

REAL PROPERTY AGREEMENT

THIS REAL PROPERTY AGREEMENT (this "Agreement") is by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012, hereinafter referred to as "OWNER," with reference to the following:

RECITALS

WHEREAS, OWNER is the owner of that certain real property in the County of Santa Barbara, State of California, commonly known as 1078 Toro Canyon Road, Santa Barbara, California (the "Owner's Property") and referred by the County Assessor as Assessor's Parcel Numbers (APN) 155-020-037 and 038; and

WHEREAS, COUNTY is the owner of that certain real property referred to on the County Assessor Map Book 155, Page 2, as Parcel 15, also by the County Assessor as APN 155-020-015 ("County's Property"), a portion of which lies contiguous with the Owner's Property; and

WHEREAS, the COUNTY has the authority, but not obligation, to monitor and oversee the Oil Separator Facilities which were installed under the direction of the Environmental Protection Agency in 1998 and consist of an oil-water separator, an oil pipeline, and an oil containment tank which are located upon several contiguous properties in Toro Canyon, including Owner's Property and County's Property; and

WHEREAS, COUNTY seeks a permanent Easement Deed over a portion of Owner's Property as shown in **Exhibit 1** in conjunction with COUNTY's plans to improve, repair, and/or replace the existing Oil Separator Facilities; and

WHEREAS, OWNER has expressed a willingness to grant the Permanent Easement Deed to COUNTY in exchange for the conveyance of that portion of County's Property that lies contiguous to Owner's Property, subject to a permanent easement for the County's ongoing oversight of the Oil Separator Facilities, as shown in **Exhibit 2**; and

WHEREAS, COUNTY and OWNER agree to enter into this Agreement for the exchange of property interests, and mutually agree to said property exchange per the terms and provisions defined in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. EXCHANGE: Subject to the terms and conditions contained in this Agreement, OWNER agrees to convey to COUNTY the Easement Deed over a portion of Parcels 155-020-037 and 038 described in **Exhibit 1**. In exchange, COUNTY agrees to transfer to OWNER a portion of the real property interest of Parcel 155-020-015 in fee with a permanent easement interest reserved to the COUNTY as described in **Exhibit 2** to allow for ongoing oversight of the Oil Separator Facilities by the COUNTY.

2. **TIMING OF EXCHANGE:** OWNER will convey the Easement Deed shown in Exhibit 1 concurrent with the execution of this Agreement in order to facilitate the COUNTY's plans to improve and replace/repair the Oil Separator Facilities. In exchange, COUNTY shall convey the property shown in the Deed attached as Exhibit 2 to OWNER within 120 days of completion of construction of the improvements, replacement and repairs to the Oil Separator Facilities by the COUNTY or within 24 months of the date of this Agreement, whichever occurs first. If additional time is needed to complete the property transfer, this Agreement may be extended upon the mutual agreement of COUNTY and OWNER.

3. **TRANSACTION FEES:** COUNTY shall pay for all reasonable and necessary transactional closing costs, including any fees associated with recording each of the deeds referenced in this Agreement in the Santa Barbara County Recorder's Office, for this exchange.

4. **TITLE AND DEED:** Title to all real property interests being exchanged in this transaction shall be free of monetary liens and encumbrances, restrictions, and rights to possession or claims to possession rights, and conditions (recorded and/or unrecorded). The parties agree to work cooperatively together to obtain and provide all transactional paperwork required to complete this transaction, including obtaining any necessary lender consent to the Easement Deed. Subordinations from any holders of liens against OWNER's Property shall be recorded concurrently in the Santa Barbara County Recorder's Office with the Easement Deed.

