

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: portions of 005-182-001
County Real Property File # 003775

EASEMENT DEED FOR ROADWAY
(PERMANENT EASEMENT)

HOLLISTER LILLIE, LLC, a Delaware limited liability company, owner of all that property in the unincorporated area of the County of Santa Barbara, State of California, commonly known as 120 Hollister Street, Summerland, California, and also currently identified as Santa Barbara County Assessor's Parcel Number 005-182-001 (the "Property"), as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway, and public utility improvements, and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto (collectively hereinafter the "Easement"), as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the Easement, together with the necessary rights of ingress and egress to the Easement for the above-referenced purposes, 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", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the Easement except that within the Easement, no permanent surface improvements, fences, trees, shrubs, vines, vegetation, or permanent encroachments of any kind can be erected or other use made which would interfere with the rights granted herein.

GRANTEE shall have the right to clear or keep clear from the Easement all buildings, structures, and facilities that may interfere with the use of the Easement at the expense of the party or parties responsible for the installation of same. GRANTEE, its successors, assigns, contractors,

and employees shall have the right, but not the obligation, to maintain, trim and cut trees, shrubs, vines, vegetation and roots, if any, as may endanger or interfere with the operation or use of the public facilities within and above the Easement, provided however that GRANTEE shall make the least injury and damage to the surface of the ground and vegetation as is reasonably practical and restore the surface of the ground and vegetation to as near the same condition as it was prior to the above referenced work as is practicable.

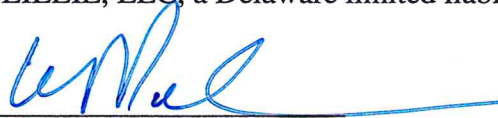
GRANTOR shall not disturb or damage GRANTEE'S facilities in the Easement. In the event said facilities are disturbed or damaged by GRANTOR, its successors, assigns, designees, employees, or contractors, then GRANTOR shall immediately contact GRANTEE. At GRANTEE'S sole discretion and option, GRANTOR shall immediately repair or replace said damaged facilities to GRANTEE'S satisfaction at GRANTOR'S sole cost and expense, or GRANTEE may elect to perform such repair or replacement at GRANTOR'S sole cost and expense.

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 area of land encumbered by the Easement, including harmful, hazardous and/or toxic materials, if any. This indemnity shall not apply to any contamination which may occur on the Easement as a result of the operations of GRANTEE subsequent to the effective date of this Easement. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law.

GRANTOR does hereby certify that it is the sole owner of the Property, and warrants that the undersigned is authorized to sign on behalf of the GRANTOR, and that no additional signatures are required to grant the interest described herein.

"GRANTOR"

HOLLISTER LILLIE, LLC, a Delaware limited liability company

By: 

WILLIAM R. POLCE.
Printed Name

MANAGER
Printed Title

Date: 7/6/17

ACKNOWLEDGMENT

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

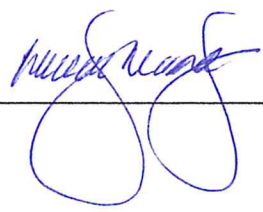
State of California
County of Santa Barbara

On July 6, 2017, before me, ANNA ORTIZ WINES,
(Name of Notary)

a Notary Public, personally appeared WILLIAM R. POLICE, 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)



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 EASEMENT DEED FOR ROADWAY dated _____, from HOLLISTER LILLIE, LLC, a Delaware limited liability company, 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:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION OF ROAD RIGHT OF WAY EASEMENT DEDICATION

THAT PORTION OF LOTS 33, 34, 35 IN BLOCK 27 OF THE TOWN OF SUMMERLAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN RACK 1, MAP No. 2 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTH CORNER OF SAID LOT 33;

1. THENCE ALONG THE SOUTHERLY LINE OF VARLEY STREET ALSO BEING THE NORTHERLY LINE OF SAID LOTS 33 THROUGH 35, S 63°15'58" E 64.33 FEET;
2. THENCE N 67°05'49" W 52.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 24.50 FEET;
3. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°36'38", AN ARC DISTANCE OF 12.23 FEET TO THE WESTERLY LINE OF SAID LOT 33 ALSO BEING THE EASTERLY LINE OF HOLLISTER STREET;
4. THENCE N 26°47'34" E ALONG THE WESTERLY LINE OF SAID LOT 33 AND THE EASTERLY LINE OF HOLLISTER STREET, 7.31 FEET TO THE POINT OF BEGINNING

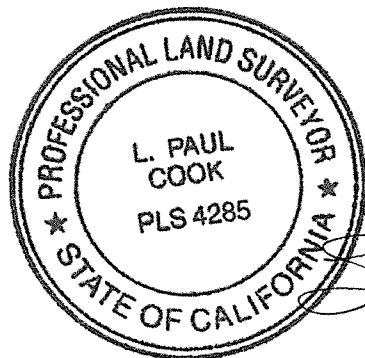
CONTAINING 150 SQUARE FEET MORE OR LESS.

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A sketch for the easement herein described is depicted on Exhibit B attached herewith and made a part hereof.

Prepared by: L. Paul Cook, PLS 4285

L. P. Cook and Company, Inc.



A handwritten signature in black ink, appearing to read "L. Paul Cook", written over the right side of the seal.

Job No. 1989.00H

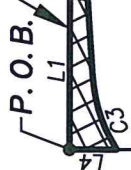
July 5, 2017

EXHIBIT B

ROAD RIGHT OF WAY EASEMENT DEDICATION

VARLEY STREET
(VARIABLE WIDTH)

15'



HOLLISTER STREET
(VARIABLE WIDTH)

30'

LOT 33 R1

LOT 34 R1

LOT 35 R1

LOT 36 R1

LOTS 33-36 &
49-52, BLOCK 27
-OF TOWN OF
SUMMERLAND
RACK 1, MAP 2

LOT 49 R1

LOT 50 R1

LOT 51 R1

LOT 52 R1

LOTS 37-38 R1

COURSE BEARING/DISTANCE OR RADIUS/ARC LENGTH/DELTA ANGLE

- L1 S 63°15'58" E 64.33
- L2 N 67°05'49" W 52.95
- C3 R=24.50 L=12.23 D=28°36'38"
- L4 N 26°47'34" E 7.31
- RIB=S 22°54'11" W ROB=S 05°42'27" E

CURVE ABBREVIATIONS C=CURVE; R=RADIUS; L=ARC LENGTH;
D=DELTA ANGLE; RIB=RADIAL IN BEARING
ROB=RADIAL OUT BEARING
EASEMENT CONTAINS 150 SF MORE OR LESS

LOTS 53-54 R1

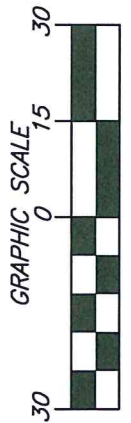
LILLIE AVENUE
OLD COAST HIGHWAY
(VARIABLE WIDTH)

PREPARED BY:
L.P. COOK & COMPANY, Inc.
Land Surveying
Mapping & Digital Graphics
831 State Street, Suite 202, Santa Barbara,
CA 93101-3227
(805) 966-5105

LEGEND:



- ... PROPOSED ROAD RIGHT OF WAY EASEMENT DEDICATION
- - - P.O.B. POINT OF BEGINNING
- LINE NUMBER
- - - CURVE NUMBER
- - - BLOCK 27 TOWN OF SUMMERLAND RACK 1, MAP 2



SHEET NO.: 1 OF 1
DRAWN BY: PHD
CHECKED BY: LPC
DATE: 6/12/17
JOB NO.: 1989-01H