



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2008 AUG 21 11:41 AM
COUNTY OF SANTA BARBARA
CLERK OF SUPERVISORS

Department Name: General Services
Department No.: 063
For Agenda Of: September 2, 2008
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Bob Nisbet, Director (560-1011)
Director(s) General Services Department
Contact Info: Paddy Langlands, Assistant Director (568-3096)
Support Services Division

SUBJECT: Orcutt Storm Drain Easement Agreement with Dias
Fourth Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form:

Other Concurrence: Public Works Department

As to form:

Recommended Actions:

- a) Approve and execute the attached original Easement Agreement between the County of Santa Barbara and Alvin John Dias and Laura Lee Felicita Dias who are the owners of that certain property located at 153 East Clark Avenue, in the town of Orcutt, CA. (APN 105-073-009) which exist a Right of Way Grant in favor of the County of Santa Barbara for the purpose of a storm drain; and
- b) Approve and execute the attached original Easement Agreement between the County of Santa Barbara and Eric Dias and Lisa Dias who are the owners of that certain property located at 155 East Clark Avenue, in the town of Orcutt, CA. (APN 105-073-008) which exist a Right of Way Grant in favor of the County of Santa Barbara for the purpose of a storm drain.

Subject: Orcutt Strom Drain Easement Agreement with Dias
Fourth Supervisorial District

Agenda Date: September 2, 2008

Page: 2

Summary Text:

Both property owners have executed the attached Easement Agreement for the purposes of modifying the previous Right of Way Grant for storm drain purposes to include terms and conditions to allow both Dias families to commence construction activity over the easement area.

Background:

Both parties recognize that an existing functional public storm drain bisects the subject properties (153 & 155 East Clark Avenue) under the previously recorded 1955 Right of Way Grant. Dias desires to design and engineer a structure on the subject properties which bridges over the existing easement which is used for storm drain purposes. The new Easement Agreement sets-forth the terms and conditions to allow the owners to commence construction activity over the easement area. The Easement Agreement clarifies the responsibilities and cost of the parties associated with the storm drain and structure.

The Easement Agreement will be recorded and shall be appurtenant to the subject properties. The terms and conditions of the Easement Agreement shall be a covenant on the subject properties and shall bind the current and future owners.

The existing Right of Way Grant shall remain in full force and effect except as expressly provided in the Easement Agreement.

Fiscal and Facilities Impacts:

N/A

Special Instructions:

After Board action, distribute as follows:

- | | |
|---------------------------------------------|-----------------------------------------|
| 1. Original Easement Agreement (Alvin Dias) | Real Estate Svcs, Attn: Ronn Carlentine |
| 2. Copy of Easement Agreement (Alvin Dias) | Clerk of the Board Files |
| 3. Original Easement Agreement (Eric Dias) | Real Estate Svcs, Attn: Ronn Carlentine |
| 5. Copy of Easement Agreement (Eric Dias) | Clerk of the Board Files |
| 6. Minute Order | Real Estate Svcs, Attn: Ronn Carlentine |

The Office of Real Estate Services will deliver the original Easement Agreements to the County Recorder's office for recordation. Once the Easement Agreements have been recorded, Real Estate Services will return recorded copies of the Easement Agreements to the Clerk of the Board and property owners.

Attachments:

- (2) Easement Agreements

Authored by:

Ronn Carlentine, Office of Real Estate Services, General Services Department

cc:

Eric Pearson, Public Works

Dace Morgan, Public Works

Recording requested by
And when recorded mail to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section 6103

NO TAX DUE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 105-073-008 (portion)

**EASEMENT AGREEMENT
FOR 1955 RIGHT OF WAY GRANT
(ORCUTT STORM DRAIN EASEMENT)**

This **Easement Agreement** is made by and between Eric Dias and Lisa Dias (hereinafter known collective as "DIAS") who are the owners of that certain real property located at 155 East Clark Avenue, in the town of Orcutt, California, also known as Santa Barbara County Assessor's Parcel Number 105-073-008 (hereinafter "Property"), and the County of Santa Barbara, a political subdivision of the State of California, (hereinafter "COUNTY").