5. **COUNTY OBLIGATIONS:** The COUNTY shall be obligated as follows:

a. COUNTY shall diligently pursue the completion of the Oil Separator Facilities improvement project as expeditiously as possible given construction and permitting constraints.

b. COUNTY shall ensure that any work associated with the Oil Separator Facilities within Owner's Property is conducted within the Easement described herein in Exhibit 1. The boundaries of the Easement area shall be surveyed and marked by COUNTY, at COUNTY's sole expense, in order to ensure that all access and work on the Oil Separator Facilities are conducted within said Easement.

c. COUNTY shall ensure that all those entering Owner's Property on COUNTY's direction and behalf, abide by all terms and conditions of this Agreement and the associated Easement Deed shown in Exhibit 1, including acknowledgement that the Easement is non-exclusive and subject to the access rights of OWNER and others who may hold ingress-egress rights over the same area and that all parties shall work together in good faith to facilitate each other's access needs.

d. COUNTY shall indemnify and hold harmless OWNER from any and all costs and liabilities associated with COUNTY's entry, use, and work conducted in the Easement.

e. COUNTY shall, following completion of County's construction of the Facilities improvements, promptly complete its conveyance of County Property to OWNER via the Deed as described in Exhibit 2, and shall process a Voluntary Merger Petition signed by OWNER to effectuate the merger of the land conveyed by said Deed from COUNTY to OWNER with OWNER's contiguous land.

f. COUNTY shall be responsible to pay for any and all usual and customary closing costs as contained in Section 3 of this Agreement and any fees required in conjunction with completing the Voluntary Merger.

6. **OWNER OBLIGATIONS:** OWNER agrees to complete and submit to COUNTY a petition for Voluntary Lot Merger to initiate the lot merger process as soon as OWNER is notified

by COUNTY that construction is complete, and OWNER agrees to do all acts necessary to effectuate completion of the Lot Merger process. Any fees associated with this process will be borne by COUNTY.

7. **OWNER REPRESENTATION AND WARRANTIES:** OWNER represents and warrants that:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against OWNER's Property or pending against OWNER, which could affect OWNER's title of OWNER's Property.

b. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNER.

c. OWNER will not subject the Easement areas being conveyed to COUNTY to any conflicting liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Agreement.

d. Neither the entering into this Agreement nor the performance of any of OWNER obligations under this Agreement will violate the terms of any contract, agreement or instrument to which OWNER is a party.

e. OWNER represents and warrants there are currently no tenants having any rights, title or interests, possessory or otherwise, in the Easement area being conveyed to COUNTY by said Easement Deed in Exhibit 1 before and/or after the execution of this Agreement.

The representations in this Section are made to the best of OWNER' knowledge after reasonable inquiry.

8. **TIME OF ESSENCE:** Time is of the essence in the performance by the parties in respect to this Agreement.

9. **NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, COUNTY may also provide notices, documents, correspondence or such other communications to OWNER or their Representative by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO OWNER: Oscar Peters
1336 Via Latina
Carpinteria, CA 90313
Telephone: 1(818) 424-5657
Oscarpeters@hotmail.com

IF TO COUNTY: County of Santa Barbara
Public Works Department
Attn: Walter Rubalcava
130 Victoria Street, Suite 200
Santa Barbara, CA 93101
Telephone: (805) 568-3400
e-mail: wrubalc@countvofsb.org

10. **WAIVERS**: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

11. **CONSTRUCTION**: Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

12. **FURTHER ASSURANCES**: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

13. **THIRD PARTY RIGHTS**: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

14. **INTEGRATION**: This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the property interests described in the Deed.

15. **COUNTERPARTS**: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

16. **AMENDMENT**: This Agreement may not be amended or altered except by a written instrument executed by COUNTY and OWNER.

17. **PARTIAL INVALIDITY**: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

18. **EXHIBITS**: All exhibits are incorporated in this Agreement by reference.

19. **AUTHORITY OF PARTIES**: All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party. OWNER represent and warrant that they are collectively the sole OWNER of the Subject Property or are authorized by the OWNER of the Subject Property to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

20. **GOVERNING LAW**: The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

21. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement. The foregoing notwithstanding, original signatures shall be required for the Permanent Easement Deed; facsimile and/or electronic signatures shall not be accepted for the Permanent Easement Deed. In the event that the Santa Barbara County Recorder's Office requires original signatures for other documents, the parties shall produce such original signatures within seventy two (72) hours or at such other time as the parties mutually agree.

