR
REPLACEMENT PROJECT
TORO CANYON - SANTA BARBARA,
CALIFORNIA

Geosyntec[®]
consultants

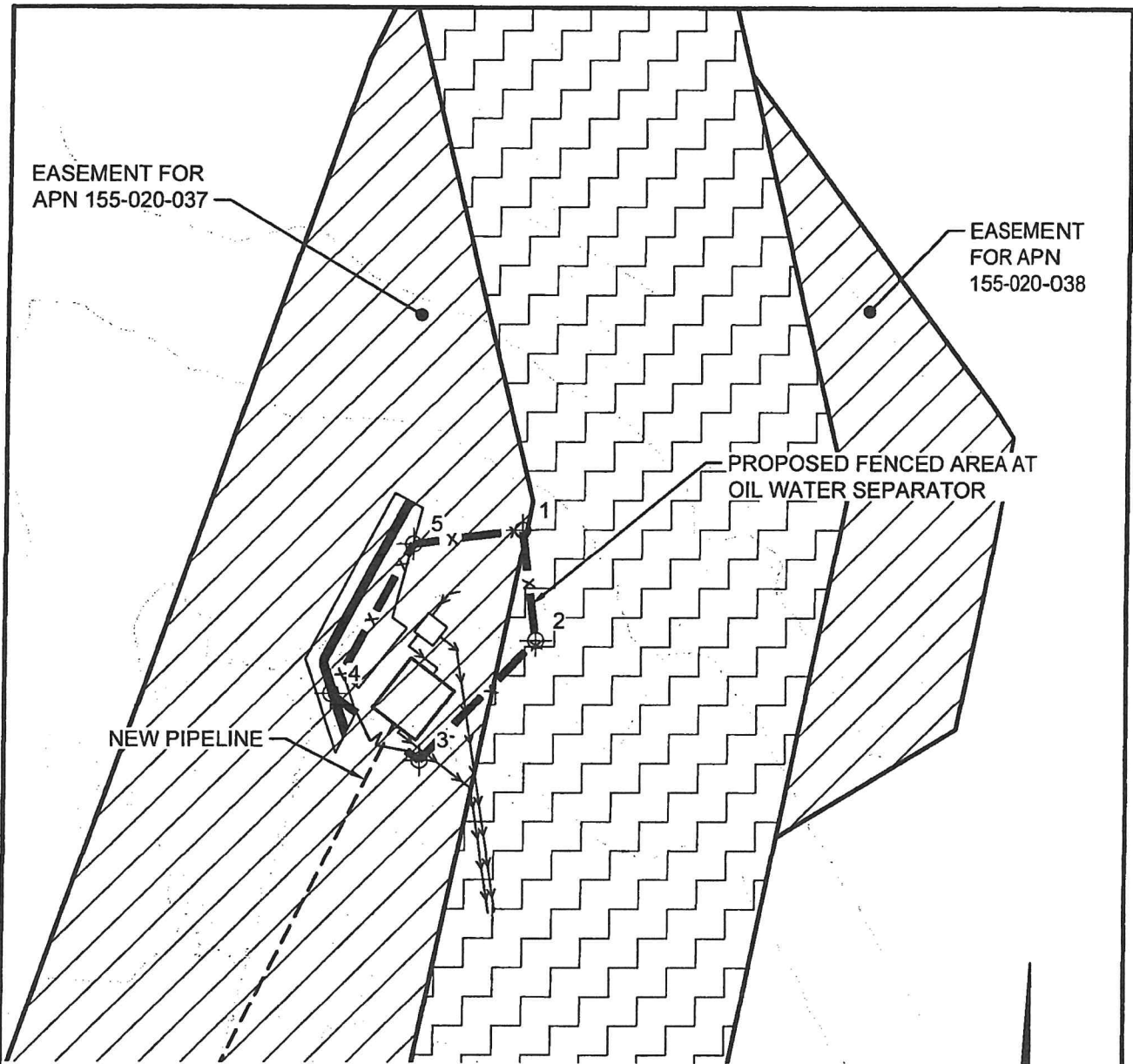
FIGURE

PROJECT NO: GST8037

JULY 2023

C:_GEO\PMDS01\DMIS\17907\GST8037-F04 - Last Saved By: SBerdy on 7/20/23

DETAIL 2 EXHIBIT



SURVEY CONTROL DATA

POINT NUMBER	NORTHING	EASTING
1	1993113.67	6091113.31
2	1993099.52	6091115.12
3	1993084.10	6091100.36
4	1993092.66	6091088.94
5	1993111.88	6091099.36

LEGEND



PROPOSED EASEMENT AREA



ATTACHMENT A - SITE LAYOUT
 TORO CANYON OIL WATER SEPARATOR
 REPLACEMENT PROJECT
 TORO CANYON - SANTA BARBARA,
 CALIFORNIA

Geosyntec[®]
 consultants

FIGURE

PROJECT NO: GST8037

JULY 2023