WHEREAS, DIAS recognizes the existence of a Right Of Way Grant in favor of the County of Santa Barbara, recorded June 24, 1955, as Instrument No. 11224, Book 1321 Page 384, of Official Records of Santa Barbara County, for the purpose of a storm drain, which has previously been granted by owners predecessor-in-interest; and

WHEREAS, the Right of Way Grant provides COUNTY with title to an easement for drainage purposes over, along, and under said Property (hereinafter "easement area") which easement bisects the Property for a length of 74 feet as depicted in Exhibit "A", attached hereto, and described in Exhibit "B"; and

WHEREAS, DIAS desires to design and engineer a structure on the Property which bridges over the easement area; and

WHEREAS, DIAS desires to proceed with construction on the Property, provided that both parties agree to modify the previous Right of Way Grant to include terms and conditions to allow DIAS to commence construction activity over the easement area.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that said Right of Way Grant be subject to the following terms and conditions:

1. DIAS and COUNTY recognize and acknowledge the existence of a functioning public storm drain which bisects the Property under the previously recorded Right of Way Grant.
2. DIAS shall allow COUNTY, its agents and contractors, to continue access on a long-term basis onto the Property in order to maintain the storm drain so long as access can be achieved through the manhole located on First Street, in the town of Orcutt, California. When the County Public Works Director determines that access from the manhole has become infeasible, DIAS shall provide a new easement as set forth in Section 6, below.
3. DIAS shall be responsible for the design and engineering requirements to build over the easement area. Due to the existence of the storm drain traversing the Property underneath the proposed building, construction mitigation measures are required to protect the integrity of this storm drain. The sections of footings that intersect the storm drain shall be engineered to bridge the storm drain, thus removing any loads imposed by the structure onto the storm drain. The foundation design in the areas of the storm drain shall take into account the Geotechnical Engineer's recommendations, including post construction settlement and differential settlement in determining the design and elevation of the bottom of the bridged footing above the storm drain. The footing design must be submitted to the County Public Works Director and the County Building and Safety Division for review, and written approvals and permits shall be obtained by DIAS from each prior to the commencement of any work.
4. DIAS shall be responsible for any and all cost and damage, including without limitation any consequential damages resulting from the failure of the storm drain in the easement area due to the DIAS' proposed construction activity, future building load failure, any intervening circumstances, natural or unnatural, or as a result of other activities on the Property by DIAS. In the event that the Public Works Director determines that the storm drain structure has failed due to the activities of DIAS, DIAS shall provide a new easement as set forth in Section 6, below.
5. DIAS shall investigate, defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses (including attorneys' fees) and causes of action of whatsoever character which the County may incur, sustain or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with this Agreement and/or easement and arising from any cause whatsoever except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.
6. The COUNTY, through the Public Works Director, shall determine if the storm drain is dysfunctional or inoperative. If it is determined that replacement of the storm drain is required, DIAS shall convey to the COUNTY a new easement for the purpose of storm drain on said Property. The new easement shall be in a form similar to the old easement and acceptable to County Counsel. COUNTY shall be responsible for the cost associated with the installation and construction of that new storm drain system.

The recordation of that new easement shall be completed by both parties within a six month period from the time the Public Works Director notifies DIAS. The County shall be responsible for recording the new easement deed. At DIAS' option, DIAS may acquire an off-Property easement with the advance written approval of the Public Works Director. If DIAS elects to acquire an off-site easement as provided herein, DIAS shall be responsible for all costs associated with the acquisition, installation, and construction of a new off-site storm drain system, pursuant to a design approved in advance in writing by the Director of Public Works. The recordation of the new off-Property easement shall be completed by both parties within a six month period from the time the Public Works Director notifies DIAS. The County shall be responsible for recording the new easement deed.

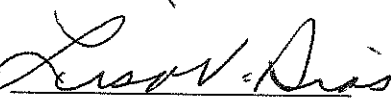
This Easement Agreement shall be appurtenant to the Property. The terms and conditions of this Easement Agreement shall be a covenant on the Property and shall bind DIAS, their heirs, representatives, successors and assigns.

The existing Right Of Way Grant in favor of the County of Santa Barbara, recorded June 24, 1955, as Instrument No. 11224, Book 1321 Page 384, of Official Records of Santa Barbara County shall remain in full force and effect except as expressly provided herein.

IN WITNESS WHEREOF, DIAS and COUNTY have executed this Agreement to be effective on the recordation of this Agreement.