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Agreement by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

ATTEST:
MONA MIYASATO
County Executive Officer
Clerk of the Board

By: *Shelbolla Guenz*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Das Williams*
Das Williams, Chair
Board of Supervisors

Date: 10-3-23

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Johannah Hartley
C156A3EB83F7454
Deputy County Counsel

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

DocuSigned by:
Betsy Schaffer
A99ED59C71D04EB
Deputy Auditor-Controller

APPROVED:

DocuSigned by:
Scott McGolpin
2C7CB1830C5741F...
Scott D. McGolpin, Director
Public Works Department

APPROVED AS TO FORM:

DocuSigned by:
Greg Milligan
53A8AAB798BA4D7...
Greg Milligan, Risk Manager
Executive Office - Risk Management

DocuSigned by:
Walter Rubalcava
77F1F725F83105...
Walter Rubalcava, Deputy Director
Public Works Department

“OWNER”

Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012

DocuSigned by:
By: *Oscar Peters* 8/4/2023
E14DC87C25924E5
Oscar Peters, Trustee

Owner’s Property: 10781 Toro Canyon Road, Santa Barbara, California
APN: 155-020-037, 038

EXHIBITS

- Exhibit 1 – EASEMENT DEED from OWNER to COUNTY
- Exhibit 2 – GRANT DEED from COUNTY to OWNER

EXHIBIT 1 EASEMENT DEED

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
Santa Barbara County
Attn: Walter Rubalcava
123 E. Anapamu Street
Santa Barbara, CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

APN: 155-020-037, 038

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

EASEMENT DEED

(To the County of Santa Barbara for oil/water separator system pipeline and related facilities)

For a valuable consideration, receipt of which is hereby acknowledged,

Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012
(hereinafter referred to as "Grantor"),

hereby grants to the

County of Santa Barbara, a political subdivision of the State of California, its successors and assigns (hereinafter referred to as "County"),

A Permanent, Non-Exclusive Easement ("Easement") with the authority, but not the obligation, for the County to access, monitor, operate, inspect, construct, repair, replace and maintain an oil/water separator system and related facilities (Oil Separator Facilities), in, on, over, under, through and across those portions of those specific properties in the County of Santa Barbara, State of California, described in Exhibits A and C and depicted in Exhibits B and D, each attached hereto and incorporated herein, together with the right of pedestrian and vehicular ingress and egress. Access by the County is granted solely for the purposes of exercising the rights herein so that the County may continue to act as an oversight agency over the Oil Separator Facilities, which consist of an oil-water separator, an oil pipeline, and an oil containment tank, located within and upon several contiguous properties in Toro Canyon including Grantor's property.

This Easement conveys no rights for public access and is specifically limited to the purposes herein described, by County staff, employees, officers, authorized agents, and its contractors.

The Permanent Non-Exclusive Easement described herein shall be **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. Facilities. The oil/water separator system and related facilities collectively are referred to herein as the "Oil Separator Facilities" or "Facilities". Portions of the Oil Separator Facilities, including a pipeline buried below ground and certain facilities located on the surface, are located within the Easement. Plans for the Oil Separator Facilities are retained at the County's offices.

2. County Access to Easement. County shall have the right of ingress and egress for personnel, vehicles, and equipment to, from, over, and along the Easement to exercise these rights on a regular and ongoing basis to access, monitor, operate, inspect, repair, construct, replace and maintain the Facilities. County acknowledges that this ingress egress right is shared with other property owners who have access rights in the Easement area.

3. Access Rights Reserved to Grantor. This Easement is non-exclusive and subject to the access rights of Grantor and others who may hold ingress-egress rights over the same area. Grantor shall retain the right to access and utilize the Easement area for ingress and egress, except that Grantor’s use shall not interfere or conflict with the County’s use and rights described herein. Grantor acknowledges that certain portions of the Easement area may be fenced by County to restrict access by others, including Grantor, to protect portions of the Oil Separator Facilities that are located on the surface of the Easement. Said fenced areas are generally identified in the detail exhibits attached to this Deed labeled Detail 1 and Detail 2.

4. Easement Area Condition. In order to operate, construct, repair and maintain the Oil Separator Facilities, County shall restore the Easement to the same or better condition as that which existed prior to said repair or maintenance.

