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NONEXCLUSIVE EASEMENT DEED

POLO Park Foundation, Inc. as owners of all that real property in the township of Los Olivos, County of Santa Barbara, State of California, more particularly described as Santa Barbara County Assessor's Parcel Number 135-093-007 (herein the "Property"), and referred to as GRANTOR herein,

DO HEREBY GRANT TO

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent nonexclusive easement and right of way for the excavation, removal, demolition, and alteration of facilities, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements, including a subsurface pipe for the conveyance of storm water, and subsequently for water flowage and all related purposes. The area of the easement and right of way dedicated hereby is more particularly described and shown in Exhibit A, which is attached hereto and incorporated herein by this reference.

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 and its successors in interest shall obtain written approval from GRANTEE prior to implementing any work within said easement area.

GRANTORS shall not disturb or damage GRANTEE'S facilities on the Property. In the event said facilities are disturbed or damaged by GRANTOR, their successors, assigns, employees, contractors, etc. then GRANTOR shall immediately contact GRANTEE and shall repair or replace said facilities to GRANTEE'S satisfaction.

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 property which is the subject of this deed, including but not limited to contamination by harmful, hazardous and/or toxic materials, if any.

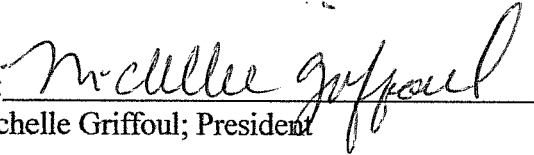
In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur within the easement area as a result of the operations of GRANTEE subsequent to the effective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

Signatory does hereby warrant that she is authorized to sign on behalf of the GRANTOR, has communicated the contents, rights and duties of this easement deed to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

"GRANTOR"

POLO Park Foundation, Inc.

By:


Michelle Griffoul; President

GRANTOR'S ACKNOWLEDGEMENT

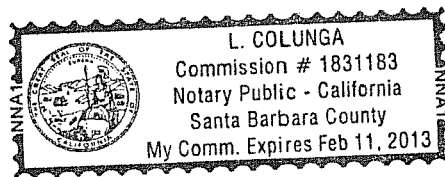
State of California
County of Santa Barbara

On Sept 27, 2012, before me, L. Colunga Notary Public,
(Name of Notary)

personally appeared Michelle Griffoul, 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: [Signature] (Seal)

CERTIFICATE OF ACCEPTANCE

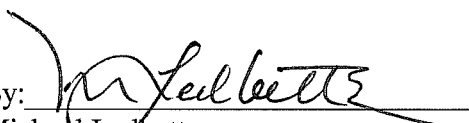
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the NONEXCLUSIVE EASEMENT DEED dated 9-27-2012, signed by Michelle Griffoul as Director of POLO Park Foundation, Incorporated, the sole owner of Santa Barbara County Assessor's Parcel Number 135-093-007 in Los Olivos, CA. (the Property) to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, _____.

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

By: 
Michael Ledbetter
Deputy County Counsel

CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk

Exhibit "A"

Legal Description of 5.00 feet wide Drainage Easement

That portion of Lots 1 & 2, Block 19 as depicted on the "Map of the Town of Los Olivos", in the County of Santa Barbara, State of California, surveyed by R.R. Harris, filed on February 8, 1888. as Rack 3 Map 6 in the Records Office of said County, more particularly described as follows:

A 5.00 feet wide drainage easement, being 2.50 feet wide on each side of the following described centerline:

Commencing at the Southeast corner of Lot 11 in Block 19 as shown on said map, thence North $00^{\circ}14'31''$ East, a distance of 139.98 feet to the Northeast corner of said lot as shown on said map and the right-of-way of Alamo Pintado Ave., being 80 feet in width and also being a 3/4" Steel Pipe with an illegible tag; thence, along said right-of-way, South $89^{\circ}56'09''$ East a distance of 8.33 feet to the **True Point of Beginning** of said centerline; thence,

1st - leaving said right-of-way, South $17^{\circ}11'40''$ West , a distance of 13.64 feet; thence,

2nd - South $03^{\circ}07'54''$ West, a distance of 36.80 feet being a point distant 2.50 feet measured at right angle from the westerly line of said Lot 2; thence,

3rd- southerly and parallel with the westerly line of said Lot 2, South $00^{\circ}14'31''$ West, a distance of 0.16' feet to the southerly line of Lot 2.

The sidelines of said 5.00 feet wide easement shall be lengthened or shortened so as to terminate at the right-of-way of Alamo Pintado Avenue and the southerly line of Lot 2.

Total easement contains an area of 253 square feet, more or less.



Eric J. Ackerman, P.L.S 8226

Date

3/19/13

ALAMO PINTADO AVE. (80')

FOUND 3/4" I.P. WITH
TAG-ILLEGIBLE. ACCEPTED
AS NE COR. LOT 11 PER R1

S89°56'09"E
8.33'

TRUE POINT OF BEGINNING
RIGHT OF WAY

5' WIDE STORM
DRAIN EASEMENT

S17°11'40"W
13.64'

LOT 1
PARK

139.93' R1
139.98' M

S00°14'31"W

LOT 2

PARK

S03°07'54"W
36.80'

S00°14'27"W
0.16'

PROPERTY LINE

N89°44'41"W
2.50'



LOT 11

"GRANGE" BUILDING
LOTS 11 & 12, BLOCK 19
MAP 6, RACK 3

SCALE: 1"=20'

LEGEND

- = FOUND MONUMENT AS NOTED
- R1 = BK 173 PG 56 RS



BLOCK
RACK 3
TOWN OF

PROPERTY LINE

19
MAP 6
LOS OLIVOS

LOT 3

LOT 4

LOT 5

N 00°14'27"E
S 00°14'31"W

89.95' R1

RIGHT OF WAY

PUBLIC

ALLEY (20')

POINT OF COMMENCEMENT
FOUND 3/4" I.P. WITH TAG-ILLEGIBLE.
ACCEPTED AS SE COR. LOT 11 PER R1



Gromatici
Land Surveying, Inc.

Quality Surveying and Reliable Service
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EXHIBIT A

STORM DRAIN EASEMENT