"DIAS"

By: 
Eric Dias

By: 
Lisa Dias

"COUNTY"
COUNTY OF SANTA BARBARA

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

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy

State of California

County of SANTA BARBARA

On 8/19/08 before me, KATHY L. KIRKLAND, a Notary Public, personally appeared
Name of Notary

ERIC DIAS AND LINA DIAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kathy L. Kirkland
Signature
(Seal)



Basis of Bearings

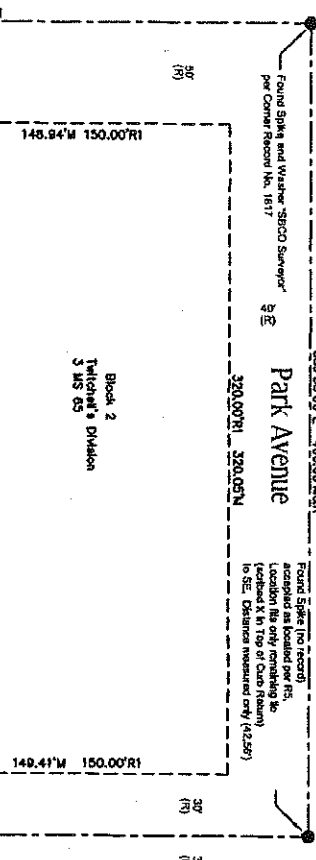
S89°28'30"E 400.05'MAR2

Park Avenue

Found Spikes and Washer "SPCO Surveyor" per Corner Record No. 1617

Found Spike (no record) accepted as located per file location file only remaining to be located in Top of Clark Avenue to 5th. Distance measured only (42.58')

Block 2
Twitchell's Division
3 MS 65

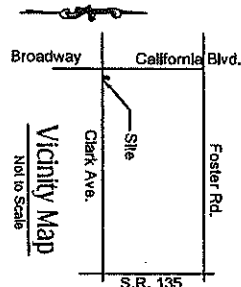


Broadway

First Street

Clark Avenue

Union Avenue



Legend

- Found monument as noted
- Set 3/4" O.D. pipe with T.S. 7576 unless otherwise noted
- CS Map 8564
- CS Map 85
- 88 RS 77
- 112 RS 85
- 495 OS 234
- CS Map 857
- IP
- ID
- M
- Iron Pipe
- Includes Diameter
- Measured From True Corner
- FTC
- CF

RECORD OF SURVEY

Being a survey of a portion of Lot 1 and all of Lot 2 of Block 2, according to the "Map of Twitchell's Division", in the Town of Orcutt, filed in Book 3 of Maps and Surveys, Page 85, in the office of the County Recorder, County of Santa Barbara, State of California.

Surveyor's Statement

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Professional Land Surveyors' Act of the request of Uno and Eric Dies in February, 2005.

Jon Mckellar
P.L.S. 7576
License Expiration Date: December 31, 2005

County Surveyor's Statement

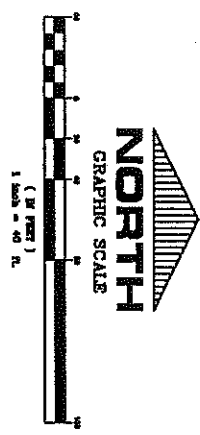
This map has been examined in accordance with Section 8766 of the Professional Land Surveyors' Act this _____ day of _____ 200__

Michael B. Emmons
County Surveyor
P.L.S. 5889
License Expiration Date: December 31, 2006

Recorder's Statement

I filed this _____ day of _____ 200__ in Book _____ of Records of Survey of Page _____ at the request of Jon Mckellar.

Fee: \$ _____
Joseph E. Holland
By: _____
County Clerk--Recorder--Assessor
Deputy



A Professional Land Surveyor & Consultant
910 East Second Street, Suite 107
Santa Maria, CA 93454
805-460-1885 fax
805-428-8713 cell
mck@cmckellar.com
http://www.jmckellar.com

Exhibit "A"

RIGHT OF WAY GRANT

ak

E. R. CASEY, hereinafter called the Grantor, for good and sufficient consideration, the receipt of which is hereby acknowledged, does by these presents hereby grant unto the COUNTY OF SANTA BARBARA, of the State of California, a body politic and corporate, hereinafter called the Grantee, an easement for drainage purposes over, along and under the following described land, to-wit:

A strip of land 20.00 feet in width extending over and across Block Two of Twitchell's Division in the Town of Orcutt and lying equally on each side of the following described line:

Beginning at a point in the center line of Broadway in said Town of Orcutt, distant southerly 197.28 feet from its intersection with the center line of Park Avenue, as said center lines are shown on Map of the Town of Orcutt filed in the office of the County Surveyor, as File No. C. S. 856, and running thence southeasterly in a straight line to a point in the center line of First Street in said Town of Orcutt, distant southerly 331.58 feet from its intersection with said center line of Park Avenue.

