

Recording requested by
and when recorded mail to:
County of Santa Barbara
Public Works Department
Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455
Attn: Martin Wilder

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103
No recording fee per Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Easements on APNs 111-231-011, 111-231-019, 111-291-033

The undersigned grantor declares DOCUMENTARY TRANSFER TAX <u>\$ zero (0)</u> EXEMPTION (R&T CODE) <u>§11922</u> EXPLANATION <u>Municipal government agency</u>

EASEMENT DEED

The SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport of the State of California (“District”) hereby grants to LAGUNA COUNTY SANITATION DISTRICT, a county sanitation district of the State of California (“Grantee”), its successors or assigns, subject to the terms, conditions, covenants, restrictions and reservations set forth below, and subject to all matters of record and all utilities, pipelines, conduits, cables and/or wires that may be in place, non-exclusive and permanent easements for present and future construction, reconstruction, operation, repair, and maintenance of improvements required by Grantee for recycled water lines together with appropriate appurtenances incidental thereto, and together with necessary rights of ingress and egress to the easements for the above-referenced purposes, in, on, along, under and through certain lands (the “Easement Property” situated in the City of Santa Maria, County of Santa Barbara, State of California, more particularly described in Exhibit “A” (the “Legal Descriptions”) and shown on Exhibit “B” and Exhibit “C” attached hereto and incorporated by this reference.

1. District hereby reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Easement Property, together with the right to cause in said air space such noise as may ensue from the operation of aircraft now known or hereafter used for navigation of or flight in the airspace, and the use of said airspace for landing on, taking off from or operating the Santa Maria Public Airport.

2. Grantee, by accepting this deed, expressly agrees for itself, its successors and assigns, that it will not erect any structure or object or the growth of any tree on the Easement Property herein granted, above a mean sea level elevation of 602 feet and it further agrees that it will erect no structure within any airport approach or runway protection zone at the Santa Maria Public Airport without the specific approval of District and the concurrence of the Federal Aviation Administration. In the event the aforesaid covenant is breached, District has the right to enter the Easement Property and remove the offending structure or object, or cut the offending growth, all of which shall be at the expense of the Grantee, its successors and/or assigns.
3. Grantee, by accepting this deed, expressly agrees for itself, its successors and assigns, that it will not make use of or perform any activity on the Easement Property in any manner which might interfere with the landing and taking off of aircraft from the Santa Maria Public Airport District, or any successor airport, or otherwise constitute an airport hazard or interfere with aeronautical activities on or around the Santa Maria Public Airport. In the event the aforesaid covenant is breached, District has the right to enter on the Easement Property and cause the abatement of such interference at the expense of Grantee, its successors and/or assigns.
4. Grantee, by accepting this deed, expressly agrees for itself, its successors and assigns, that it will file Federal Aviation Administration Form 7460-1, Notice of Proposed Construction or Alteration, or successor form, if required, for the purpose of airspace evaluation for any and all construction proposed on the Easement Property.
5. Grantee shall investigate, protect, defend (with counsel acceptable to District) indemnify and hold harmless District, its directors, officers, employees, agents and representatives, (collectively "District") at all times from and against any and all liability, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to (collectively "Liability or Loss") arising out of or in any way connected with: the acts or omissions of Grantee or its officers, agents, employees, guests, customers, licensees or invitees; or Grantee's operations on, or use or occupancy of, the District's property. The foregoing indemnification excludes only liability, damages or loss caused by the sole active negligence of District or its willful misconduct.
6. Grantee shall be responsible, at its sole expense, for all maintenance, repair and replacement of its facilities located within the Easement Property, with the exception of repairs due to or caused by the willful and malicious acts of the District or his agents, employees or invitees. Use of the Easement Property for the purposes described herein

shall not require notice to District; however, if use requires access to District's property other than the Easement Property, Grantee shall first obtain permission for access from District. Any access shall be as limited as is possible considering the work to be performed, with all work taking place primarily in the Easement Property to the extent possible and at all times otherwise in compliance with the terms and conditions of this agreement.

Dated: _____, 2019

DISTRICT:

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: _____
Hugh Rafferty, President

By: _____
Carl Engel, Jr., Secretary

ACKNOWLEDGMENT

A notary public 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 _____ before me, _____, a 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 within the 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: Government Code § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated August 9, 2019, from the SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport of the State of California as GRANTOR to the LAGUNA COUNTY SANITATION DISTRICT, a county sanitation district, is hereby accepted by Order of the Board of Directors thereof on _____, 2020 and the LAGUNA COUNTY SANITATION DISTRICT as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2020

MONA MIYASATO
EX OFFICIO CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Lina Somait, Deputy County Counsel

