

REAL PROPERTY AGREEMENT

THIS REAL PROPERTY AGREEMENT (this “Agreement”) is by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the “COUNTY,” and Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015, hereinafter referred to as “OWNER,” with reference to the following:

RECITALS

WHEREAS, OWNER is the owner of that certain real property in the County of Santa Barbara, State of California, commonly known as 1071 Toro Canyon Road, Santa Barbara, California (the “Owner’s Property”) and referred to on the County Assessor Map Book 155, Page 2, as Lot 41, also referred to by the County Assessor as Assessor’s Parcel Number (APN) 155-020-041 shown in Exhibit 1; and

WHEREAS, COUNTY is the owner of that certain real property referred to on the County Assessor Map Book 155, Page 2, as Lot 15, also by the County Assessor as APN 155-020-015 (“County’s Property”), a portion of which lies contiguous with the Owner’s Property as shown in Exhibit 1; and

WHEREAS, the COUNTY has the authority to monitor and oversee the Oil Separator Facilities which were installed under the direction of the Environmental Protection Agency in 1998 and consist of an oil-water separator, an oil pipeline, and an oil containment tank which are located upon several contiguous properties in Toro Canyon, including Owner’s Property and County’s Property; and

WHEREAS, COUNTY seeks a permanent Easement over a portion of Owner’s Property (“Easement”) as shown in Exhibit 2 (“Easement Deed”) in conjunction with COUNTY’s plans to improve, repair, and/or replace the existing Oil Separator Facilities; and

WHEREAS, Owner’s Property is currently being used to grow avocados and other agriculture, and the Easement is over a narrow and unpaved agricultural road, and therefore, OWNER recommends using pedestrian access or using all-terrain or utility-terrain or similar vehicles for access, until any future time when the Easement may be improved and/or paved.

WHEREAS, OWNER will grant the Easement Deed to COUNTY in exchange for the conveyance of that portion of County’s Property that lies contiguous to Owner’s Property, portions of which would be subject to a permanent easement for the County’s ongoing oversight of the Oil Separator Facilities, as shown in Exhibit 3 (the “Grant Deed”) and with the condition that COUNTY agrees to process a parcel merger to legally merge the COUNTY-conveyed land into Owner’s Property so that OWNER has one merged legal parcel when the exchange and merger processes are completed, promptly following the submittal of a merger application signed by OWNER; and

WHEREAS, COUNTY and OWNER agree to enter into this Agreement for the exchange of property interests, and mutually agree to said property exchange per the terms and provisions defined in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. **EXCHANGE**: Subject to the terms and conditions contained in this Agreement, OWNER agrees to convey to COUNTY the Easement Deed over Parcel 155-020-041 described in Exhibit 2. In exchange, COUNTY agrees to transfer to OWNER a portion of the real property interest of Parcel 155-020-015 in fee with a permanent easement interest reserved to the COUNTY as described in Exhibit 3 to allow for ongoing oversight of the Oil Separator Facilities by the COUNTY.
2. **TIMING OF EXCHANGE**: The Parties will exercise their best efforts to promptly complete the tasks allocated to them. OWNER will convey the Easement Deed shown in Exhibit 2 concurrent with the execution of this Agreement in order to facilitate the COUNTY's plans to improve and replace/repair the Oil Separator Facilities. In exchange, COUNTY shall promptly convey the property shown in the Grant Deed attached as Exhibit 3 to OWNER within 12 months of the date of this Agreement. If additional time is needed to complete the property transfer, this Agreement may be extended only upon the mutual agreement of COUNTY and OWNER. If at the time completion of the twelve (12) months, or possible extension, the conveyance of the property has not been completed, the Easement Deed shall be deemed null and void.
3. **COUNTY ACCESS ACROSS EASEMENT**: COUNTY shall have the right of ingress and egress for personnel, vehicles, and equipment, to, from, over, and along the easement areas described in the Easement Deed and the Grant Deed, (collectively the "Easement") for the purposes set forth in said Deeds. COUNTY acknowledges that the ingress egress right over and across the Easement is shared with other property owners who have access rights in the Easement areas. COUNTY agrees to provide courtesy notice to OWNER of COUNTY's and COUNTY'S contractors' anticipated access schedule for routine maintenance and inspections. COUNTY shall promptly repair any damage to the Easement areas caused by COUNTY's access and use of the Easement on OWNER's Property.
4. **TRANSACTION FEES**: COUNTY shall pay for all necessary transactional closing costs, including any fees associated with recording each of the deeds referenced in this Agreement in the Santa Barbara County Recorder's Office, for this exchange.
5. **TITLE AND DEED**: Title to all real property interests being exchanged in this transaction shall be free of monetary liens and encumbrances, restrictions, and rights to possession or claims to possession rights, and conditions (recorded and/or unrecorded). The parties agree to work cooperatively together to obtain and provide all transactional paperwork required to complete this transaction, including obtaining any necessary lender consent to the Easement Deed. Subordinations from any holders of liens against OWNER's Property shall be recorded concurrently in the Santa Barbara County Recorder's Office with the Easement Deed.

6. **COUNTY OBLIGATIONS:** The COUNTY shall be obligated as follows:

- a. COUNTY shall diligently pursue the completion of the Oil Separator Facilities improvement project as expeditiously as possible given construction and permitting constraints.
- b. COUNTY shall ensure that any work associated with the Oil Separator Facilities within Owner's Property is conducted within the Easement described herein in Exhibit 2. The boundaries of the Easement area shall be surveyed and marked by COUNTY, at COUNTY's sole expense, in order to ensure that all access and work on the Oil Separator Facilities are conducted within said Easement.
- c. COUNTY shall ensure that all those entering Owner's Property on COUNTY's direction and behalf abide by all terms and conditions of this Agreement and the associated Deeds shown in Exhibits 2 and 3.
- d. COUNTY shall indemnify, defend and hold harmless OWNER from any and all costs, expenses (including attorney's fees), and liabilities resulting from COUNTY's or COUNTY's staff, employees, officers, authorized agents, and its contractors entry, use, and work conducted in the Easement.
- e. County shall assume full responsibility and liability for any and all use of the Easements shown in Exhibits 2 and 3 attached, for the oil separator equipment installed and managed by COUNTY, equipment failures of said equipment, and remediation for any environmental damage arising from said equipment and the existence of the oils separator system facilities and COUNTY's use of the Easement areas described in Exhibits 2 and 3 attached.
- f. During construction of improvements to the Oil Separator Facilities, COUNTY shall provide 48 Hours advance notice of any potential service interruptions to irrigation or electrical utilities required by said construction and shall restore or replace interrupted irrigation services within 24 hours or will reroute irrigation and electrical line to ensure OWNER's orchard waterline is not interrupted for a period of more than 24 hours. County acknowledges that OWNER's water service is critical to agricultural operations during periods of hot weather. During such periods, OWNER's water service shall not be interrupted for more than a 24 hour continuous duration without OWNER's consent.
- g. COUNTY shall, following completion of COUNTY's construction of the Facilities improvements, or sooner at COUNTY's sole discretion, promptly complete its conveyance of County Property to OWNER via the Deed as described in Exhibit 3, and process a Voluntary Merger Petition signed by OWNER to effectuate the merger of the land conveyed by said Deed from COUNTY to OWNER with OWNER's contiguous land, resulting in a single parcel that will be encumbered by the Easement granted/reserved by COUNTY as described in Exhibits 2 and 3 to this Agreement. OWNER and COUNTY agree that the Easement rights to COUNTY are intended to encompass the agricultural road, as it exists at the time of this Agreement, and all physical locations wherein road culverts and the oil separator pipeline and associated facilities are installed by COUNTY, the location of which is graphically depicted in the Grant Deed attached as Exhibit 3 to this

Agreement. COUNTY will survey and prepare a legal description for the Easement that covers only the areas described in this paragraph, and this survey and description shall be completed at COUNTY's sole cost, and shall be the final and controlling document that describes the Easement and shall be recorded as an attachment to the Grant Deed.

- h. COUNTY shall be responsible to pay for any and all usual and customary closing costs as contained in Section 4 of this Agreement and any fees required in conjunction with completing the Voluntary Merger.

7. **OWNER OBLIGATIONS:** In addition to the Easement conveyances described above, OWNER agrees to complete and submit to COUNTY a petition for Voluntary Lot Merger to initiate the lot merger process as soon as OWNER is notified by COUNTY that construction is complete, and OWNER and COUNTY agree to do all acts necessary to effectuate completion of the Lot Merger process. Any fees associated with this process will be borne by COUNTY.