Excepting from the above described strip of land any and all portions thereof not included within the boundaries of the land described in the Deed to E. R. Casey recorded in Book 743, page 493 of Official Records in the office of the County Recorder of Santa Barbara County, California.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND HOLD, all and singular, together with the said appurtenances unto the Grantee forever, for said use as a drainage easement.

IN WITNESS WHEREOF, the said Grantor has hereunto affixed his signature this 10th day of June, 1955.


E. R. CASEY

Exhibit "B"

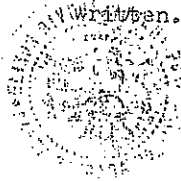
STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

ss.

BOOK 1321 PAGE 385

Personally appeared before me, a Notary Public in and for said County and State, this 10th day of June, 1955, G. R. CASEY, personally known to me to be the person whose name is subscribed to the foregoing Right of Way Grant to the COUNTY OF SANTA BARBARA, and he acknowledged to me that he had executed said Right of Way Grant.

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



G. R. Casey
Notary Public in and for
said County and State.

My commission expires:

My Commission Expires April 23, 1957

11223

RECORDED AT REQUEST OF

COUNTY CLERK

JUN 24 1955 at 11:15 A.M.

BOOK 1321 PAGE 382

OFFICIAL RECORDS


Santa Barbara County, Calif.

JAMES G. FOWLER, Recorder

M. H. Hines Deputy

FEE \$ 80 FEE

PHOTOSTATED BY A. Hines
Deputy

CHECKED BY: 
Deputy

JAMES G. FOWLER,
County Recorder

Exhibit "B"

Recording requested by
And when recorded mail to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 105-073-009 (portion)

NO TAX DUE

**EASEMENT AGREEMENT
FOR 1955 RIGHT OF WAY GRANT
(ORCUTT STORM DRAIN EASEMENT)**

This **Easement Agreement** is made by and between Alvin John Dias and Laura Lee Felicita Dias (hereinafter known collectively as "DIAS") who are the owners of that certain real property located at 153 East Clark Avenue, in the town of Orcutt, California, also known as Santa Barbara County Assessor's Parcel Number 105-073-009 (hereinafter "Property"), and the County of Santa Barbara, a political subdivision of the State of California, (hereinafter "COUNTY").

WHEREAS, DIAS recognizes the existence of a Right Of Way Grant in favor of the County of Santa Barbara, recorded June 24, 1955, as Instrument No. 11224, Book 1321 Page 384, of Official Records of Santa Barbara County, for the purpose of a storm drain, which has previously been granted by owners predecessor-in-interest; and

WHEREAS, the Right of Way Grant provides COUNTY with title to an easement for drainage purposes over, along, and under said Property (hereinafter "easement area") which easement bisects the Property for a length of 53 feet as depicted in Exhibit "A", attached hereto, and described in Exhibit "B"; and

WHEREAS, DIAS desires to design and engineer a structure on the Property which bridges over the easement area; and

WHEREAS, DIAS desires to proceed with construction on the Property, provided that both parties agree to modify the previous Right of Way Grant to include terms and conditions to allow DIAS to commence construction activity over the easement area.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that said Right of Way Grant be subject to the following terms and conditions:

1. DIAS and COUNTY recognize and acknowledge the existence of a functioning public storm drain which bisects the Property under the previously recorded Right of Way Grant.

2. DIAS shall allow COUNTY, its agents and contractors, to continue access on a long-term basis onto the Property in order to maintain the storm drain so long as access can be achieved through the manhole located on First Street, in the town of Orcutt, California. When the County Public Works Director determines that access from the manhole has become infeasible, DIAS shall provide a new easement as set forth in Section 6, below.

3. DIAS shall be responsible for the design and engineering requirements to build over the easement area. Due to the existence of the storm drain traversing the Property underneath the proposed building, construction mitigation measures are required to protect the integrity of this storm drain. The sections of footings that intersect the storm drain shall be engineered to bridge the storm drain, thus removing any loads imposed by the structure onto the storm drain. The foundation design in the areas of the storm drain shall take into account the Geotechnical Engineer's recommendations, including post construction settlement and differential settlement in determining the design and elevation of the bottom of the bridged footing above the storm drain. The footing design must be submitted to the County Public Works Director and the County Building and Safety Division for review, and written approvals and permits shall be obtained by DIAS from each prior to the commencement of any work.