Exhibit A Legal Description

Page 1 of 2

PARCEL 1

A strip of land, 15 feet wide, being a portion of Sections 3 and 4, Township 9 North, Range 34 West, and Section 34, Township 10 North, Range 34 West, San Bernardino Base and Meridian, in the City of Santa Maria, County of Santa Barbara, State of California, the centerline of which is described as follows:

Commencing at 3/4" Iron Pipe with a brass tag marked "R.E. 2928" at the intersection of that certain line having a bearing of North 89°47'30" West as shown on the map filed March 1, 1957 in Record of Surveys Book 38 of, Page 44, at the office of County Surveyor of said county, with the westerly line of Parcel One described in the document recorded June 9, 1949 in Book 857, Page 309 of Official Records as having a bearing of North 2°19'05" East and a distance of 2599.46 feet; thence, along said westerly line, North 2°, 22' 38" East a distance of 59.87 feet to the centerline of an easement for sewer line as described in the document recorded December 19, 2013 as Instrument No. 2013-0079248 of Official Records; thence, along said easement the following eight courses: South 38°24'14" East a distance of 606.51 feet; thence, South 88°09'24" East a distance of 2495.72 feet; thence, South 43°05'52" East a distance of 35.32 feet; thence, South 89°09'24" East a distance of 39.34 feet; thence, South 88°06'24" East a distance of 1250.49 feet; thence, South 88°09'24" East a distance of 162.07 feet; thence, South 85°10'50" East a distance of 1619.06 feet; thence, South 88°44'11" East a distance of 84.77 feet to the westerly line of the easement for sewer line described in document recorded March 11, 1964 in Book 2039, at Page 1242 of Official Records, and being the TRUE POINT OF BEGINNING; thence,

- 1st South 88°44'11" East a distance of 4.29 feet; thence,
- 2nd North 1°15'49" East a distance of 82.51 feet; thence,
- 3rd North 46°41'35" East a distance of 97.96 feet; thence,
- 4th South 88°18'25" East a distance of 2,840.48 feet; thence,
- 5th South 43°00'30" East a distance of 537.46 feet; thence,
- 6th North 47°00'34" East a distance of 975.22 feet; thence,
- 7th North 0°30'34" East a distance of 665.35 feet; thence,
- 8th North 89°29'26" West a distance of 61.80 feet; thence,
- 9th North 41°36'55" West a distance of 694.68 feet; thence,
- 10th North 3°23'06" East a distance of 54.41 feet; thence,
- 11th North 46°48'00" East a distance of 209.88 feet; thence,
- 12th North 24°18'00" East a distance of 118.35 feet; thence,
- 13th North 46°48'00" East a distance of 185.73 feet; thence,
- 14th North 41°46'29" West a distance of 208.79 feet; thence,
- 15th North 48°13'31" East a distance of 268.15 feet to the west right-of-way line of Skyway Drive and the terminus of said centerline.

Exhibit A
Legal Description

Page 2 of 2

The sidelines of said strip are to be lengthened or shortened so as to terminate westerly on the easterly sideline of said Recycled Waterline Easement described in said Instrument No. 2013-0079248 and easterly on the southwesterly right-of-way line of Skyway Drive. Containing 2.41 acres, more or less.

END DESCRIPTION

PARCEL 2

A strip of land, variable in width, being portions of Lot 9 of the Skyway Industrial Park, Tract 5,011, in the of City of Santa Maria, as shown on the map recorded May 17, 1968 in Book 76 of Maps at Pages 35 through 42, inclusive, on file at the office of the County Recorder, County of Santa Barbara, State of California, the centerline of which is described as follows:

Commencing at the Southeast Corner of said Tract 5,011; thence, along said East line of said tract, North 01°41'43" East, a distance of 265.57 feet to a non-tangent curve concave easterly having a radius of 350.00 feet, to which point a radial line bears South 75°06'23" West, said point also being the TRUE POINT OF BEGINNING of the centerline of a 15 foot wide strip; thence,

- 1st Along said curve, northerly an arc distance of 103.00 feet, through a central angle of 16°51'38"; thence,
- 2nd North 1°58'01" East, a distant of 369.11 feet to the beginning of a curve concave westerly and having a radius of 325.00 feet; thence,
- 3rd Along said curve an arc distance of 108.70 feet, through a central angle of 19°09'47", to a point of reverse curvature, concave easterly having a radius of 325.00 feet; thence,
- 4th Along said curve an arc distance of 108.59 feet, through a central angle of 19°08'40", an arc distance of 108.59 feet; thence,
- 5th North 1°56'53" East, a distant of 673.56 feet to a point hereinafter referred to as Point "A" and after which said strip widens to 60 feet; thence,
- 6th South 88°20'46" East, a distant of 44.76 feet to the terminus of said centerline.