8. **OWNER REPRESENTATION AND WARRANTIES:** OWNER represents and warrants that:

- a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against OWNER's Property or pending against OWNER, which could affect OWNER's title of OWNER's Property.
- b. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNER.
- c. OWNER will not subject the Easement areas being conveyed to COUNTY to any conflicting liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Agreement.
- d. Neither the entering into this Agreement nor the performance of any of OWNER obligations under this Agreement will violate the terms of any contract, agreement or instrument to which OWNER is a party.
- e. OWNER represents and warrants there are currently no tenants having any rights, title or interests, possessory or otherwise, in the Easement area being conveyed to COUNTY by said Easement Deed in Exhibit 2 before and/or after the execution of this Agreement.

The representations in this Section are made to the best of OWNER's knowledge after reasonable inquiry.

9. **TIME OF ESSENCE:** Time is of the essence in the performance by the parties in respect to this Agreement.

10. **NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate

by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, COUNTY may also provide notices, documents, correspondence or such other communications to OWNER or their Representative by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO OWNER: Mary McEwen and Dan Bellaart
1071 Toro Canyon Road
Santa Barbara, CA 93108
805- 451-7629
With courtesy copy to:
mcewenranch@cox.net
DanBellaart@gmail.com

IF TO COUNTY: County of Santa Barbara
Public Works Department
Attn: Walter Rubalcava
130 Victoria Street, Suite 200
Santa Barbara, CA 93101
Telephone: (805) 568-3400
With courtesy copy to:
wrubalc@countyofsb.org

11. WAIVERS: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

12. CONSTRUCTION: Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

13. FURTHER ASSURANCES: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

14. THIRD PARTY RIGHTS: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

15. INTEGRATION: This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the property interests described in the Deed.

16. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

17. **AMENDMENT:** This Agreement may not be amended or altered except by a written instrument executed by COUNTY and OWNER.

18. **PARTIAL INVALIDITY:** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

19. **EXHIBITS:** All exhibits are incorporated in this Agreement by reference.

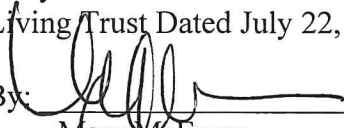
20. **AUTHORITY OF PARTIES:** All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party. OWNER represent and warrant that they are collectively the sole OWNER of the Subject Property or are authorized by the OWNER of the Subject Property to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

21. **GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

22. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement. The foregoing notwithstanding, original signatures shall be required for the Permanent Easement Deed; facsimile and/or electronic signatures shall not be accepted for the Permanent Easement Deed. In the event that the Santa Barbara County Recorder’s Office requires original signatures for other documents, the parties shall produce such original signatures within seventy two (72) hours or at such other time as the parties mutually agree.

“OWNER”

Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015

By:  _____
Mary McEwen
Trustee

By:  _____
Dan Bellaart
Trustee

Date: 10/5/2023

Date: 10/5/2023

Additional Signature page follows

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

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:

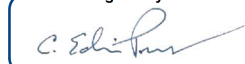
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: DocuSigned by:


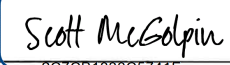
C156A3FB83F7454...
Deputy County Counsel

By: DocuSigned by:



A99ED5BD71D04FB
Deputy Auditor-Controller

APPROVED:

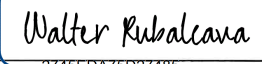
APPROVED AS TO FORM:

By: DocuSigned by:


2C7CB1830C5741E
Scott D. McGolpin, Director
Public Works Department

By: DocuSigned by:


53A87A8798BA4D7
Greg Milligan, Risk Manager
Executive Office - Risk Management

By: DocuSigned by:


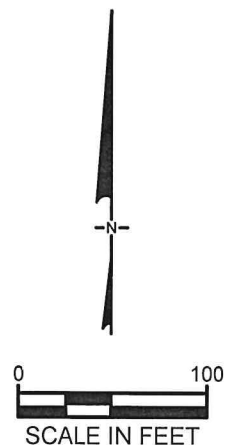
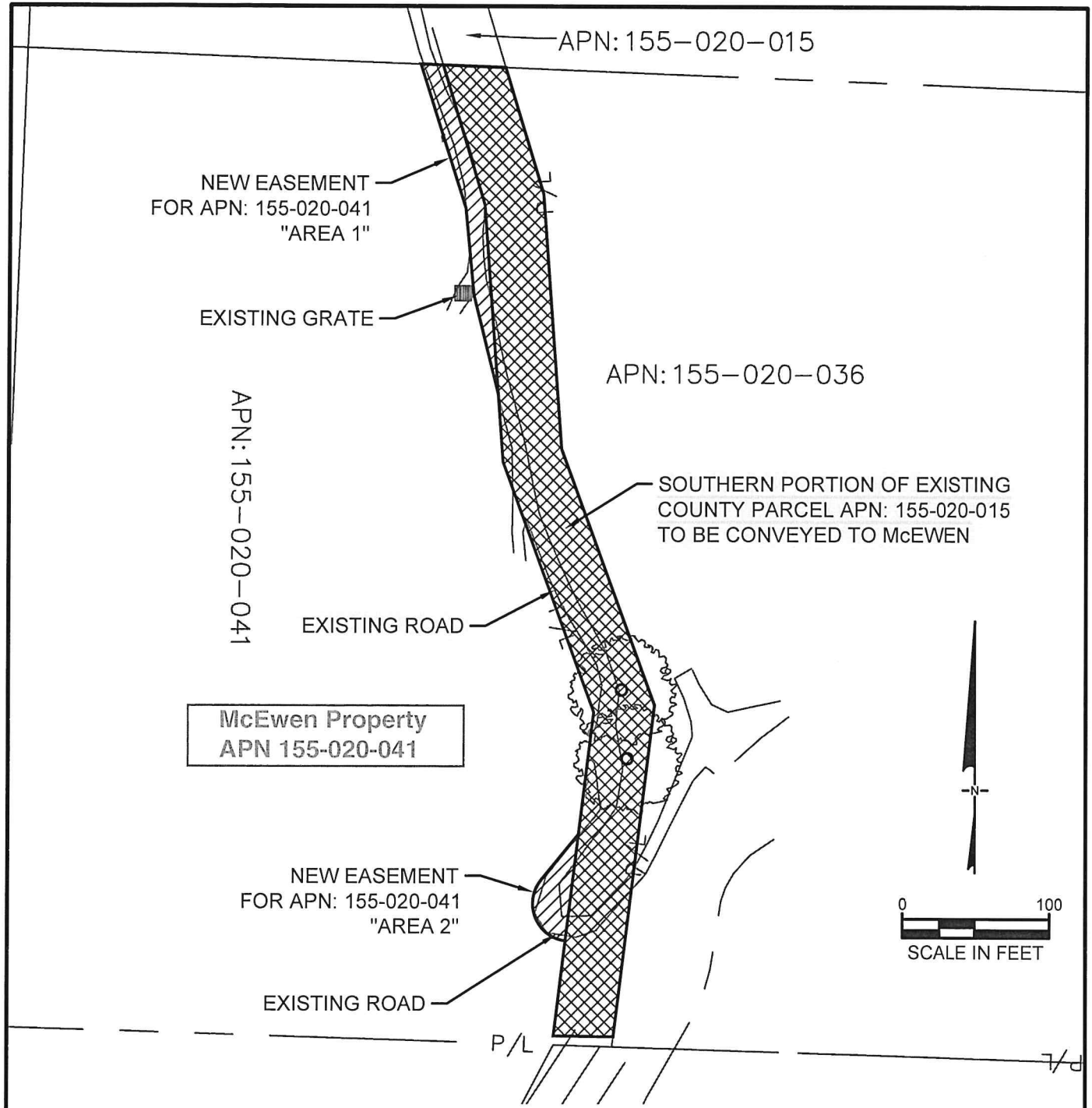
2745EDA75D27485...
Walter Rubalcava, Deputy Director
Public Works Department

Owner's Property: 1071 Toro Canyon Road, Santa Barbara, California
APN: 155-020-041

EXHIBITS

- Exhibit 1 – Vicinity Map showing Owner's Property and County Property
- Exhibit 2 – EASEMENT DEED from OWNER to COUNTY
- Exhibit 3 – GRANT DEED from COUNTY to OWNER

VICINITY MAP SHOWING OWNER'S AND COUNTY PROPERTIES



NOTE:

SURVEY DATA SHOWN IN THIS DRAWING IS EXTRACTED FROM THE FILE PROVIDED BY SANTA BARBARA COUNTY, FILE NAME S499_TOPO.DWG RECEIVED 12 AUGUST 2022. NOT INTENDED FOR ESTABLISHING LEGAL PROPERTY OR EASEMENT BOUNDARIES.