4. DIAS shall be responsible for any and all cost and damage, including without limitation any consequential damages resulting from the failure of the storm drain in the easement area due to the DIAS' proposed construction activity, future building load failure, any intervening circumstances, natural or unnatural, or as a result of other activities on the Property by DIAS. In the event that the Public Works Director determines that the storm drain structure has failed due to the activities of DIAS, DIAS shall provide a new easement as set forth in Section 6, below.

5. DIAS shall investigate, defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expenses (including attorneys' fees) and causes of action of whatsoever character which the County may incur, sustain or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with this Agreement and/or easement and arising from any cause whatsoever except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

6. The COUNTY, through the Public Works Director, shall determine if the storm drain is dysfunctional or inoperative. If it is determined that replacement of the storm drain is required, DIAS shall convey to the COUNTY a new easement for the purpose of storm drain on said Property. The new easement shall be in a form similar to the old easement and acceptable to County Counsel. COUNTY shall be responsible for the cost associated with the installation and construction of that new storm drain system.

The recordation of that new easement shall be completed by both parties within a six month period from the time the Public Works Director notifies DIAS. The County shall be responsible for recording the new easement deed. At DIAS' option, DIAS may acquire an off-Property easement with the advance written approval of the Public Works Director. If DIAS elects to acquire an off-site easement as provided herein, DIAS shall be responsible for all costs associated with the acquisition, installation, and construction of a new off-site storm drain system, pursuant to a design approved in advance in writing by the Public Works Director. The recordation of the new off-Property easement shall be completed by both parties within a six month period from the time the Public Works Director notifies DIAS. The County shall be responsible for recording the new easement deed.

This Easement Agreement shall be appurtenant to the Property. The terms and conditions of this Easement Agreement shall be a covenant on the Property and shall bind DIAS, their heirs, representatives, successors and assigns.

The existing Right Of Way Grant in favor of the County of Santa Barbara, recorded June 24, 1955, as Instrument No. 11224, Book 1321 Page 384, of Official Records of Santa Barbara County shall remain in full force and effect except as expressly provided herein.

IN WITNESS WHEREOF, DIAS and COUNTY have executed this Agreement to be effective on the recordation of this Agreement.

"DIAS" *Alin John Dias*
By: *Alin John Dias*
Alin John Dias

By: *Laura Lee Felicita Dias*
Laura Lee Felicita Dias

"COUNTY"
COUNTY OF SANTA BARBARA

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

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: *Dennis Marshall*
Deputy

State of California

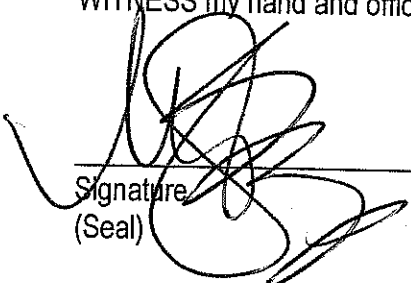
County of Santa Barbara

On Aug 19 2008 before me, MELISSA M JIMENEZ Notary Public, personally appeared
Name of Notary

