

ALSO ASSIGNED  
D E E D  
15769  
AUDIT No. -----

Accounting Department Number

DOCUMENT  
91566

IN CONNECTION WITH ATTACHED:  
SEE DEED AUDIT NO. 2198 and 30616

## NOTICE

**This document must be kept intact.** No check marks or notations of any kind should be made on the instruments.

It is important that integrity of this document be preserved and care should be taken to avoid disarrangement or loss of papers included herein.

Should inspection or copying of any instrument require its removal from the file, permission for such removal must be obtained from Auditor of Miscellaneous Accounts.

This document must be given fire protection overnight.

E. W. W.  
FEB 25 1953

LS-Summerland-L-8287  
GMO-51948

Los Angeles, Feb. 17, 1953

Mr. Geo. Nelson,  
San Francisco

SUBJECT: Easement to County of Santa Barbara for  
Public Grade Crossing at Summerland.

Referring to Mr. E. C. Crocker's letter of January 27, 1953, File: 93213/323-3, transmitting fully executed counterpart of easement for delivery to the County of Santa Barbara:

Easement has been delivered to the County of Santa Barbara, who have advised that document was recorded on Feb. 5, 1953 in Book 1127, page 188, of Official Records.

B. W. Mitchell

CC: Mr. E. C. Crocker,  
San Francisco

*Devine* 33

# STREET OR HIGHWAY INDENTURE

This Indenture, made this 13<sup>th</sup> day of January, 1953, by and between SOUTHERN PACIFIC RAILROAD COMPANY, a corporation of the States of California, Arizona and New Mexico, and its Lessee, SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware,

herein collectively termed "Railroad," and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California,

herein termed "Grantee."

## Witnesseth:

1. That Railroad hereby grants to Grantee (subject to the reservations, covenants and conditions herein contained) the right to construct, maintain and use a street or highway, hereinafter termed "highway," upon and across the following described real property: All that certain piece or parcel of land situate in the County of Santa Barbara, State of California, described as follows:

COMMENCING at a brass cap survey monument marked "S.B.Co.Sur." at the northeast corner of Lookout Park, as shown on map No. 713 on file in the Office of the County Surveyor of Santa Barbara County, California, said brass cap monument being in the southwesterly boundary of Block 41 of the Town of Summerland according to duly recorded plot thereof; thence along the southwest boundary of said Block 41, being the northeasterly boundary of Lookout Park, South  $36^{\circ} 56' 45''$  East, 41.39 feet; thence leaving said common boundary, North  $12^{\circ} 04' 15''$  East, 63.77 feet to a point in the southerly boundary of the land of the Southern Pacific Railroad Company and the True Point of Beginning of the land to be described; thence from said true point of beginning North  $12^{\circ} 04' 15''$  East, 129.72 feet to a point in the north boundary of said land of the Southern Pacific Railroad Company, distant North  $5^{\circ} 48' 35''$  East, 50 feet, measured radially from the original located center line of the Southern Pacific Railroad Company's main track at Engineer's Station 3940+27.44, said last mentioned point being in the arc of a 623.14 foot radius curve, concave to the south whose radius bears South  $5^{\circ} 48' 35''$  West; thence along the northerly boundary of the land of the Southern Pacific Railroad Company, as follows: Easterly along the arc of said curve, through a central angle of  $7^{\circ} 35' 10''$ , a distance of 82.51 feet to a "T" rail survey monument at the end of said curve, as shown on map filed in Book 21, pages 164 and 165, Record of Surveys in the Office of the County Recorder of said County, said last described monument being at the beginning of an 814.08 foot radius curve, concave to the south and tangent to the last described curve, whose center bears South  $13^{\circ} 23' 45''$  West; thence easterly along the arc of said curve, through a central angle of  $2^{\circ} 15'$ , a distance of 31.97 feet to the beginning of a 1196.01 foot radius curve, tangent to the

southwest, tangent to the last described curve, whose center bears South 17° 08' 45" West; thence southeasterly along the arc of said curve, through a central angle of 0° 45', a distance of 30.66 feet to the beginning of a tangent to said curve, thence along said tangent South 72° 06' 15" East, 33.72 feet; thence leaving said north boundary of said land of the Southern Pacific Railroad Company, North 85° 15' 15" West 138.90 feet; thence South 53° 24' 30" West, 33.02 feet; thence South 12° 04' 15" West, 74.12 feet to a point in the south boundary of said land of the Southern Pacific Railroad Company, distant South 5° 35' 16" West, 25.00 feet from present center line of main track at Engineer's Station 3940+24.86, said last mentioned point being in the arc of a 1407.47 foot radius curve, concave to the South, and whose radius bears South 5° 35' 16" West; thence westerly along the southerly boundary of said land of the Southern Pacific Railroad Company, on the arc of said curve, through a central angle of 2° 03' 13", a distance of 50.45 feet to the true point of beginning, containing an area of 9,370 square feet, more or less.