LEGEND:

- P/L PROPERTY LINE
- EASEMENT LIMITS
- NEW EASEMENT AREAS FOR APN: 155-020-041
- SOUTHERN PORTION OF EXISTING COUNTY PARCEL APN: 155-020-015 TO BE CONVEYED TO McEWEN

EASEMENT LIMITS TORO CANYON PROJECT SANTA BARBARA, CALIFORNIA	
Geosyntec consultants	EXHIBIT 1
SANTA BARBARA, CALIFORNIA	APRIL 2023

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: 155-020-041

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

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00 (Exempt); CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$0.00 **NO CONSIDERATION \$0**

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,

Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015 (hereinafter referred to as "Grantor"),

hereby grant 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 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 specific portions of the Easement Area described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein, which lie within Grantor's Property as hereinafter described.

Grantor's Property is described in Exhibit C, attached hereto and incorporated herein ("Grantor's Property").

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 an ongoing basis to access, monitor, operate, inspect, repair, construct, replace and maintain the Oil Separator Facilities. County assumes all risks and liabilities associated with its use of this Easement.

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.” The Oil Separator Facilities include, but are not limited to, a pipeline buried below ground within the Easement. Plans for the Oil Separator Facilities are retained at the County’s offices.

2. 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, and the Parties to this Deed agree to cooperatively work together in good faith to ensure the access needs of the other party are accommodated. The County, its staff, employees, officers, authorized agents, and contractors shall not impede the use or block any portion of the Easement or the agricultural road encumbered by the Easement in any manner that obstructs Grantor’s ability to traverse the Easement in conjunction with Grantor’s access and orchard operational needs.

3. Grantor’s Utilities. Grantor maintains an existing waterline, electrical line, and related facilities (“Grantor’s Utilities”) that traverse the Easement area, some of which are shown in Exhibit D. County agrees to the extent possible to avoid Grantor’s Utilities in place. If Grantor’s Utilities must be relocated to avoid conflict with the County’s use and rights described herein, County shall relocate Grantor’s Utilities at no cost to Grantor after prior notification to Grantor.

4. Easement Area Condition. In order to operate, construct, repair and maintain the Oil Separator Facilities, County may restore the Easement to the same or better condition as that which existed prior to said repair or maintenance. County shall promptly repair any damage to the Easement areas caused by County’s access and use of the Easement

5. Protection of Facilities. In order to protect the Oil Separator Facilities, the Parties agree that the ground surface elevation of the Easement shall not be modified from the elevations established upon completion of construction of the Oil Separator Facilities. The Parties agree that no grading operations, ripping, stockpiling, or any other activities within the Easement that may damage the Oil Separator Facilities will be undertaken. The Parties will each conduct their access and operations in a manner that protects each party’s facilities and improvements within the Easement. County is granted the right to access Grantor’s land immediately adjacent to the Easement to clear culverts and address any erosion of the Easement, if and when County deems necessary to protect the Easement area and the Oil Separator Facilities located therein.

6. Improvements. This Easement is subject to all existing improvements, including those of which are within close proximity of the Oil Separator Facilities as depicted on Exhibit D, and all future uses which do not directly or indirectly impair, impede, interfere with or endanger the rights of the Parties hereto, their access and their facilities located within the Easement; provided, however, that each party shall have the right to clear and keep clear from the Easement Area all surface improvements,

including, but not limited to buildings, structures, walls, or facilities, and any earth cover or stockpile of material placed without the other’s written consent, or which interfere with either Party’s access to and monitoring, operation or protection of its improvements and facilities. If any locked gates are installed that would block access, the Parties agree that each shall be provided with the access key or code for entry through said gate.

7. 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 or damages directly caused by County’s Facilities and County’s use of the Easement.

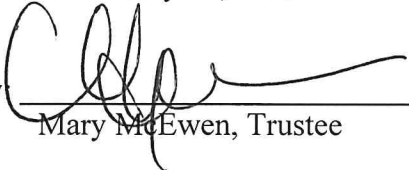
8. Conditional Conveyance. This Easement is granted in exchange for a conveyance from County to Grantor of a portion of that certain real property referred to on the County Assessor Map Book 155, Page 2, as Lot 15, also by the County Assessor as APN 155-020-015 (“County’s Property”), that portion of which lies contiguous with the Grantor’s Property APN 155-020-041. Recordation of a Grant Deed from County to Grantor shall be deemed evidence of satisfaction of this condition. If for any reason the Grant Deed from County to Grantor is not recorded within 12 months of the date that this Deed is accepted by County, then this Easement shall be deemed null and void.

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 5th day of October, 2023.

GRANTOR:

Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015

By: 
Mary McEwen, Trustee

By: 
Dan Bellaart, 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 _____

On _____ before me, _____, Notary Public, personally appeared Mary McEwen, 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)

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 _____

On _____ before me, _____, Notary Public, personally appeared Dan Bellaart, 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)

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 October 5, 2023, from Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015, collectively 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 _____ 2023.

ATTEST:
MONA MIYASATO
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA
Board of Supervisors

By: _____
Deputy Clerk

By: _____
Das Williams, Chair

Date: _____

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

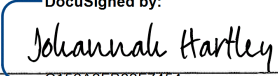
By:  _____
C156A3FB83F7454
Johannah Hartley
Deputy County Counsel

EXHIBIT "A"
PERMANENT EASEMENT
TORO CANYON OIL SEPARATOR FACILITY
PORTION OF APNs: 155-020-041 & 155-020-015
LEGAL DESCRIPTION

A portion of land situated in the Southwest 1/4 of Section 1 Township 4 North Range 26 West in the County of Santa Barbara, State of California, per the Official Plat thereof.

Said portion being a 5.00 (five) foot wide strip lying westerly, southerly, and southeasterly of a **surveyed centerline of dirt road**, and a 10.00 (ten) foot wide strip lying easterly of a portion of said **surveyed centerline of dirt road** and terminating at the southerly end of course 8 thereof hereinafter described, and a 5.00 (five) foot wide strip lying easterly, northerly and northwesterly of a portion of said **surveyed centerline of dirt road** beginning at "Point B" hereinafter described, **together with** a 10.00 (ten) foot wide strip lying northeasterly of a **surveyed centerline of above ground pipeline** starting at the intersection with said **surveyed centerline of dirt road** at "Point A" hereinafter described, **and together with** a variable width portion of said land lying between said surveyed centerlines lines more particularly described as follows:

A "**surveyed centerline of dirt road**", **COMMENCING** at the 2" Brass Cap Stamped "R.E. 2786" at the southerly terminus of the Basis of Bearings shown on the record of survey map recorded in book 172 of Records of Surveys at pages 16-17, thence;

North 00°04'20" East, along said Basis of Bearings a distance of 5283.48 feet, to the 1/2" Iron Pipe with Tag Stamped "L.S. 3511" shown on said record of survey map, thence;

North 84°54'20" East along a calculated tie line (not shown on said record of survey map), a distance of 1526.27 feet to the 1-1/2" Iron Pipe with 2" Brass Cap Stamped "SANTA BARBARA COUNTY SURVEYOR" at the Northerly terminus of the line with a bearing of North 17°57'43" West and with length of 249.95 feet as shown on said record of survey map, said line being a westerly line of the 1.2 Acres parcel of land granted to the County of Santa Barbara in the Grant Deed recorded August 16, 2010 in instrument 2010-0043816 of Official Records of said County, thence;

South 17°57'43" East along said westerly line of said 1.2 Acre parcel of land granted to said County, a distance of 152.62 more or less to the Northeast corner of the land referred to as "Parcel A" described in Quitclaim Deed recorded July 22, 2015 in Instrument No. 2015-0039287 of Official Records of said County.