ALVIN DIAS AND LAURA LEDIAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

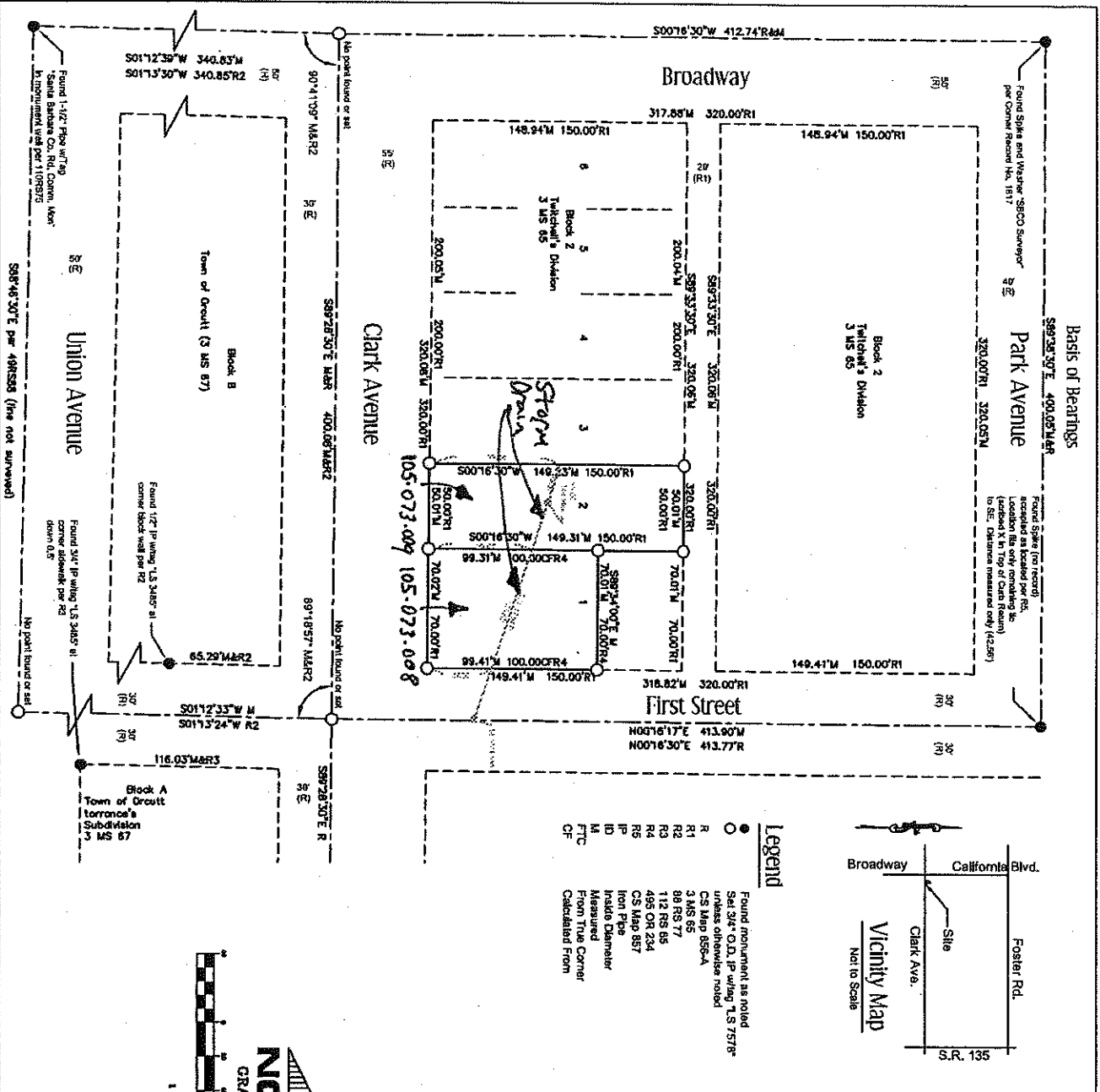
WITNESS my hand and official seal.



Signature
(Seal)

California Civil Code section 1188





Basis of Bearings
 589°25'30"E 490.05'M
 320.00' R1 320.05'M

Park Avenue

Block 2
 Twichell's Division
 3 MS 85

Clark Avenue

Block B
 Town of Orcutt (3 MS 87)

Union Avenue

Block A
 Town of Orcutt
 Torrance's
 Subdivision
 3 MS 87

Found Stake and Washer "8800 Surveyor"
 per Corner Record No. 1817

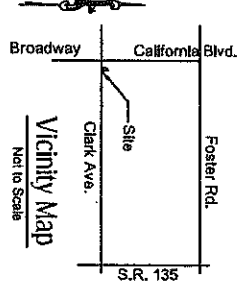
Found Stake (no record)
 accepted as located per file
 Location file only remaining to
 be located in Top of Chain Return
 to SEC. Distance measured only (42.26')

Found 1/2" IP w/ing U.S. 3485' at
 corner block wall per R2

Found 3/4" IP w/ing U.S. 3485' at
 corner block wall per R2
 from L2

Found 1-1/2" Pipe w/ing
 "Sante Barbara Co. Rd. Corner, Mark"
 in monument wall per 110825

589°46'30"E per 498558 (line not surveyed)



Legend

- Found monument as noted
- Set 3/4" O.D. IP w/ing U.S. 7578
- unless otherwise noted
- CS Map 855-A
- 3 MS 85
- 88 RS 77
- 112 RS 85
- 495 OR 234
- CS Map 857
- Iron Pipe
- Inside Diameter
- Measured
- From True Corner
- Calculated From
- FTC
- ID
- M
- R5
- R4
- R3
- R2
- R1
- R

RECORD OF SURVEY

Being a survey of a portion of Lot 1 and all of Lot 2 of Block 2, according to the "Map of Twichell's Division", in the Town of Orcutt, filed in Book 3 of Maps and Surveys, Page 85, in the office of the County Recorder, County of Santa Barbara, State of California.