The location of the above described parcel of land is shown tinted yellow on print of Los Angeles Division Drawing A-3948, Sheet No. 1 of 1, dated May 26, 1952, hereto attached and made a part hereof.

Railroad will perform the necessary labor and furnish the necessary material in connection with the construction of said highway, as follows:

- (a) Install two Standard No. 8 flashing light grade crossing signals, together with actuating and operating circuits and adequate instrument housing, at said location;
- (b) remove the portions of tracks and fence from the locations shown colored yellow on said print of Los Angeles Division Drawing A-3948;
- (c) furnish such flagmen and railroad representatives as Railroad deems necessary to protect and safeguard property, engines, trains and cars at said location during the construction of said highway; and
- (d) remove the existing crossing at grade from the location shown within the mauve lines on said print of Los Angeles Division Drawing A-3948.

The Grantee agrees to reimburse Railroad for the cost and expense incurred by Railroad in connection with the construction of said highway including, but not limited to, the above mentioned items (a) to (d) inclusive.

After the construction of said highway has been completed, Railroad shall thereafter maintain the same between lines two feet outside the rails of its track located thereon and shall maintain said flashing light grade crossing signals. The remainder of said highway shall be maintained by and at the expense of Grantee.

Grantee does hereby release and quitclaim unto Railroad all of its right, title and interest in and to the existing roadway crossing at grade in the County of Santa Barbara, State of California, in the location shown within the mauve lines on said print of Los Angeles Division Drawing A-3948.

3. This grant is made upon the express condition that the rights and privileges herein given Grantee shall lapse and become void if the construction of said highway upon the land described herein is not commenced within one (1) year from the date first herein written.

4. This grant is subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use and maintain the entire parcel of land above described as a railroad right of way in performance of its public duty as a common carrier, and for that purpose, Railroad, its successors and assigns, expressly reserve the right to construct, reconstruct, maintain and operate existing and any additional railroad tracks, facilities and appurtenances thereto, upon, along and across the land described herein in such manner as may be consistent with the enjoyment of the easement for highway purposes herein granted to Grantee.

5. This grant is also subject to all valid and existing contracts, leases, liens, encumbrances or claims of title which may affect the said property, and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

6. This indenture shall not be construed as conveying or otherwise vesting in Grantee the right or power to authorize the location or installation, or to issue permits, licenses or franchises for the location or installation, of any structures, fixtures or other facilities of any telegraph, telephone or electric power lines or of any ditches, pipes, drains, sewer or underground structures, under, along and over the land herein described.

7. Grantee shall obtain any necessary authority and permission required to construct, maintain and use said highway upon the land described herein from the governmental body or bodies having jurisdiction thereover.

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized, lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred by Grantee in connection with the construction, reconstruction, widening, rewidening and/or maintenance of said highway upon the property hereinabove described.

9. Should Grantee, its successors or assigns, at any time abandon the use of the said land, or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one (1) year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said land, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said premises of Railroad, to restore said premises as nearly as practicable to the same state and condition in which they existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said premises, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in **triplicate** by their respective officers thereunto duly authorized, the day and year first above written.

**SOUTHERN PACIFIC RAILROAD COMPANY**

By T. J. Ryan  
Vice-President  
Attest Chas. E. Eagan, Jr.  
Assistant Secretary

**SOUTHERN PACIFIC COMPANY**

By J. J. [Signature]  
Vice-President  
Attest T. J. Ryan  
Assistant Secretary

**COUNTY OF SANTA BARBARA**

*R. P. ...*  
Contract Attorney

Approved as to Corporate Owner:

*R. P. ...*  
Valuation Officer

10-10-19  
11-1-19

Approved:

*G. J. ...*  
Asst. Chief Engineer

11-1-19

Description Correct:

*J. H. ...*  
Division Engineer

11-1-19

Recommended:

*B. ...*  
Superintendent

11-1-19

Form of Execution Approved:

*R. P. ...*  
Contract Attorney

COMMISSIONED:  
T. J. LINDALL  
GENERAL AUDITOR

FR *R. P. ...* ( 33 )

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STATE OF CALIFORNIA        )  
                                  ) ss.  
COUNTY OF SANTA BARBARA )

On this 24th day of November, 1952, before me, Carol M. Weaver, a Notary Public in and for said County and State, personally appeared R. B. McClellan and J. E. Lewis, Chairman and Clerk of the Board of Supervisors of Santa Barbara County, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

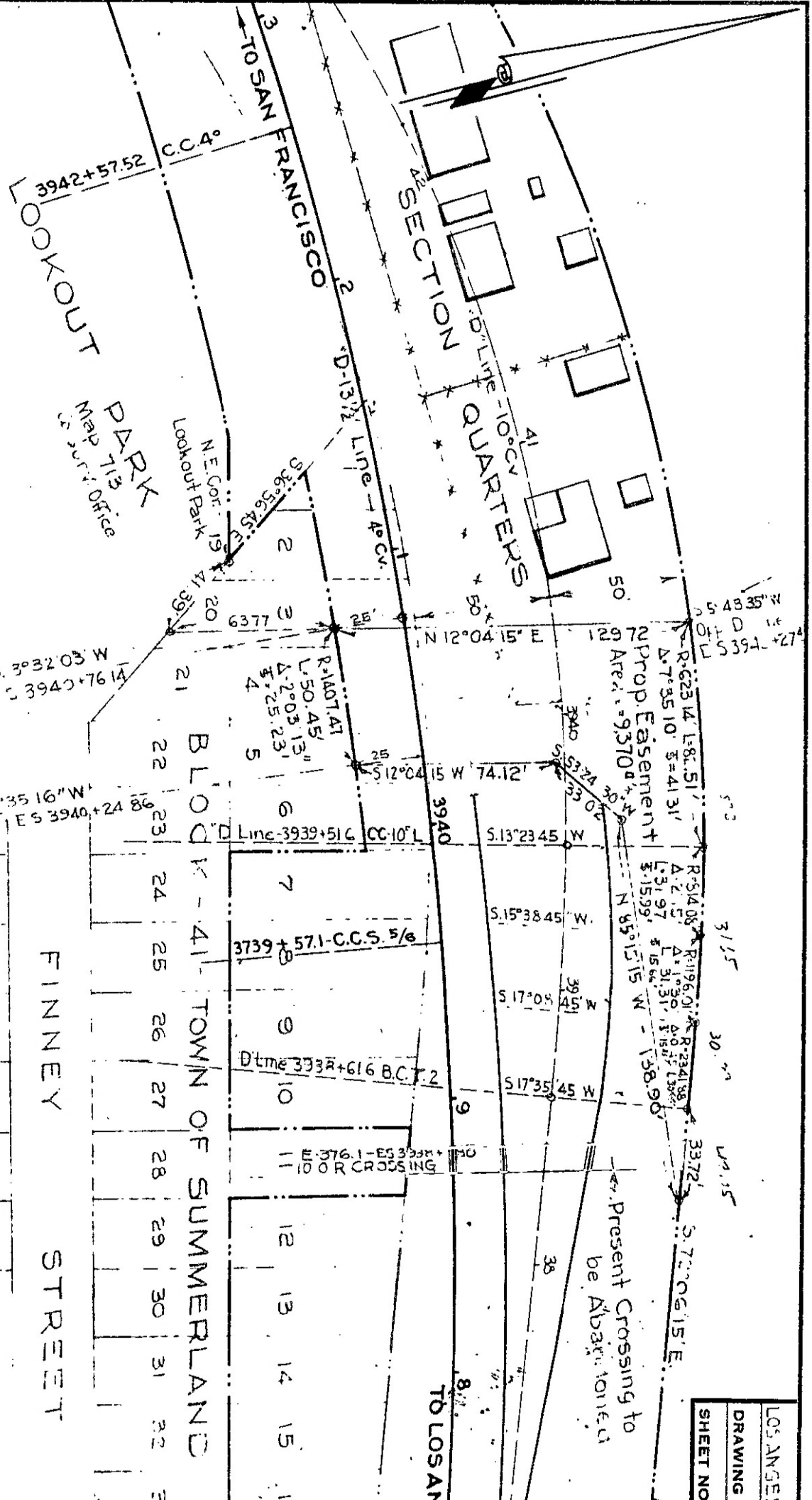
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Carol M. Weaver*

Notary Public in and for said County and State

My Comm. Expires January 15, 1954

LOS ANGELES  
DRAWING  
SHEET NO.