Said corner being a point in the westerly line of that parcel of land referred to as "Parcel Three" in Quitclaim Deed recorded September 27, 1983 in instrument No. 83-51574 of Official Records said point being a point in said westerly line with a bearing of North 17°57'43" West and with length of 249.95 feet as shown on said record of survey map and as also shown on that map recorded in Book 85, Page 94 of Records of Surveys, at the easterly terminus of that described certain 2nd course of said Parcel A, thence;

North 88°39'51" West along the northerly line of said "Parcel A", a distance of 5.15 feet to a point, said point being the **TRUE POINT OF BEGINNING of surveyed centerline of dirt road**, thence;

- 1) South 19°44'02" East leaving said northerly line of said Parcel A, a distance of 40.09 feet, thence;
- 2) South 22°07'00" East, a distance of 21.24 feet, thence;
- 3) South 09°52'22" East, a distance of 24.84 feet, thence;
- 4) South 07°19'08" East, a distance of 21.94 feet, thence;

- 5) South 03°47'02" East, a distance of 26.03 feet, thence;
- 6) South 08°32'40" East, a distance of 20.96 feet, thence;
- 7) South 11°40'31" East, a distance of 32.45 feet, thence;
- 8) South 14°23'38" East, a distance of 96.34 feet to the beginning of a curve concave northeasterly, with a radius of 513.26 feet, thence;
- 9) Southeasterly along the arc of said curve a distance of 46.88 feet thru a central angle of 05°14'00" to a compound curve concave northeasterly, with a radius of 205.37 feet, thence;
- 10) Southeasterly along the arc of said compound curve a distance of 64.47 feet thru a central angle of 17°59'11" to a reverse curve concave southwesterly, with a radius of 72.22 feet, thence;
- 11) Southeasterly and southerly along the arc of said reverse curve (a distance of 28.00 feet thru a central angle of 22°12'57" to a point herein referred to as "Point B") a distance of 57.52 feet thru a central angle of 45°38'01" to a reverse curve concave easterly, with a radius of 87.21 feet, thence;
- 12) Southwesterly and southeasterly along the arc of said reverse curve a distance of 35.32 feet thru a central angle of 23°12'19" to a reverse curve concave westerly, with a radius of 46.13 feet, thence;
- 13) Southeasterly and southwesterly along the arc of said reverse curve a distance of 35.77 feet thru a central angle of 44°25'22" to a compound curve concave northwesterly, with a radius of 93.01 feet, thence;
- 14) Southwesterly along the arc of said compound curve a distance of 29.97 feet thru a central angle of 18°27'29" to a reverse curve concave southeasterly, with a radius of 66.30 feet, thence;
- 15) Southwesterly along the arc of said reverse curve a distance of 27.64 feet thru a central angle of 23°52'57" to a compound curve concave easterly, with a radius of 25.00 feet, thence;
- 16) Southwesterly and southerly along the arc of said compound curve a distance of 15.77 feet thru a central angle of 36°08'18" to a compound curve concave northeasterly, with a radius of 17.37 feet, thence;
- 17) Southeasterly and easterly along the arc of said compound curve a distance of 26.68 feet thru a central angle of 87°59'35" to a compound curve concave northwesterly, with a radius of 40.00 feet, thence;
- 18) Easterly and northeasterly along the arc of said compound curve a distance of 15.00 feet thru a central angle of 21°29'16" to a compound curve concave northwesterly, with a radius of 78.27 feet, thence;
- 19) Northeasterly along the arc of said compound curve a distance of 34.35 feet thru a central angle of 25°08'42" to a point in the easterly line of said "Parcel Three", said point being the **POINT OF TERMINUS of surveyed centerline of dirt road.**

A "surveyed centerline of above ground pipeline", BEGINNING at "Point A" being distant North 14°23'38" West, a distance of 1.01 feet from the southerly terminus of the herein described **surveyed centerline of dirt road** course 8, thence;

South 37°54'44" East, a distance of 109.21 feet to a point in the easterly line of Said "Parcel Three" distant South 06°03'38" West along the easterly line of Said "Parcel Three", a distance of 121.26 feet from the northerly terminus of said easterly line of said "Parcel Three" with bearing North 06°03'38" East shown on said record of survey, said point being the **POINT OF TERMINUS of surveyed centerline of above ground pipeline.**

The easterly sideline of the southwesterly 5.00 (five) foot strip, beginning at the **TRUE POINT OF BEGINNING of the above described surveyed centerline of dirt road**, thence;
Southeasterly, southerly, southeasterly, southwesterly, southerly, southwesterly, westerly, and northeasterly along the 19 courses of the herein described to said **POINT OF TERMINUS of surveyed centerline of dirt road**.

The westerly and southerly sideline of the northeasterly 10.00 (ten) foot strip, beginning at said **TRUE POINT OF BEGINNING of surveyed centerline of dirt road**, thence;
Southeasterly, along the first 8 courses of said herein described **surveyed centerline of dirt road** to said **POINT OF BEGINNING of surveyed centerline of above ground pipeline** being said "Point A", thence;

South 37°54'44" East along said **surveyed centerline of above ground pipeline**, a distance of 109.21 feet to said **POINT OF TERMINUS of surveyed centerline of above ground pipeline**.

A variable width portion of land lying between said surveyed centerlines lines is bound on the North by said **surveyed centerline of above ground pipeline** and bound on the East by said easterly line of said "Parcel Three" and bound on the South by a line perpendicular from said easterly line of said "Parcel Three" at a point of intersection of the prolongation of a line parallel with and 10.00 (ten) feet southwesterly of said **surveyed centerline of above ground pipeline** to "Point B", said point of intersection being distant North 21°05'44" West, a distance of 34.50 feet from northerly terminus of said easterly line of said "Parcel Three" with bearing North 06°03'38" East shown on said record of survey, and bound on the West by said **surveyed centerline of dirt road**.

The westerly southerly and southeasterly sideline of the northeasterly 5.00 (five) foot strip, beginning at said "Point B" herein described as a point in said **surveyed centerline of dirt road** in course 11, thence;
Along said **surveyed centerline of dirt road** southeasterly, southwesterly, southerly, easterly and northeasterly to said **POINT OF TERMINUS of surveyed centerline of dirt road**.

Sidelines of the herein described strips are extended or shortened to intersect said easterly line of said "Parcel Three" or to intersect said northerly line of said "Parcel A" or prolongation thereof.

Herein above described Area contains approximately 11,051 Square Feet (0.254± acres), more or less.

A Sketch of the herein above described land is depicted on Exhibit "B", being 1 sheet, attached hereto and made a part hereof.

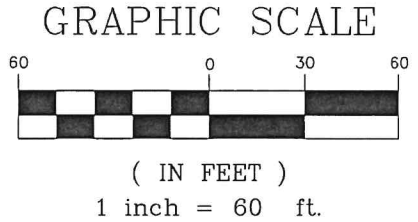
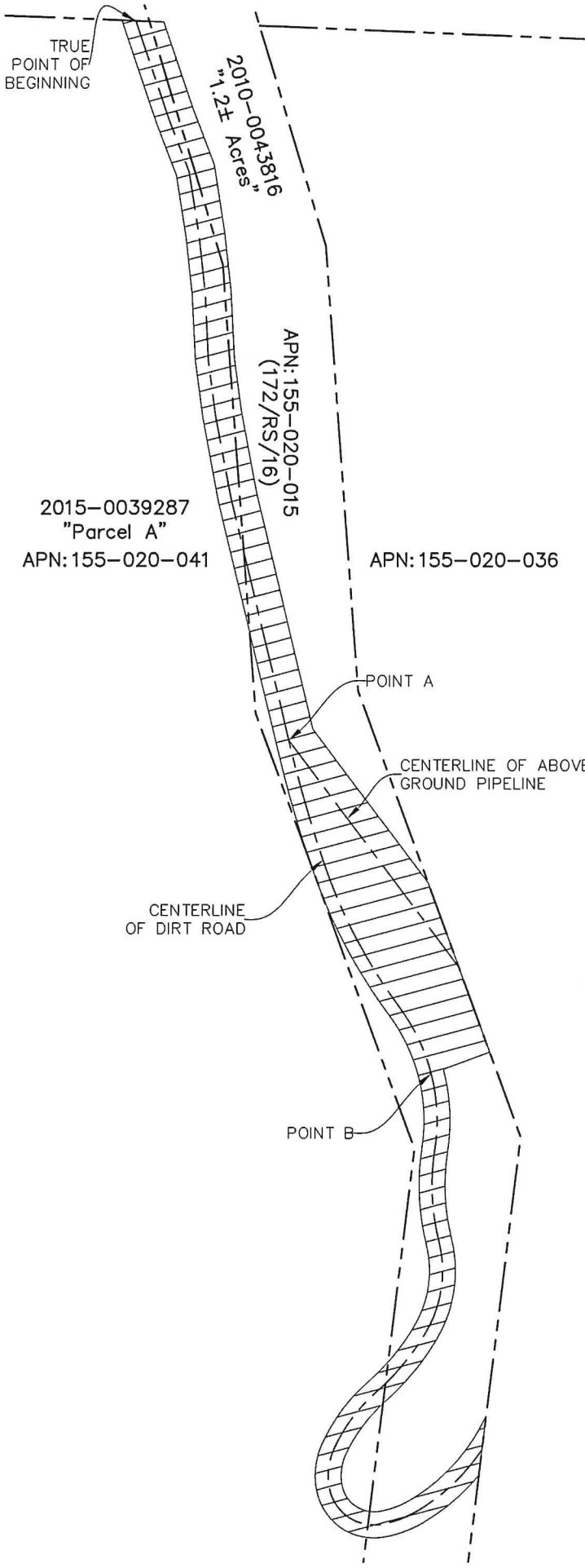
End of Description