5. Protection of Facilities. In order to protect County’s easement rights herein, Grantor shall not modify, or allow others to in any way modify, the ground surface elevation of the Easement from the elevations established upon completion of construction of the Oil Separator Facilities without the County’s written consent, which consent shall not be withheld unreasonably. Grantor shall not conduct, or permit others to conduct, grading operations, ripping, stockpiling, or any other activities within or proximate to the Easement that may damage the Oil Separator Facilities.

6. Hold Harmless. By County’s use of the Easement conveyed herein, Grantor assumes no liability for loss or damage to property, or injury to or death of any agent, employee, or contractor of County. County agrees to defend, indemnify and hold Grantor harmless from any claims, damages, or liabilities directly caused by County’s use of the Easement for the purposes authorized herein, and all liability solely associated with County’s construction and operation of the Oil-Water Separator, including any and all liabilities associated with the functioning or malfunctioning of such Facilities on Grantor’s Property.

The provisions hereof shall inure to the benefit of the Grantor and County, their successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

Executed this ____ day of _____, 2023

GRANTOR:
Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012

By: _____
Oscar Peters, Trustee

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 _____

On _____ before me, _____, 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 signatures(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: Gov. Code § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated _____, from Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012, as Grantor, to the County of Santa Barbara, a political subdivision of the State of California, its successors or assigns, as Grantee, is hereby accepted by the Order of the Board of Supervisors of the County of Santa Barbara on _____, 2023, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this _____ day of _____.

ATTEST:

MONA MIYASATO
County Executive Officer
Clerk of the Board

By: _____
Sheila de la Guerra, Deputy Clerk

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By _____
Johannah Hartley, Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the South ¼ of the Southeast ¼ of the Northwest ¼ of Section 1 Township 4 North, Range 26 West, San Bernardino Meridian, County of Santa Barbara, State of California described as follows,

Beginning at a point distant South 14°34'22" East, 38.06 feet from the northern terminus of that course depicted as North 14°35'09" West, 107.14 feet in Book 85, Page 94 of Record of Surveys in the Office of said County Recorder; thence,

- 1) South 25°07'47" West, 11.75 feet; thence,
- 2) South 18°24'29" West, 144.01 feet; thence,
- 3) South 19°35'35" East, 322.61 feet; thence,
- 4) South 88°40'29" East, 14.98 feet to point on the course depicted as North 17°57'43" West, 249.95'; thence along the following 4 courses as depicted on said map,
- 5) North 17°57'43" West, 152.60 feet; thence,
- 6) North 15°40'16" West, 118.84 feet; thence,
- 7) North 10°47'08" East, 127.40 feet; thence,
- 8) North 14°34'22" West, 69.05 feet, to the point of beginning.

Consisting of 12,187 square feet.

That portion of land described hereon is depicted on Exhibit "B", being 1 sheet, attached hereto and made a part hereof.

Prepared 06/08/2023 by;

William L. Meagher

LS 5948



William L.
Meagher

Digitally signed by William L. Meagher
DN: cn=William L. Meagher, o=WM Surveys Inc., ou, email=wmhinc@west.net, c=US
Date: 2023.06.12 15:34:35 -07'00'

