

**SANTA BARBARA COUNTY  
BOARD AGENDA LETTER**



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

**Agenda Number:**  
**Prepared on:** February 11, 2004  
**Department:** General Services  
**Budget Unit:** 063  
**Agenda Date:** March 16, 2004  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Ronald S. Cortez, Director  
General Services Department

**STAFF** Ronn Carlentine  
**CONTACT:** Real Property Manager (568-3078)

**SUBJECT:** Grant of Easement @ F.S. 12  
Second Supervisorial District  
Real Property Folio No. YI 3452

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**Recommendations:**

That the Board of Supervisors execute the attached Easement Deed to convey to the Goleta Sanitary District ("GSD") an underground sewer easement located on a portion of County property known as APN: 069-160-053 which is occupied as County Fire Station 12.

**Alignment with Board Strategic Plan:** The recommendation is primarily aligned with Goal No. 1. An Efficient Government Able to Respond Effectively to the Needs of the Community and with actions required by law or by routine business necessity.

**Executive Summary and Discussion:**

The purpose of the attached easement will allow for the installation of an underground sewer connection to an existing GSD trunk line that will serve the Patterson Packing Self-Storage development (01-DP-006).

As a condition of approval the developer, The Carey Group, has secured a Can and Will Serve letter from the GSD. Also as a condition of approval the developer obtained the necessary road encroachment permit from the City of Goleta which will allow the sewer pipeline to cross Calle Real and enter County property to connect to the existing GSD sewer truck line. The attached Easement Deed will allow the GSD the area to connect a sewer pipeline to an existing GSD trunk line on the County property. The easement area is a nominal 150 square feet and will not impact or interfere with the use of the property.

County Planning and Development has determined that the proposed granting of this easement is in conformance with the County's General Plan per Government Code 65402, and as part of the permitting process, the Planning Commission on June 4, 2003, approved a Negative Declaration 03-ND-03 on the project.

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Since the project would affect the Fire Department's operations, their verbal approval was also sought and subsequently granted.

**Mandates and Service Levels:**

No change in programs or service levels.

**Fiscal and Facilities Impacts:**

Real Estate Services and other County staff time to review and process this easement is paid for by the developer, The Carey Group. There are no Facilities impacts.

**Special Instructions:** After Board action, distribute as follows:

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|--|---|
| 1. Original Easement Deed & Minute Order | Facilities Services, Attn: Connie Smith |
| 2. Copy of Easement Deed                 | Clerk of the Board Files                |
| 3. Certified Easement Deed               | Facilities Services, Attn: Connie Smith |

**NOTE:** Real Estate Services will deliver the Certified Easement Deed to the Goleta Sanitary District for their "acceptance." After acceptance, Goleta Sanitary District will return the fully executed and accepted Easement Deed to Real Estate Services for recordation. A copy of the recorded deed will be delivered to the Clerk for its files.

Recorded at the request of,  
and to be returned to:  
COUNTY OF SANTA BARBARA  
Department of General Services  
Real Estate Services  
Will Call

**COUNTY OF SANTA BARBARA**  
**OFFICIAL BUSINESS**  
No fee pursuant to Government Code 6103  
No Tax Due

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SPACE ABOVE THIS LINE FOR RECORDER'S USE  
APN: 069-160-053 (Portion)

**EASEMENT DEED**  
Sewer Purposes

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, the fee owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, known as Assessor Parcel Number 069-160-053 (herein the "Property"), as "GRANTOR" herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

the GOLETA SANITARY DISTRICT, a governmental agency, its successors or assigns, as "GRANTEE" herein, a permanent nonexclusive easement to construct, install, maintain, operate, repair and replace GRANTEE'S underground sewer pipeline, manholes and appurtenances, together with the right of ingress and egress to and from the easement area herein described, for such sewer purposes incidental thereto, and the future repair and maintenance thereof, 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 made a part hereof (herein the "Easement"), subject to the terms and conditions contained herein.

Expressly reserved from this Easement, and for the use and benefit of GRANTOR, its tenants, successors and assigns, is a right in the surface and airspace above the Easement area herein described, provided that any use of said area by GRANTOR or others for GRANTOR is not inconsistent with the rights granted herein. No permanent structures of any kind which directly or indirectly interfere with, or endanger the GRANTEE'S exercise of its rights herein, other than roads, pipelines and other similar appurtenances, shall be built upon said Easement area by GRANTOR or its tenants occupying the Property.