This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

E. Teñell Matlovsky
E. Teñell Matlovsky, PLS 8629



10/03/2023
Date



 THE LAND DEPICTED HEREON IS DESCRIBED IN EXHIBIT "A", BEING 3 SHEETS, ATTACHED HERETO AND MADE A PART HEREOF.

THIS EXHIBIT MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

E. Teñell Matlovsky 10/03/2023
E. TEÑELL MATLOVSKY DATE



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE

PERMANENT EASEMENT
OIL WATER SEPARATOR FACILITY
TORO CANYON
Portion of APNs: 155-020-041 & 155-020-015
SANTA BARBARA COUNTY, CALIFORNIA
OCTOBER 2023
SHEET 1 OF 1 EXHIBIT "B" S1057

GRANTOR'S PROPERTY

EXHIBIT "C"

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL A:

THAT PORTION OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 10,498 AS FILED IN BOOK 1, PAGE 71 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER SAID PARCEL BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO BASE AND MERIDIAN, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 115, PAGE 57 OF RECORDS OF SURVEY AS FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL 1 AS SHOWN ON SAID PARCEL MAP;

THENCE 1ST, ALONG THE WESTERLY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, NORTH 0°07'28" EAST (NORTH 0°05'35" EAST PER R/S 115-57) 654.23 FEET TO THE NORTHWESTERLY CORNER OF SAID NORTH 1/2;

THENCE 2ND, ALONG THE NORTHERLY LINE OF SAID NORTH 1/2, SOUTH 89°45'45" EAST (SOUTH 89°47'38" EAST PER R/S 115-57) 279.01 AS DESCRIBED IN PARCEL 1 OF DEED TO MICHAEL MCEWEN AND MARY MCEWEN RECORDED AS INSTRUMENT NO. 97-017321 OF OFFICIAL RECORDS TO A POINT IN THE WESTERLY LINE OF THAT PARCEL OF LAND REFERRED TO AS "PARCEL THREE" IN THAT GRANT DEED FROM PETER WM. GLASER TO JOHN P. THORNDIKE RECORDED SEPTEMBER 27, 1983 AS INSTRUMENT NO. 83-51574 OF OFFICIAL RECORDS AND SHOWN ON A RECORD OF SURVEY FILED IN BOOK 85, PAGE 94 OF RECORDS OF SURVEY;

THENCE 3RD, ALONG THE WESTERLY LINE OF SAID THORNDIKE PARCEL, SOUTH 19°03'24" EAST (SOUTH 19°05'17" EAST PER INSTRUMENT NO. 97-017321) 97.32 FEET;

THENCE 4TH, CONTINUING ALONG SAID THORNDIKE LINE, SOUTH 6°16'56" EAST (SOUTH 6°18'49" EAST PER INSTRUMENT NO. 97-017321) 172.26 FEET;

THENCE 5TH, CONTINUING ALONG SAID THORNDIKE LINE, SOUTH 22°11'25" EAST (SOUTH 22°13'18" EAST PER INSTRUMENT NO. 97-017321) 178.10 FEET;

THENCE 6TH, CONTINUING ALONG SAID THORNDIKE LINE, SOUTH 4°57'57" WEST (SOUTH 4°56'04" WEST PER INSTRUMENT NO. 97-01732101 224.80 (231.27 PER INSTRUMENT NO. 017321) FEET TO ITS INTERSECTION WITH SAID NORTHERLY LINE OF SAID PARCEL 1 AND THE SOUTHEASTERLY CORNER OF SAID REAL PROPERTY DESCRIBED AS PARCEL 1 IN SAID DEED TO MICHAEL MCEWEN AND MARY MCEWEN, RECORDED AS INSTRUMENT NO. 97-017321 OF OFFICIAL RECORDS, SAID POINT ALSO BEARS SOUTH 89°51'00" WEST 538.87 FEET FROM THE NORTHEASTERLY CORNER OF SAID PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 10,498;

THENCE 7TH, LEAVING SAID NORTHERLY LINE OF PARCEL 1, SOUTH 25°46'05" WEST 90.22 FEET;

THENCE 8TH, SOUTH 14°51'42" WEST 91.48 FEET;

THENCE 9TH, SOUTH 34°29'35" WEST 116.37 FEET;

THENCE 10TH, SOUTH 22°52'20" WEST 103.41 FEET;

THENCE 11TH, SOUTH 2°01'17" WEST 53.37 FEET;

THENCE 12TH, SOUTH 21°35'16" WEST 39.52 FEET;

THENCE 13TH, SOUTH 40°00'28" WEST 112.57 FEET;

THENCE 14TH, NORTH 89°54'35" WEST 122.45 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1 OF SAID PARCEL MAP WHICH IS NORTH 0°07'28" EAST (NORTH 0°05'25" EAST PER 1PM71) 124.04 FEET FROM THE SOUTHWESTERLY CORNER OF SAID PARCEL 1:

THENCE 15TH, ALONG SAID WESTERLY LINE OF SAID PARCEL 1, NORTH 0°07'28" EAST (NORTH 0°05'25" EAST PER 1PM71) 535.98 FEET TO SAID NORTHWESTERLY CORNER OF SAID PARCEL 1 AND THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 99-LA-012, RECORDED NOVEMBER 20, 2000 AS INSTRUMENT NO. 00-72199 OF OFFICIAL RECORDS.

PARCEL B:

A 40 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN DOCUMENT ENTITLED "GRANT OF EASEMENT RECORDED JANUARY 8, 1992 AS INSTRUMENT NO. 92-001180 OF OFFICIAL RECORDS, THROUGH THAT PORTION OF PARCEL 1 OF PARCEL MAP 10498, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 71, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN ON SAID MAP:

THENCE NORTH 89°51'00" EAST 71.97 FEET ALONG THE SOUTH LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING;

THENCE 1ST: NORTH 31°40'17" WEST 48.27 FEET;

THENCE 2ND: NORTH 30°01'21" EAST 23.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 64.00 FEET;

THENCE 3RD; ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°49'44" A DISTANCE OF 53.43 FEET;

THENCE 4TH; TANGENT TO SAID CURVE NORTH 77°51'05" EAST 33.08 FEET TO THE BEGINNING OF A TANGENT CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 105.00 FEET;

THENCE 5TH; ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°15'49" A DISTANCE OF 103.11 FEET;

THENCE 6TH; TANGENT TO SAID CURVE, NORTH 21°35'17" EAST 84.11 FEET;

THENCE 7TH; NORTH 02°01'17" EAST 53.08 FEET;

THENCE 8TH; NORTH 22°52'20" EAST 92.97 FEET;

THENCE 9TH; NORTH 37°14'32" EAST 62.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 272.00 FEET;

THENCE 10TH; ALONG SAID CURVE THROUGH A CENTRAL ANGLE 27°28'29" A DISTANCE OF 130.43 FEET;

