

Recording requested by
and to be returned to:
Public Works Dept.
Surveyor's Division
Attn: Real Property: JJH
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

APN: 139-540-023 (PORTION)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(PERMANENT EASEMENT)

OLD MILL ROAD, LLC, owner(s) of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly known as 1945 Old Mill Road, Solvang, California, and more particularly described as County Assessor's Parcel Number 139-540-023, (herein the "Property") as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, its successors and assigns, as GRANTEE herein, a permanent easement and right of way for all flood control purposes, including but not limited to the future construction, reconstruction, operation, repair, and maintenance of Alamo Pintado Creek, and related public improvements for public purposes in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by this reference.

The GRANTOR and its successors in interest retain the right to use the easement area except that within the easement area, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the

easement area which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.


In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement area as a result of the operations of GRANTEE subsequent to the effective date of this easement deed.

GRANTOR represents and warrants it is the owner of the Property described herein, or is authorized by the owner of the Property to execute this Easement Deed and that no additional signatures are required to carry out the duties contemplated herein.

DATED AS OF: March 14, 2008

"GRANTOR"

OLD MILL ROAD, LLC, a California limited liability company

By:  _____

Print Name: Aaron Petersen


Title: Member

MIDSTATE INVESTMENTS, LLC, a California limited liability company

By:  _____

Print Name: Gary Riches

Title: Member

By:  _____

Print Name: Elaine Dreyfuss

Title: Member

ACKNOWLEDGMENT

State of California
County of Santa Barbara

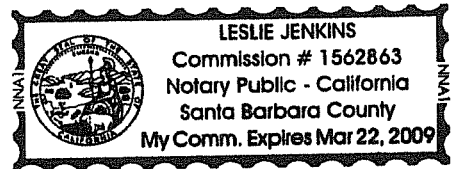
On March 14, 2008, before me, Leslie Jenkins, a
(Name of Notary)

Aaron Petersen, Gary Riches and
Notary Public, personally appeared Elaine Dreyfuss-----, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument, and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity (ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument, the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and Official seal.

Signature: Leslie Jenkins (Seal)

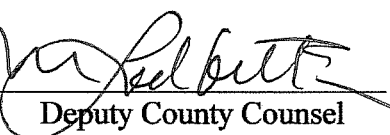


CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED (PERMANENT EASEMENT) dated _____, from OLD MILL ROAD, LLC, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special dependent district, is hereby accepted by Order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on _____, 2008 and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

APPROVED AS TO FORM:
DANIEL J. WALLACE,
INTERIM COUNTY COUNSEL

By: 
Deputy County Counsel

WITNESS my hand and official seal

this _____ day of _____, _____.

MICHAEL F. BROWN,
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By: _____
Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

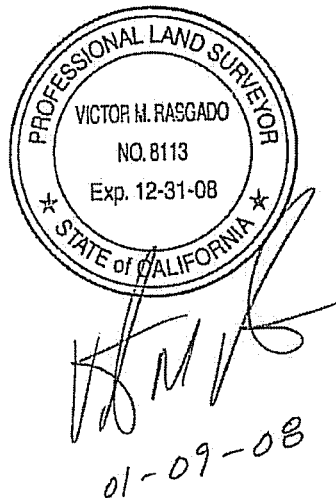
An easement for storm drainage access and maintenance purposes over that portion of Parcel 2 of Lot Line Adjustment No. 01-54, recorded as Instrument Number 2004-0016612, in the Office of the County Recorder of Santa Barbara, State of California, being a lot line adjustment of Parcels 3 and 4 of Parcel Map No. 30,061 as shown on the map filed in Book 56, Pages 88 and 89 of Parcel Maps in said County Recorder's Office, described as follows:

Beginning at the northerly terminus of the east line of said Parcel 2, having a bearing of North 00°19'26" East, a distance of 1024.64 feet, as shown in said Book 56, Pages 88 and 89 of Parcel Maps;

- 1st - Thence, along said east line of Parcel 2, South 01°50'59" West, a distance of 109.59 feet, to an angle point;
- 2nd - Thence, leaving said east line of Parcel 2, South 30°16'25" West, a distance of 155.54 feet to an angle point;
- 3rd - Thence, South 02°20'08" West, a distance of 351.82 feet, to an angle point;
- 4th - Thence, South 71°51'31" West, a distance of 162.59 feet, to an angle point;
- 5th - Thence, South 23°33'54" East, a distance of 132.38 feet, to an angle point;
- 6th - Thence, South 09°39'14" West, a distance of 110.30 feet, to an angle point;
- 7th - Thence, South 42°55'34" West, a distance of 67.05 feet, to an angle point;
- 8th - Thence, South 31°03'10" West, a distance of 106.00 feet, to a point on the south line of said Parcel 2, from which the southwest corner of said Parcel 2 bears North 88°20'10" West, a distance of 179.06 feet;
- 9th - Thence, along said south line of Parcel 2, North 88°20'10" West, a distance of 179.06 feet, to said southwest corner of Parcel 2;
- 10th - Thence, northerly along the westerly line of said Parcel 2, North 03°27'31" East, a distance of 98.17 feet, to an angle point;
- 11th - Thence, leaving said westerly line of Parcel 2, North 62°10'15" East, a distance of 39.46 feet, to an angle point;

- 12th - Thence, North 48°51'43" East, a distance of 35.63 feet, to an angle point;
- 13th - Thence, North 11°19'56" East, a distance of 31.75 feet, to an angle point;
- 14th - Thence, North 08°12'05" West, a distance of 219.90 feet, to a point on said westerly line of Parcel 2;
- 15th - Thence, along said westerly line of Parcel 2, South 88°41'35" East, a distance of 23.50 feet, to an angle point in said westerly line;
- 16th - Thence, continuing along said westerly line of Parcel 2, North 15°23'15" East, a distance of 511.39 feet, to an angle point;
- 17th - Thence, leaving said westerly line of Parcel 2, North 43°33'58" East, a distance of 132.54 feet, to a point on the northerly line of said Parcel 2;
- 18th - Thence, along said northerly line of Parcel 2, South 51°52'21" East, a distance of 81.89 feet, to an angle point in said northerly line;
- 19th - Thence, continuing along said northerly line of Parcel 2, North 34°26'18" East, a distance of 123.81 feet, to an angle point in said northerly line;
- 20th - Thence, continuing along said northerly line of Parcel 2, South 75°11'12" East, a distance of 70.55 feet, to the Point of Beginning.

Containing 5.68 acres, more or less.



POINT OF BEGINNING

SCALE 1" = 130'

TRACT 30,053
184 MB 96-99

PARCEL 2
LLA 01-54
2004-0016612 D.R.

PARCEL 4
56 DM 88-89

PARCEL 3
56 PM 88-89

PARCEL 1
56 PM 88-89

PARCEL 2
56 PM 88-89

LEGEND



STORM DRAINAGE ACCESS AND MAINTENANCE EASEMENT



Penfield & Smith
Engineering · Surveying · Planning
· Construction Management ·

EXHIBIT B