

COUNTY OF SANTA BARBARA CALIFORNIA

PLANNING COMMISSION

COUNTY ENGINEERING BUILDING
123 E. ANAPAMU ST.
SANTA BARBARA, CALIF. 93101-2058
PHONE: (805) 568-2000
FAX: (805) 568-2030

July 30, 2008

Jeff Havlik
Surveyors Division
Public Works Department

PLANNING COMMISSION
HEARING OF JULY 23, 2008

***RE: Southern California Gas Company Easement Government Code Consistency;
08GOV-00000-00016***

Hearing on the request of Jeff Havlik, Public Works Department, to consider Case No. 08GOV-00000-00016 [application filed on June 24, 2008] for a determination that the grant of a permanent easement to the Southern California Gas Company is consistent with the Comprehensive Plan of the County of Santa Barbara pursuant to Government Code Section 65402(a). This site is identified as AP No. 081-150-042, located at 14470 Calle Real Road, in the Gaviota Area, Third Supervisorial District.

Dear Mr. Havlik:

At the Planning Commission hearing of July 23, 2008, Commissioner Blough moved, seconded by Commissioner Brown and carried by a vote of 5-0 to:

1. Determine that the proposed easement is consistent with the Comprehensive Plan; and
2. Transmit the consistency report required by Government Code Section 65402(a) to Jeff Havlik, County of Santa Barbara Public Works Department and the Board of Supervisors. The staff memorandum dated July 23, 2008 and the letter reflecting the Planning Commission's action shall constitute the required consistency report.

The Planning Commission action relative to Government Code Section 65402(a) is advisory in nature; therefore, the appeal procedure is not applicable.

Sincerely,

A handwritten signature in cursive script that reads "Dianne M. Black". The signature is written in black ink.

Dianne M. Black
Secretary to the Planning Commission

cc: Case File: 08GOV-00000-00016
Planning Commission File
County Chief Appraiser
County Surveyor
Fire Department

Recorded at the request of
and when recorded mail to:
COUNTY OF SANTA BARBARA
Department of General Services
Office of Real Estate Services
WILL CALL

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

NO TAX DUE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN 081-150-042

EASEMENT AGREEMENT

(Pipeline Access)

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, referred to as GRANTOR herein, and owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 14470 Calle Real Road, and more particularly described as County Assessor's Parcel No. 081-150-042, for valuable consideration, receipt of which is hereby acknowledged,

DOES HEREBY GRANT TO

the SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, its successors and assigns, as GRANTEE herein, a nonexclusive easement and right of way 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 (herein the "Easement Area").

1. This easement shall be in gross, nonexclusive and personal to GRANTEE.
2. The easement shall be used solely for the present and future construction, reconstruction, operation, repair, and maintenance of GRANTEE'S pipeline and related improvements 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 Area, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes. The easement shall only be valid for so long as the GRANTEE is providing gas services to the surrounding community.
3. Upon GRANTEE'S termination of its use of the Easement Area for the above-described purposes, GRANTEE shall, at its sole cost and expense, promptly remove its equipment, fixtures and personal property from the Easement Area, unless otherwise agreed to in writing by GRANTOR, and restore the Easement Area to as near its pre-existing condition as is reasonably

possible. GRANTOR will allow the abandonment in place of those portions of a deep well anode bed which does not unreasonably interfere with GRANTOR'S full use of the property. In addition, GRANTEE agrees to execute promptly all documents necessary to terminate all rights to the Easement Area granted hereunder.

4. This Agreement, including any interest in the Agreement, shall not be assigned without the prior written consent of the other party.

5. This grant is subject to any and all matters appearing of record or that can be ascertained by an inspection of the Easement Area. GRANTEE accepts the easement in its AS-IS, WITH ALL FAULTS condition, and acknowledges that this grant is made without any warranty or representation whatsoever, expressed or implied, as to the surface or subsurface condition of the Easement Area or the fitness or suitability of the Easement Area for any particular purpose.

6. GRANTEE shall defend, indemnify and hold harmless GRANTOR, its agents, employees, officers, successors and assigns from and against any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds arising from GRANTEE'S use of the Easement Area, or any obligations arising therefrom, including but not limited to contamination by harmful, hazardous and/or toxic materials; except for any such claim arising solely out of the negligence or willful misconduct of GRANTOR, its agents, employees or officers.

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 GRANTOR subsequent to the effective date of this easement.

7. GRANTOR and its successors in interest retain the right to use the Easement Area except that within the easement, 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 further reserves the right to make any use of the Servient Tenement, including the right to grant concurrent easements in the Servient Tenement to third parties, that does not interfere unreasonably with GRANTEE'S free use and enjoyment of the Easement Area.

8. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successor, land assigns of GRANTOR and GRANTEE.

9. This Agreement constitutes the entire agreement between GRANTOR and GRANTEE relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by GRANTOR and GRANTEE.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Easement Agreement by the respective authorized officers as set forth below.

"GRANTOR"
COUNTY OF SANTA BARBARA

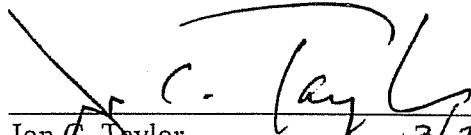
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors
County of Santa Barbara

By: _____
Deputy


Date: _____

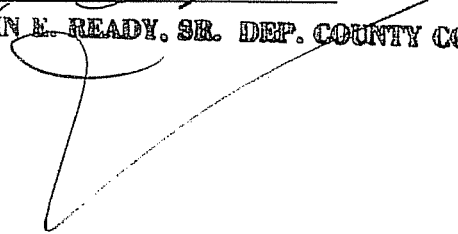
"GRANTEE"



Jon C. Taylor 3/2/2009
Land & Right of Way Manager,
San Diego Gas & Electric Co.
Duly Authorized Representative for
Southern California Gas Company

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By 

KEVIN E. READY, SR. DEP. COUNTY COUNSEL


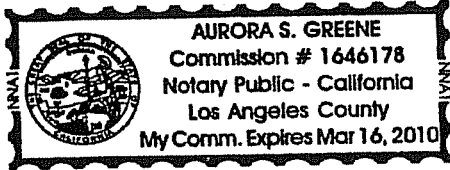
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On MAR. 2, 2009 before me, AURORA S. GREENE, NOTARY PUBLIC

personally appeared JON C. TAYLOR



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 Aurora S. Greene

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement Agreement (Pipeline Access)

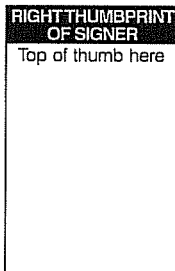
Document Date: Undated Number of Pages: 4 incldy.

Signer(s) Other Than Named Above: Michael Brown; Denmar Marshall Acknowledgements

Capacity(ies) Claimed by Signer(s)

Signer's Name: JON C. TAYLOR

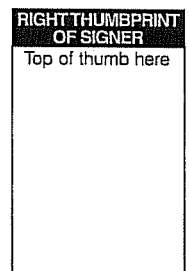
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: SOCAL GAS

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

COUNTY ACKNOWLEDGMENT

State of California
County of Santa Barbara

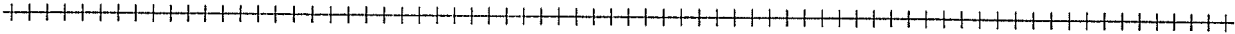
On _____, before me, _____,

personally appeared _____, 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.
MICHAEL F. BROWN
CLERK OF THE BOARD

Signature: _____
Deputy Clerk



SOUTHERN CALIFORNIA GAS ACKNOWLEDGEMENT

State of California
County of Santa Barbara

On _____, before me, _____, a
(Name of Notary)

Notary Public, personally appeared _____, 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: _____ (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

A STRIP OF LAND, 17.00 FEET WIDE, BEING A PORTION OF RANCHO NUESTRA SENORA DEL REFUGIO, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE STATE OF CALIFORNIA DIVISION OF HIGHWAYS, DISTRICT 5, RIGHT OF WAY MAP SB 101 40.2, ON FILE IN THE OFFICE OF COUNTY SURVEYOR IN SAID COUNTY, THE SOUTHERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 101, AS SHOWN ON SAID RIGHT OF WAY MAP, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 9,825.00 FEET AND A LENGTH OF 981.71 FEET, THE TANGENT BEARING OF SAID CURVE AT SAID EASTERLY TERMINUS BEING NORTH 82°23'00" WEST;

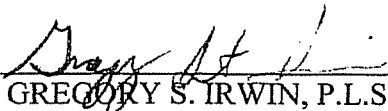
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°19'16", AN ARC LENGTH OF 226.53 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

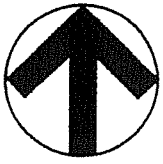
THENCE CONTINUING WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°11'54", AN ARC LENGTH OF 34.00 FEET, AND THE END OF SAID SOUTHERLY LINE OF SAID STRIP.

AND AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.