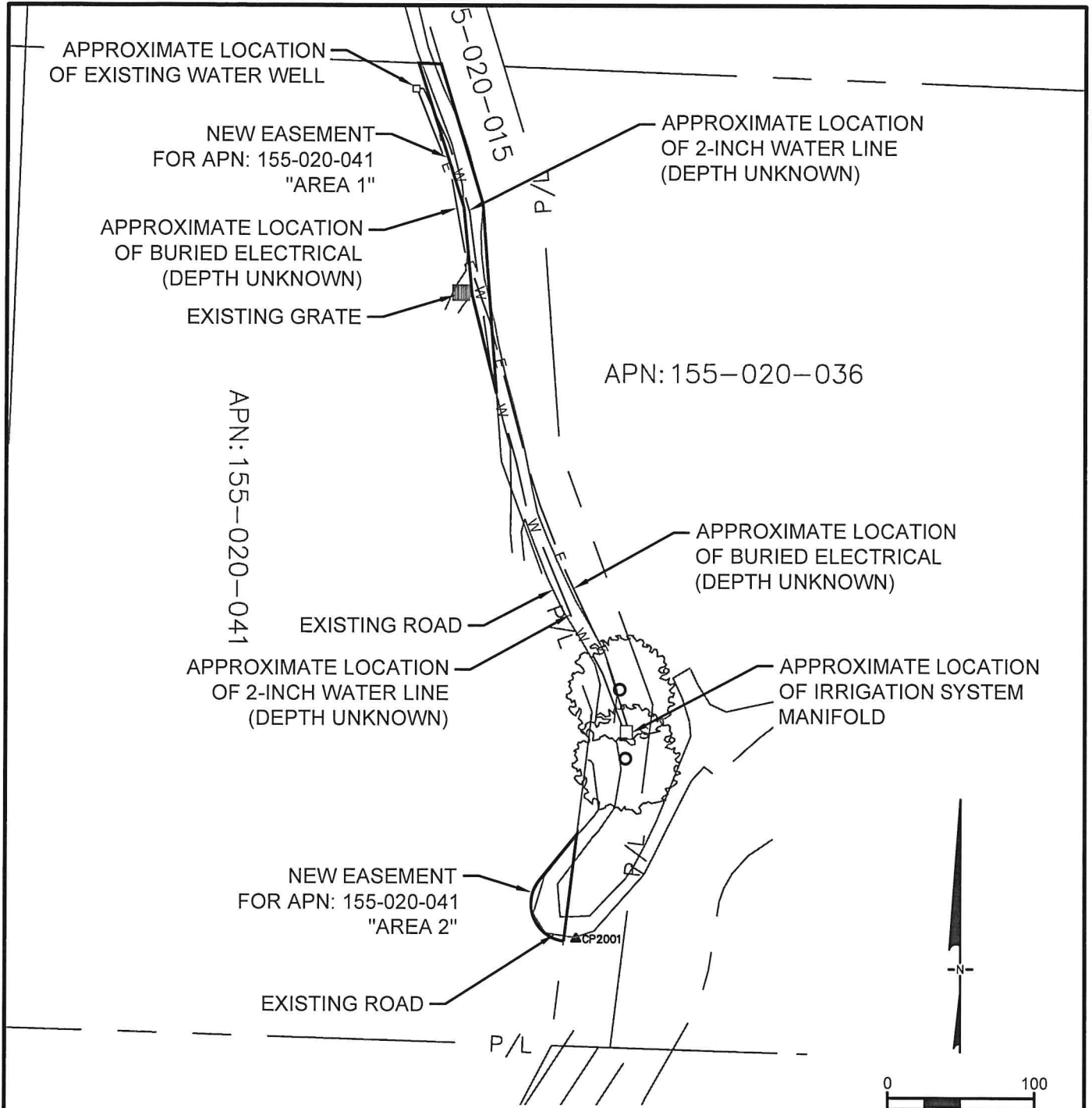
THENCE 11TH; TANGENT TO SAID CURVE, NORTH 09°46'03" EAST 21.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY;

THENCE 12TH; ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°28'14" A DISTANCE OF 41.97 FEET;

THENCE 13TH; TANGENT TO SAID CURVE NORTH 31°14'17" EAST 61.03 FEET TO THE NORTH LINE OF SAID PARCEL 1.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1 HEREINABOVE DESCRIBED.

APN: 155-020-041 AND PORTION OF 155-020-040



NOTE:

SURVEY DATA SHOWN IN THIS DRAWING IS EXTRACTED FROM THE FILE PROVIDED BY SANTA BARBARA COUNTY, FILE NAME S499_TOPO.DWG RECEIVED 12 AUGUST 2022.
 NOT INTENDED FOR ESTABLISHING LEGAL PROPERTY OR EASEMENT BOUNDARIES.

LEGEND:

- P/L — PROPERTY LINE
- EASEMENT LINE
- E — BURIED ELECTRICAL
- W — BURIED WATER LINE

EXISTING UTILITIES TORO CANYON PROJECT SANTA BARBARA, CALIFORNIA	
Geosyntec [®] consultants	EXHIBIT D
SANTA BARBARA, CALIFORNIA	APRIL 2023

Recording requested by:
Santa Barbara County
Public Works Department

When recorded, mail to:

Mary McEwen and Dan Bellaart
1071 Toro Canyon Road
Santa Barbara, CA 93108

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

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX \$0.00 (Exempt);
CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$0.00
Ø no value of property conveyed

GRANT DEED

APN: 155-020-015

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

County of Santa Barbara, a political subdivision of the State of California
(hereinafter referred to as "Grantor" or "County"),

hereby grants to the

Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015
Revocable Living Trust Dated July 22, 2015 (hereinafter referred to as "Grantee"),

the real property, in fee, in the County of Santa Barbara, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein (hereinafter referred to as the "Conveyed Parcel").

Reserving therefrom, a Permanent Non-Exclusive Easement ("Easement") with the authority 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, along and across the property described in Exhibit "C" and depicted in Exhibit "D", attached hereto and incorporated herein, as to those portions of the Easement that lie within the Conveyed Property, together with the right of ingress and egress to and from the Easement, associated specifically with exercising the rights herein reserved. 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 an ongoing basis to access, monitor, operate, inspect, repair, construct, replace and maintain the Oil Separator Facilities. COUNTY assumes all risks and liabilities associated with its use of this Easement.

Use of this Easement by the County is reserved specifically for the purposes of exercising the rights and obligations of the County in continuing 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. County is granted the right to access Grantee’s land immediately adjacent to the Easement to clear culverts and address any erosion of the Easement, if and when County deems necessary to protect the Easement area and the Oil Separator Facilities located therein.

County acknowledges that the right to access the area encumbered by this Easement will be shared with Grantee and any other property owners who have access rights in the Easement area, and that a portion of the easement contains Grantee water and electric lines. The parties agree to work together to protect each other’s facilities within the Easement Area.

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.

Hold Harmless. By County’s use of the Easement, Grantee 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 Grantee harmless from any claims or damages directly caused by the Oil Separator Facilities and County’s use of the Easement.

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

Executed this ____ day of _____, 2023.

GRANTOR:
COUNTY OF SANTA BARBARA

By: _____
Das Williams, Chair
Board of Supervisors

Notary Acknowledgement on following page

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 _____

On _____ before me, _____,
Deputy Clerk, personally appeared Das Williams, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

MONA MIYASATO
CLERK OF THE BOARD OF SUPERVISORS

Signature (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of that parcel of land in the County of Santa Barbara, State of California, shown and defined as 1.2 Acres on a map filed in Book 85, Page 94 of Record of Surveys, designated in that certain "Stipulation RE Corrected Legal Description of Parcel 14" recorded April 14, 1993 as Instrument No. 1993-028025 of Official Records in the Office of The County Recorder of said County, over the North ½ of the Northeast ¼ of the Southwest ¼ of Section 1 Township 4 North, Range 26 West, San Bernardino Meridian, County of Santa Barbara, State of California, as established in Book 172, Page 16 of Record of Surveys in the Office of said County Recorder.