The sidelines of said strip are to be lengthened or shortened so as to terminate northerly and southerly on the East Line of said Tract 5,011. Containing 0.53 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my direct supervision in conformance with the requirements of the Professional Land Surveyor's Act on this 2nd day of April, 2020.



Ian McClain, PLS 8310



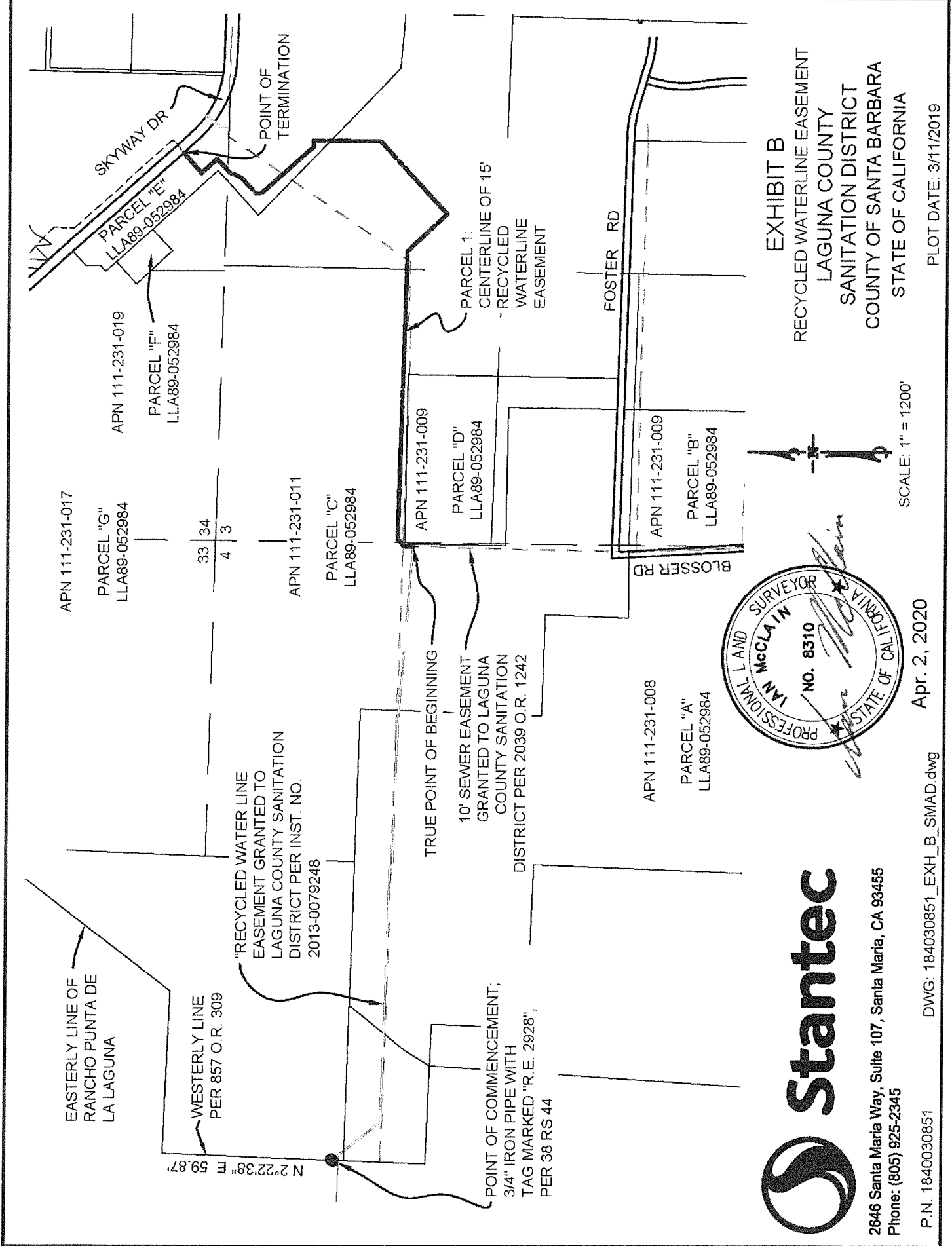
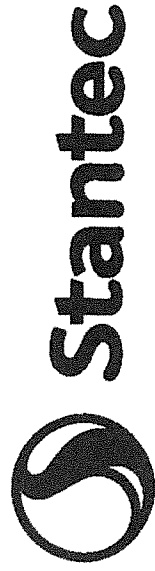
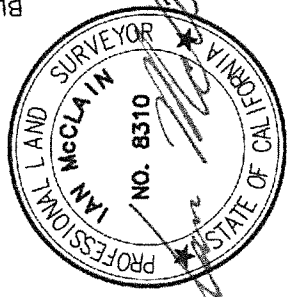
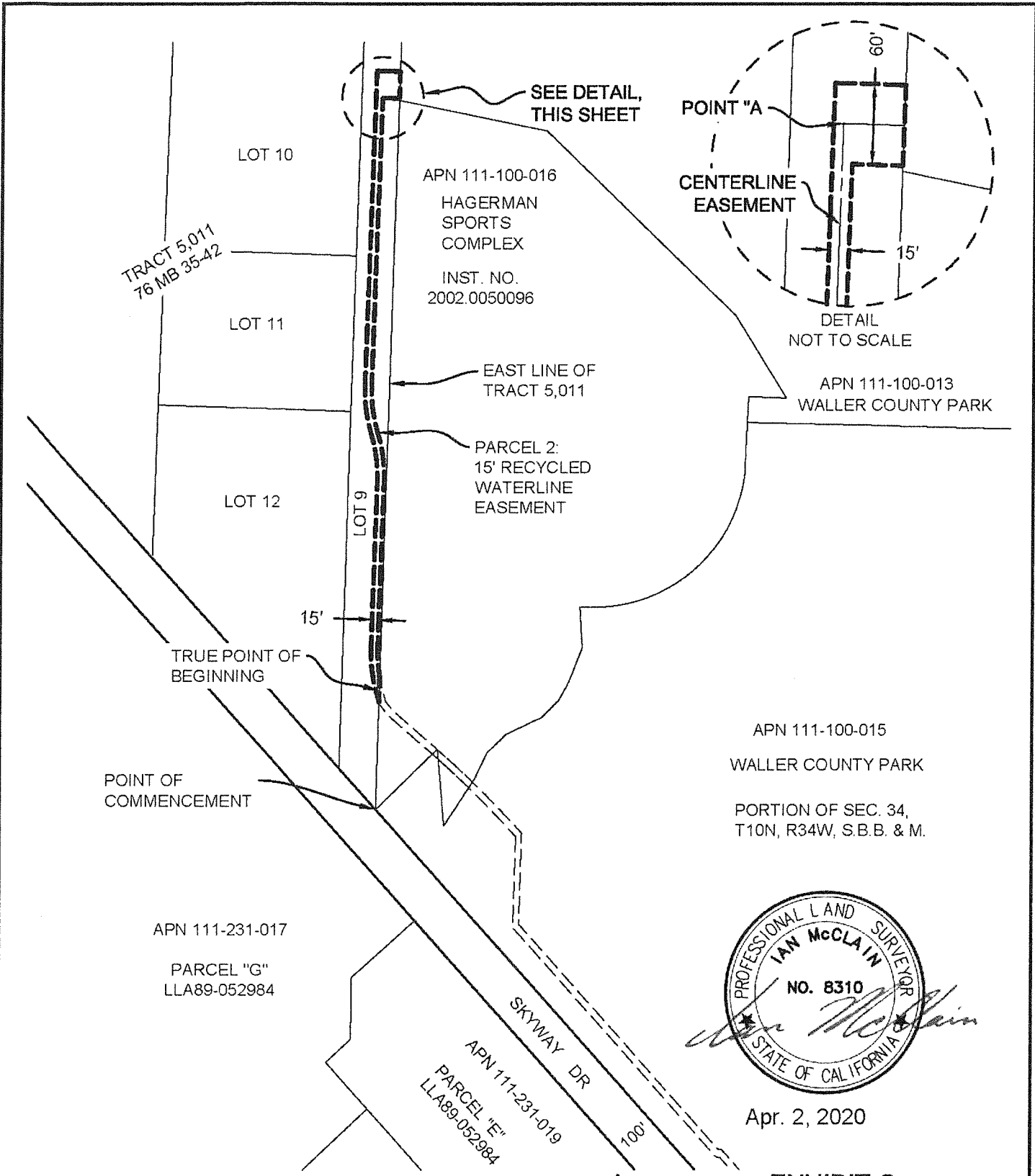


EXHIBIT B
 RECYCLED WATERLINE EASEMENT
 LAGUNA COUNTY
 SANITATION DISTRICT
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 PLOT DATE: 3/11/2019



2646 Santa Maria Way, Suite 107, Santa Maria, CA 93455
 Phone: (805) 925-2345
 P.N. 1840030851
 DWG: 184030851_EXH_B_SMAD.dwg
 Apr. 2, 2020



Apr. 2, 2020

EXHIBIT C
RECYCLED WATERLINE EASEMENT
LAGUNA COUNTY
SANITATION DISTRICT
COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA



2646 Santa Maria Way, Suite 107, Santa Maria, CA 93455
 Phone: (805) 925-2345

P.N. 184030851

DWG: 184030851_EXH_C_SMAD.dwg



SCALE: 1" = 300'

PLOT DATE: 4/2/2020