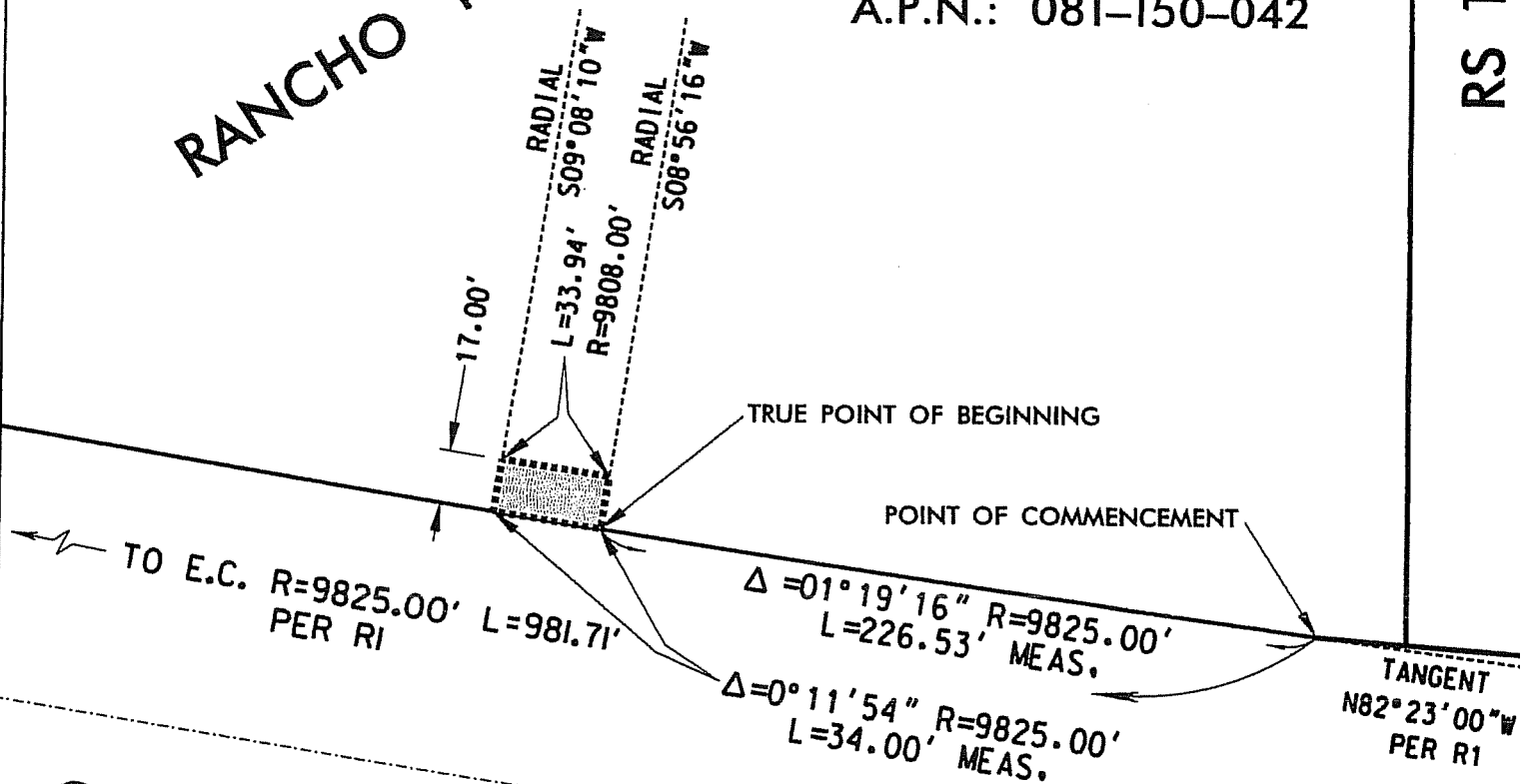

GREGORY S. IRWIN, P.L.S. NO. 5923



RANCHO NUESTRA SENORA DEL REFUGIO

A.P.N.: 081-150-042

RS 114 / 69



CALIFORNIA DIV U.S. HWY 101
 R1 = SB 101 R/W OF HWYS MAP 40.2

REVISED: 12-15-08

EXHIBIT "B"

SOUTHERN CALIFORNIA GAS COMPANY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

UNINCORPORATED TERRITORY, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

APPROVED BY: Gregory S. Irwin LAND SURVEY ANALYST

GREGORY S. IRWIN, P.L.S. NO. 5923

SCALE: 1" = 60'

DATE: 8/2008

PREPARED BY: GSI

W.O.:

W.R.:

A.S.: SBA3904-4

A.P.N.: 081-150-042

FILE: 2008-040