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

Prepared 05/16/2023 by;

William L. Meagher

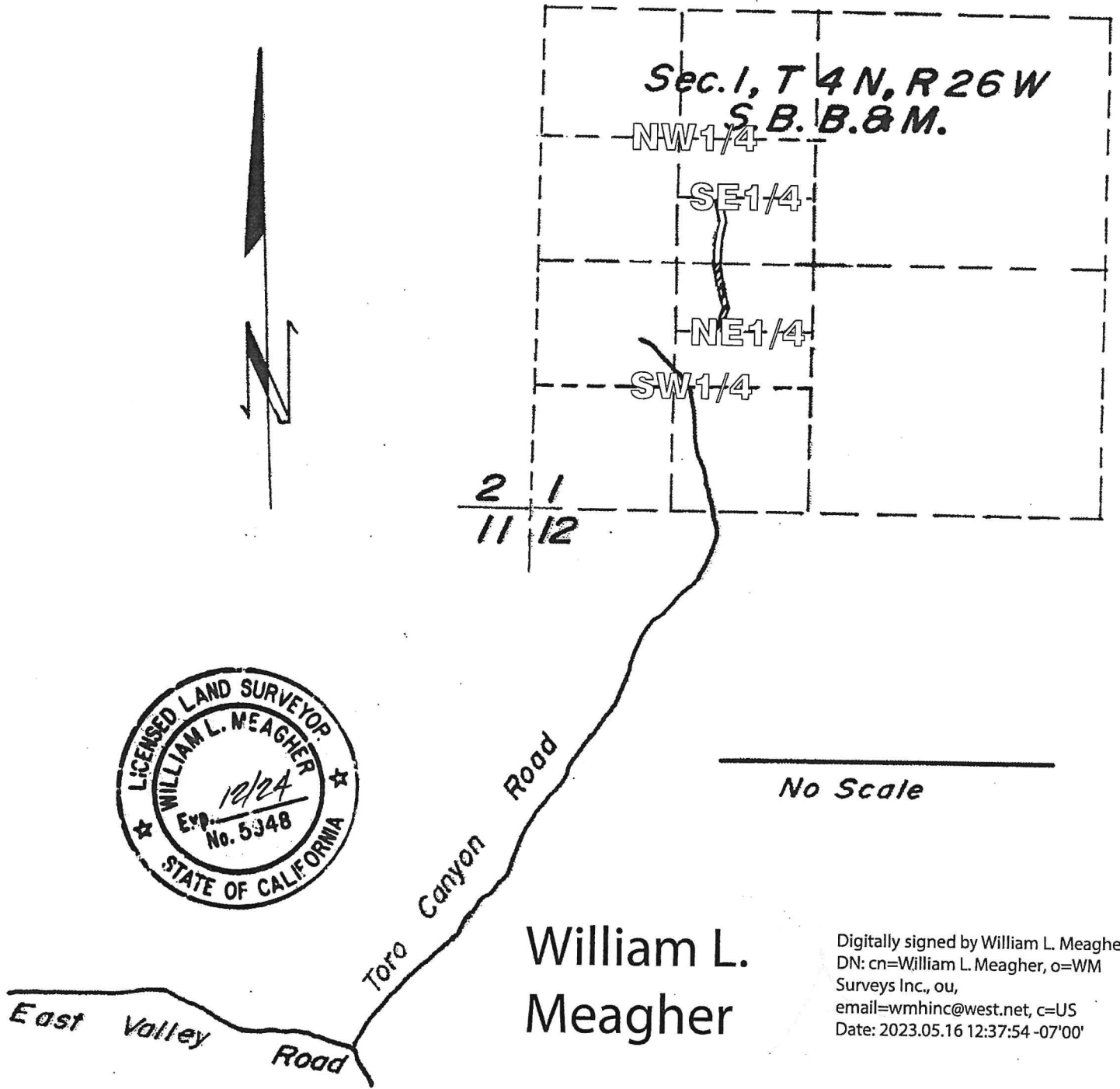
Digitally signed by William L. Meagher
DN: cn=William L. Meagher, o=WM Surveys Inc., ou,
email=wmhinc@west.net, c=US
Date: 2023.05.16 10:03:03 -07'00'

William L. Meagher

LS 5948



EXHIBIT "B"



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

EXHIBIT "C"
PERMANENT EASEMENT
TORO CANYON OIL SEPARATOR FACILITY
PORTION OF APNs: 155-020-041 & 155-020-015
LEGAL DESCRIPTION

A portion of land situated in the Southwest 1/4 of Section 1 Township 4 North Range 26 West in the County of Santa Barbara, State of California, per the Official Plat thereof.

Said portion being a 5.00 (five) foot wide strip lying westerly, southerly, and southeasterly of a **surveyed centerline of dirt road**, and a 10.00 (ten) foot wide strip lying easterly of a portion of said **surveyed centerline of dirt road** and terminating at the southerly end of course 8 thereof hereinafter described, and a 5.00 (five) foot wide strip lying easterly, northerly and northwesterly of a portion of said **surveyed centerline of dirt road** beginning at "Point B" hereinafter described, **together with** a 10.00 (ten) foot wide strip lying northeasterly of a **surveyed centerline of above ground pipeline** starting at the intersection with said **surveyed centerline of dirt road** at "Point A" hereinafter described, **and together with** a variable width portion of said land lying between said surveyed centerlines lines more particularly described as follows:

A "**surveyed centerline of dirt road**", **COMMENCING** at the 2" Brass Cap Stamped "R.E. 2786" at the southerly terminus of the Basis of Bearings shown on the record of survey map recorded in book 172 of Records of Surveys at pages 16-17, thence;

North 00°04'20" East, along said Basis of Bearings a distance of 5283.48 feet, to the 1/2" Iron Pipe with Tag Stamped "L.S. 3511" shown on said record of survey map, thence;

North 84°54'20" East along a calculated tie line (not shown on said record of survey map), a distance of 1526.27 feet to the 1-1/2" Iron Pipe with 2" Brass Cap Stamped "SANTA BARBARA COUNTY SURVEYOR" at the Northerly terminus of the line with a bearing of North 17°57'43" West and with length of 249.95 feet as shown on said record of survey map, said line being a westerly line of the 1.2 Acres parcel of land granted to the County of Santa Barbara in the Grant Deed recorded August 16, 2010 in instrument 2010-0043816 of Official Records of said County, thence;

South 17°57'43" East along said westerly line of said 1.2 Acre parcel of land granted to said County, a distance of 152.62 more or less to the Northeast corner of the land referred to as "Parcel A" described in Quitclaim Deed recorded July 22, 2015 in Instrument No. 2015-0039287 of Official Records of said County.

Said corner being a point in the westerly line of that parcel of land referred to as "Parcel Three" in Quitclaim Deed recorded September 27, 1983 in instrument No. 83-51574 of Official Records said point being a point in said westerly line with a bearing of North 17°57'43" West and with length of 249.95 feet as shown on said record of survey map and as also shown on that map recorded in Book 85, Page 94 of Records of Surveys, at the easterly terminus of that described certain 2nd course of said Parcel A, thence;

North 88°39'51" West along the northerly line of said "Parcel A", a distance of 5.15 feet to a point, said point being the **TRUE POINT OF BEGINNING of surveyed centerline of dirt road**, thence;

- 1) South 19°44'02" East leaving said northerly line of said Parcel A, a distance of 40.09 feet, thence;
- 2) South 22°07'00" East, a distance of 21.24 feet, thence;
- 3) South 09°52'22" East, a distance of 24.84 feet, thence;
- 4) South 07°19'08" East, a distance of 21.94 feet, thence;