LEGEND

- Tint - Proposed Easement.
- Mauve - Existing Crossing to be Abandoned.
- Yellow - Trackage etc. to be removed.
- Sou. Pac. Right of Way Lines.

SOUTHERN PACIFIC COMPANY  
PACIFIC LINES  
SUMMERLAND

PROPOSED EASEMENT IN THE  
COUNTY OF SANTA BARBARA  
Scale 1" = 50' (approx.)



1 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
2 COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

3 RESOLUTION NO. 11779

4  
5 WHEREAS, a Street or Highway Indenture between the  
6 Southern Pacific Railroad Company and Southern Pacific Company  
7 and the County of Santa Barbara has been presented to this Board  
8 of Supervisors, by the terms of which said companies grant to the  
9 County the right to construct, maintain and use a street or highway  
10 upon and across certain property near the westerly end of Block 41  
11 in the Town of Summerland, as described in said indenture; and

12 WHEREAS, it appears to be in the best interests of the  
13 County of Santa Barbara that said indenture be accepted,

14 NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the  
15 Chairman and Clerk of the Board of Supervisors be and they are  
16 hereby authorized and directed to execute said indenture on behalf  
17 of the County of Santa Barbara.

18 Passed and adopted by the Board of Supervisors of the  
19 County of Santa Barbara, State of California, this 24th day of  
20 November, 1952, by the following vote:

21 Ayes: C. W. Bradbury, Paul E. Stewart, W. N. Hollister,

22 R. B. McClellan, and Marion A. Smith

23 Noes: None

24 Absent: None

25 R. B. McClellan  
26 Chairman, Board of Supervisors

27 ATTEST:

28 J. E. LEWIS (SEAL)  
29 Clerk

30 STATE OF CALIFORNIA )  
31 ) ss  
32 County of Santa Barbara )

I, J. E. LEWIS, County Clerk and Ex-Officio Clerk of the Board of Supervisors in and for the County of Santa Barbara, do hereby certify that the foregoing is a true and correct copy of the original now remaining on file and of record in my office.

IN WITNESS WHEREOF I have hereunto set

STATE OF CALIFORNIA,  
City and County of San Francisco } ss.

On this 21st day of \_\_\_\_\_  
fore me, RUTH W. GEORGE, a Notary Public

January \_\_\_\_\_ in the year One Thousand Nine Hundred and Fifty -three

in and for the City and County of San Francisco, State of California, personally appeared  
T. F. RYAN and CHAS. E. EAGAN, JR., known to me  
be the Vice President and Assistant Secretary  
pectively, of SOUTHERN PACIFIC RAILROAD COMPANY  
and J. W. CORBETT and T. F. RYAN,  
known to me to be the Vice President and Assistant Secretary  
respectively, of SOUTHERN PACIFIC COMPANY,

~~the~~ corporation described in and that executed the within instrument, and also known to me to be  
the person S who executed it on behalf of the corporation herein named and the Y  
acknowledged to me that such corporations executed the same.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal at my  
office in the City and County of San Francisco, the day and year in this certificate first above written

Notary Public in and for the City and County of San Francisco, State of California.

*Ruth W. George*

*Miss. Lecky*

Auditor of ~~Capital Expenditures~~

INDEX 311-03  
FO 110-1 { 91566 }  
MAR 30 1953

Herewith for your record Leasement Audit No. 91566

Grantee County of Santa Barbara Date 1-13-53 9370 B/A.

GMO No. or other authority 51948 No Record Consideration \$ None

Will you please return instrument and copy of this letter indicating thereon whether consideration is within amount authorized and insert GMO number when no number is shown.

Regarding any taxes that should be collected from the purchaser in connection with the sale according to the terms of the GMO authority or otherwise, presume that you will arrange with Tax Commissioner for preparation of bill collectible for amount of such taxes and transmit it to this department for collection.

Checked and found correct,

Tax Commissioner will be advised if any taxes are collectible.

AUDITOR OF MISCELLANEOUS ACCOUNTS

AUDITOR OF CAPITAL EXPENDITURES

BY *RRR*

Date MAR 31 1953

SPRR Cal. 17  
Map-Sheet No. 45-4 Parcel No. 04464  
Tranger No. 7 (M.M. No. 51948  
of I. J. Vauzouck's No. 4/22/53  
D. C. A.