Surveyor's Statement

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act of the request of Leo and Eric Dias in February, 2005.

Jon Mckellar
 PLS 7578
 License Expiration Date: December 31, 2005

County Surveyor's Statement

This map has been examined in accordance with Section 8766 of the Professional Land Surveyors' Act this _____ day of _____ 200__

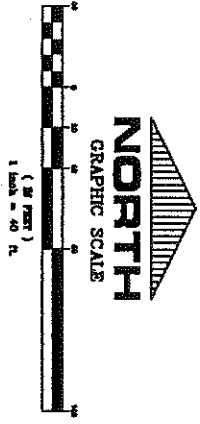
Michale B. Emmons
 County Surveyor
 PLS 5589
 License Expiration Date: December 31, 2006

Recorder's Statement

I filed this _____ day of _____ 200__ in Book _____ of Records of Survey of Page _____ at the request of Jon Mckellar.

Fee: \$ _____
 Joseph E. Holland
 By: _____
 County Clerk-Recorder-Assessor

Deputy



Jon Mckellar
 PLS 7578
 A Professional Land Surveyor & Consulting Geographer
 5110 East Second Road, Suite 107
 Santa Maria, CA 93454
 805-450-1885 fax
 805-428-9713 fax
 jon@mckellar.com
 http://www.jonmckellar.com

Exhibit "A"

RIGHT OF WAY GRANT

E. R. CASEY, hereinafter called the Grantor, for good and sufficient consideration, the receipt of which is hereby acknowledged, does by these presents hereby grant unto the COUNTY OF SANTA BARBARA, of the State of California, a body politic and corporate, hereinafter called the Grantee, an easement for drainage purposes over, along and under the following described land, to-wit:

A strip of land 20.00 feet in width extending over and across Block Two of Twitchell's Division in the Town of Orcutt and lying equally on each side of the following described line:

Beginning at a point in the center line of Broadway in said Town of Orcutt, distant southerly 197.28 feet from its intersection with the center line of Park Avenue, as said center lines are shown on Map of the Town of Orcutt filed in the office of the County Surveyor, as File No. C. S. 856, and running thence southeasterly in a straight line to a point in the center line of First Street in said Town of Orcutt, distant southerly 331.58 feet from its intersection with said center line of Park Avenue.

Excepting from the above described strip of land any and all portions thereof not included within the boundaries of the land described in the Deed to E. R. Casey recorded in Book 743, page 493 of Official Records in the office of the County Recorder of Santa Barbara County, California.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND HOLD, all and singular, together with the said appurtenances unto the Grantee forever, for said use as a drainage easement.

IN WITNESS WHEREOF, the said Grantor has hereunto affixed his signature this 10th day of June, 1955.


E. R. CASEY

Exhibit "B"

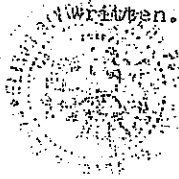
STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

ss.

BOOK 1321 PAGE 385

Personally appeared before me, a Notary Public in and for said County and State, this 10th day of June, 1956, E. R. CASEY, personally known to me to be the person whose name is subscribed to the foregoing Right of Way Grant to the COUNTY OF SANTA BARBARA, and he acknowledged to me that he had executed said Right of Way Grant.

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



[Signature]
Notary Public in and for
said County and State.

My commission expires:

My Commission Expires April 18, 1957

11223

RECORDED AT REQUEST OF
COUNTY CLERK
JUN 24 1956 at 11:15 A.M.
BOOK 1321 PAGE 382
OFFICIAL RECORDS
Santa Barbara County, Calif.
JAMES G. FOWLER, Recorder
[Signature] Deputy
FEE \$ NO FEE

PHOTOSTATED BY S. Thurman
Deputy

CHECKED BY: [Redacted]
Deputy

JAMES G. FOWLER,
County Recorder

Exhibit "B"