- 5) South 03°47'02" East, a distance of 26.03 feet, thence;
- 6) South 08°32'40" East, a distance of 20.96 feet, thence;
- 7) South 11°40'31" East, a distance of 32.45 feet, thence;
- 8) South 14°23'38" East, a distance of 96.34 feet to the beginning of a curve concave northeasterly, with a radius of 513.26 feet, thence;
- 9) Southeasterly along the arc of said curve a distance of 46.88 feet thru a central angle of 05°14'00" to a compound curve concave northeasterly, with a radius of 205.37 feet, thence;
- 10) Southeasterly along the arc of said compound curve a distance of 64.47 feet thru a central angle of 17°59'11" to a reverse curve concave southwesterly, with a radius of 72.22 feet, thence;
- 11) Southeasterly and southerly along the arc of said reverse curve (a distance of 28.00 feet thru a central angle of 22°12'57" to a point herein referred to as "**Point B**") a distance of 57.52 feet thru a central angle of 45°38'01" to a reverse curve concave easterly, with a radius of 87.21 feet, thence;
- 12) Southwesterly and southeasterly along the arc of said reverse curve a distance of 35.32 feet thru a central angle of 23°12'19" to a reverse curve concave westerly, with a radius of 46.13 feet, thence;
- 13) Southeasterly and southwesterly along the arc of said reverse curve a distance of 35.77 feet thru a central angle of 44°25'22" to a compound curve concave northwesterly, with a radius of 93.01 feet, thence;
- 14) Southwesterly along the arc of said compound curve a distance of 29.97 feet thru a central angle of 18°27'29" to a reverse curve concave southeasterly, with a radius of 66.30 feet, thence;
- 15) Southwesterly along the arc of said reverse curve a distance of 27.64 feet thru a central angle of 23°52'57" to a compound curve concave easterly, with a radius of 25.00 feet, thence;
- 16) Southwesterly and southerly along the arc of said compound curve a distance of 15.77 feet thru a central angle of 36°08'18" to a compound curve concave northeasterly, with a radius of 17.37 feet, thence;
- 17) Southeasterly and easterly along the arc of said compound curve a distance of 26.68 feet thru a central angle of 87°59'35" to a compound curve concave northwesterly, with a radius of 40.00 feet, thence;
- 18) Easterly and northeasterly along the arc of said compound curve a distance of 15.00 feet thru a central angle of 21°29'16" to a compound curve concave northwesterly, with a radius of 78.27 feet, thence;
- 19) Northeasterly along the arc of said compound curve a distance of 34.35 feet thru a central angle of 25°08'42" to a point in the easterly line of said "Parcel Three", said point being the **POINT OF TERMINUS of surveyed centerline of dirt road.**

A "**surveyed centerline of above ground pipeline**", BEGINNING at "**Point A**" being distant North 14°23'38" West, a distance of 1.01 feet from the southerly terminus of the herein described **surveyed centerline of dirt road** course 8, thence;

South 37°54'44" East, a distance of 109.21 feet to a point in the easterly line of Said "Parcel Three" distant South 06°03'38" West along the easterly line of Said "Parcel Three", a distance of 121.26 feet from the northerly terminus of said easterly line of said "Parcel Three" with bearing North 06°03'38" East shown on said record of survey, said point being the **POINT OF TERMINUS of surveyed centerline of above ground pipeline.**

The easterly sideline of the southwesterly 5.00 (five) foot strip, beginning at the **TRUE POINT OF BEGINNING of the above described surveyed centerline of dirt road**, thence;
Southeasterly, southerly, southeasterly, southwesterly, southerly, southwesterly, westerly, and northeasterly along the 19 courses of the herein described to said **POINT OF TERMINUS of surveyed centerline of dirt road**.

The westerly and southerly sideline of the northeasterly 10.00 (ten) foot strip, beginning at said **TRUE POINT OF BEGINNING of surveyed centerline of dirt road**, thence;
Southeasterly, along the first 8 courses of said herein described **surveyed centerline of dirt road** to said **POINT OF BEGINNING of surveyed centerline of above ground pipeline** being said "Point A", thence;

South 37°54'44" East along said **surveyed centerline of above ground pipeline**, a distance of 109.21 feet to said **POINT OF TERMINUS of surveyed centerline of above ground pipeline**.

A variable width portion of land lying between said surveyed centerlines lines is bound on the North by said **surveyed centerline of above ground pipeline** and bound on the East by said easterly line of said "Parcel Three" and bound on the South by a line perpendicular from said easterly line of said "Parcel Three" at a point of intersection of the prolongation of a line parallel with and 10.00 (ten) feet southwesterly of said **surveyed centerline of above ground pipeline** to "Point B", said point of intersection being distant North 21°05'44" West, a distance of 34.50 feet from northerly terminus of said easterly line of said "Parcel Three" with bearing North 06°03'38" East shown on said record of survey, and bound on the West by said **surveyed centerline of dirt road**.

The westerly southerly and southeasterly sideline of the northeasterly 5.00 (five) foot strip, beginning at said "Point B" herein described as a point in said **surveyed centerline of dirt road** in course 11, thence;
Along said **surveyed centerline of dirt road** southeasterly, southwesterly, southerly, easterly and northeasterly to said **POINT OF TERMINUS of surveyed centerline of dirt road**.

Sidelines of the herein described strips are extended or shortened to intersect said easterly line of said "Parcel Three" or to intersect said northerly line of said "Parcel A" or prolongation thereof.

Herein above described Area contains approximately 11,051 Square Feet (0.254± acres), more or less.

A Sketch of the herein above described land is depicted on Exhibit "D", being 1 sheet, attached hereto and made a part hereof.

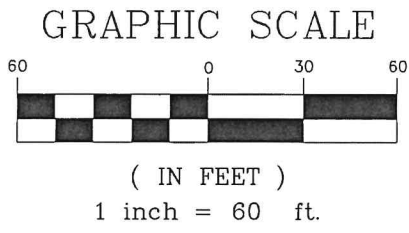
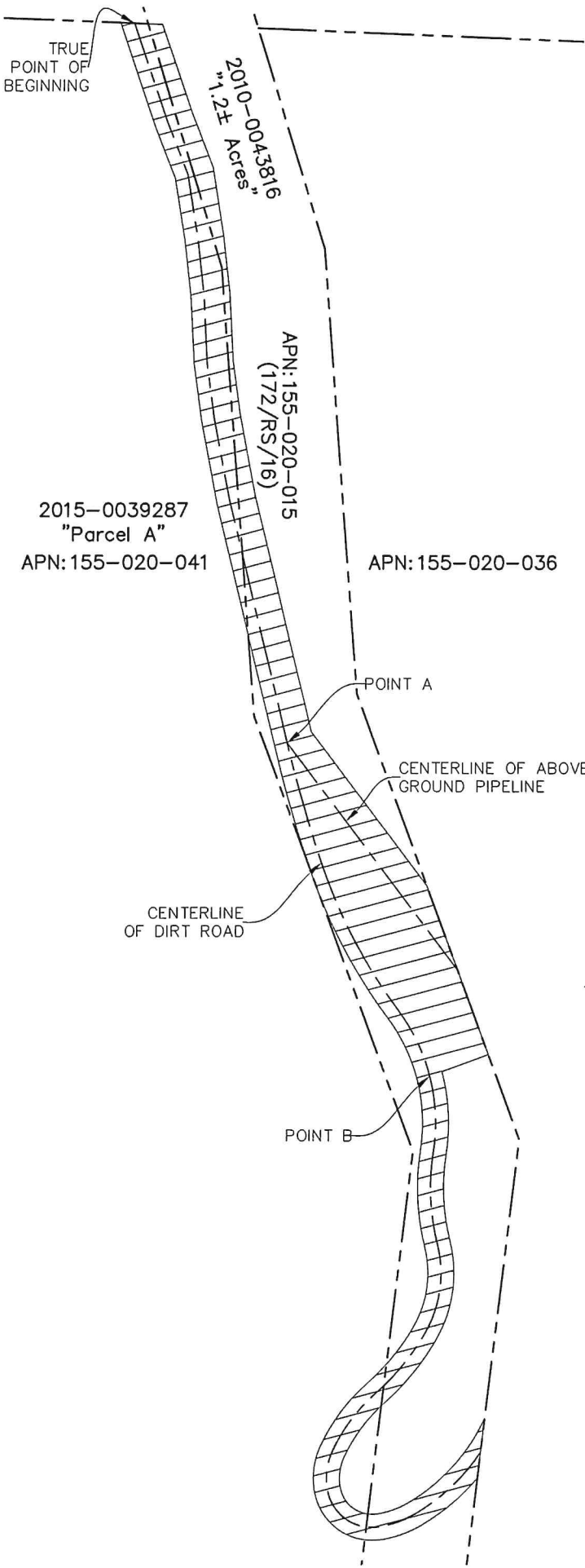
End of Description

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

E. Teñell Matlovsky
E. Teñell Matlovsky, PLS 8629



10/03/2023
Date



THE LAND DEPICTED HEREON IS DESCRIBED IN EXHIBIT "C", BEING 3 SHEETS, ATTACHED HERETO AND MADE A PART HEREOF.

THIS EXHIBIT MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

E. Teñell Matlovsky 10/03/2023
E. TEÑELL MATLOVSKY DATE



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE

**PERMANENT EASEMENT
OIL WATER SEPARATOR FACILITY
TORO CANYON**
Portion of APNs: 155-020-041 & 155-020-015
SANTA BARBARA COUNTY, CALIFORNIA
OCTOBER 2023
SHEET 1 OF 1 **EXHIBIT "D"** S1057