GRANTEE shall perform all work on the Property in a quality manner and in accordance with legal and governmental standards for such work. If so required, GRANTEE shall obtain permits to proceed with any construction on the Property from the appropriate governmental agencies,

and shall provide copies of said permits and provide copies of GRANTEE'S work plans to the County Architect prior to the commencement of work.

Except in case of emergency or routine pipeline maintenance, GRANTEE shall give GRANTOR and any tenants on the Property no less than five (5) business days written notice prior to the commencement of any work in, on, or about the Property. In no way shall routine pipeline maintenance interfere with regular scheduled activities of GRANTOR or GRANTOR'S tenants. GRANTOR'S tenants on the Property have the right to reasonably refuse and reasonably reschedule the date(s) of construction in the event such date(s) interfere with said tenant's scheduled events on the Property.

GRANTEE, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property and all structures thereon during GRANTEE'S entry.

In the event GRANTEE undertakes any construction on the Property, GRANTEE shall keep the Property and all improvements thereon owned by GRANTEE, GRANTOR or GRANTOR'S tenants free and clear of liens for labor and material and shall hold GRANTOR and its tenants harmless with respect to any such improvements.

Upon completion of any construction, GRANTEE shall remove all of GRANTEE'S equipment, materials and supplies from the Property and shall restore the Property to as near the original condition as is reasonably practicable unless otherwise agreed to in writing by GRANTOR.

If GRANTEE'S pipeline(s) or related facilities become incompatible with GRANTOR'S activities or with the activities of GRANTOR'S tenants, then at GRANTOR'S direction GRANTEE shall, at GRANTOR'S expense and in a timely fashion, relocate such pipeline(s) or related facilities to a location designated by and within an easement provided by GRANTOR. GRANTEE'S pipeline system is a gravity flow system. In the event of relocation caused by GRANTOR, the replacement pipeline location shall be subject to the approval of GRANTEE, such approval shall not be unreasonably withheld.

GRANTEE, its successors, assigns, contractors and employees, shall have the right to trim or cut vegetation and tree roots as may endanger or interfere with its pipeline(s) and related facilities; provided however, that in making any excavation within the Easement area, GRANTEE shall make the least injury and damage to the surface of the ground and vegetation around such excavation and shall inconvenience the tenants occupying the Property as minimally as is reasonably practical. GRANTEE, its authorized agents, employees and contractors shall replace, restore and/or repair any improvements and/or vegetation on the Property, damaged, destroyed, or removed as a result of the rights granted under this Easement to as near the original condition and location as is reasonably practicable.

GRANTEE shall indemnify, save and hold harmless GRANTOR, its agents, employees, officers, tenants, successors and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds arising out of the GRANTEE'S access, installation, construction, reconstruction, operation, maintenance, enlargement, replacement or repair of its pipeline(s) and/or related facilities in the Easement area, 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 in the Easement area as a result of the operations of GRANTOR either before or subsequent to the effective date of this Easement Deed.

**IN WITNESS WHEREOF**, GRANTOR has executed this Easement Deed, and GRANTEE shall accept same by its respective authorized officer(s) as set forth on the GRANTEE'S Certificate of Acceptance attached hereto, all to be effective as of the date of recordation.

"GRANTOR"  
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_



**EXHIBIT "A"**

**MAP AND LEGAL DESCRIPTION OF**  
**NEW EASEMENT AREA**

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA SS.  
GOLETA SANITARY DISTRICT

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED dated \_\_\_\_\_, 2004, from the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, to the GOLETA SANITARY DISTRICT, a government agency, is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the Goleta Sanitary District pursuant to authority conferred by resolution of the Governing Board adopted on March 15, 1993, and the Goleta Sanitary District as GRANTEE consents to recordation thereof by its duly authorized officer.

GOLETA SANITARY DISTRICT

By: \_\_\_\_\_  
Kamil S. Azoury, P.E.  
General Manager/ District Engineer

WITNESS my hand and official seal

on this \_\_\_\_ day of \_\_\_\_\_, 2004

By: \_\_\_\_\_  
Notary Public