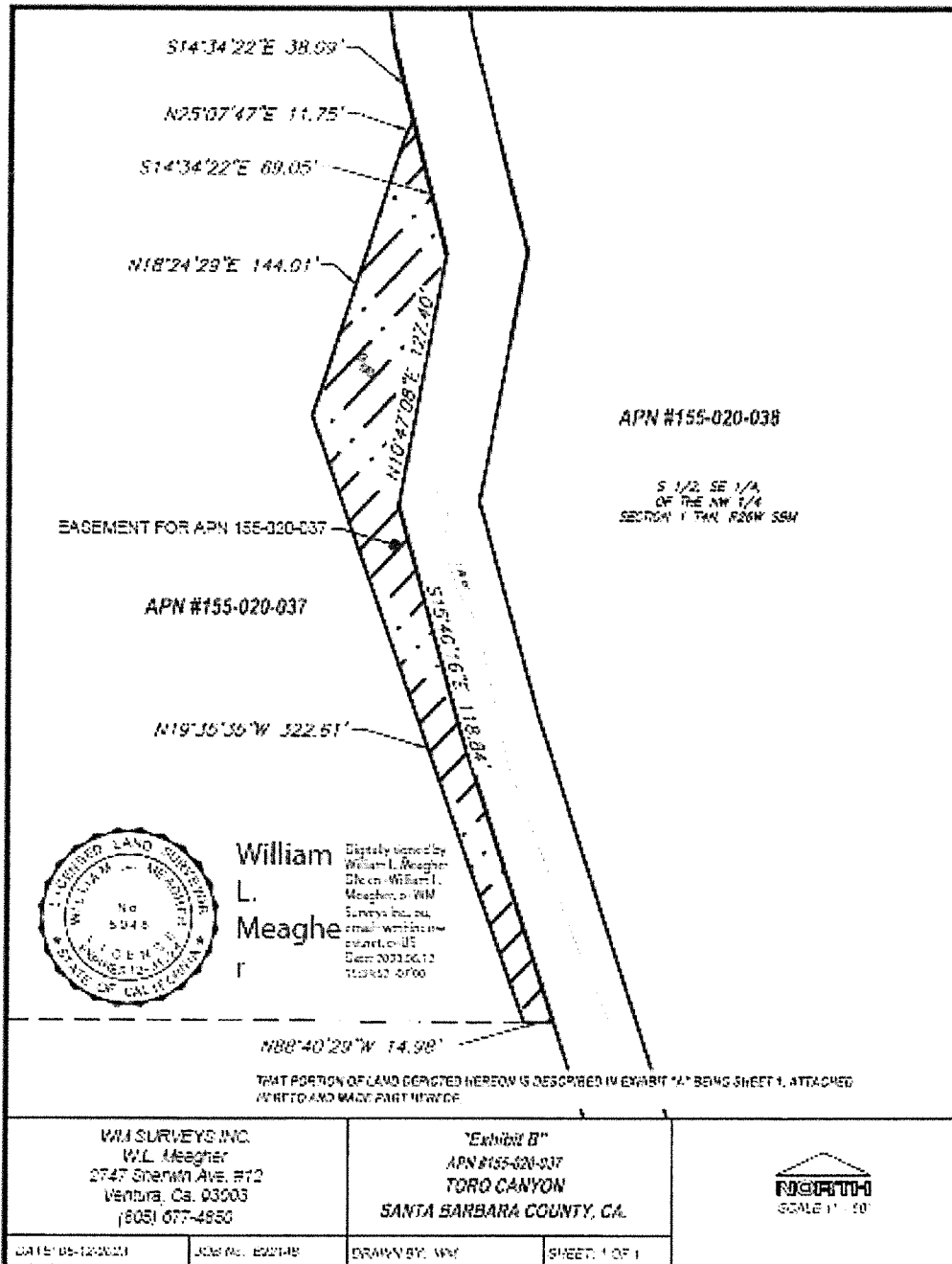


EXHIBIT C

LEGAL DESCRIPTION

That portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1 Township 4 North, Range 26 West, San Bernardino Meridian, County of Santa Barbara, State of California described as follows,

Beginning at a point distant South 14°34'22" East, 58.33 feet from the northern terminus of that line depicted as North 14°34'22" West, 113.70 feet in Book 85, Page 94 of Record of Surveys in the Office of said County Recorder; thence,

- 1) South 37°42'48" East, 57.80 feet; thence,
- 2) South 10°37'10" West, 38.18 feet; thence,
- 3) South 56°02'09" West, 26.81 feet to point on the line depicted as North 10°47'08" East, 127.00 feet on said Record of Survey; thence along said line,
- 4) North 10°47'08" East, 44.65 feet; thence along said line depicted as North 14°34'22" West, 113.70 feet,
- 5) North 14°34'22" West, 58.37 feet, to the point of beginning.

Consisting of 1,443 square feet.

That portion of land described hereon is depicted on Exhibit "B", being 1 sheet, attached hereto and made a part hereof.

Prepared 06/08/2023 by;

William L. Meagher

LS 5948



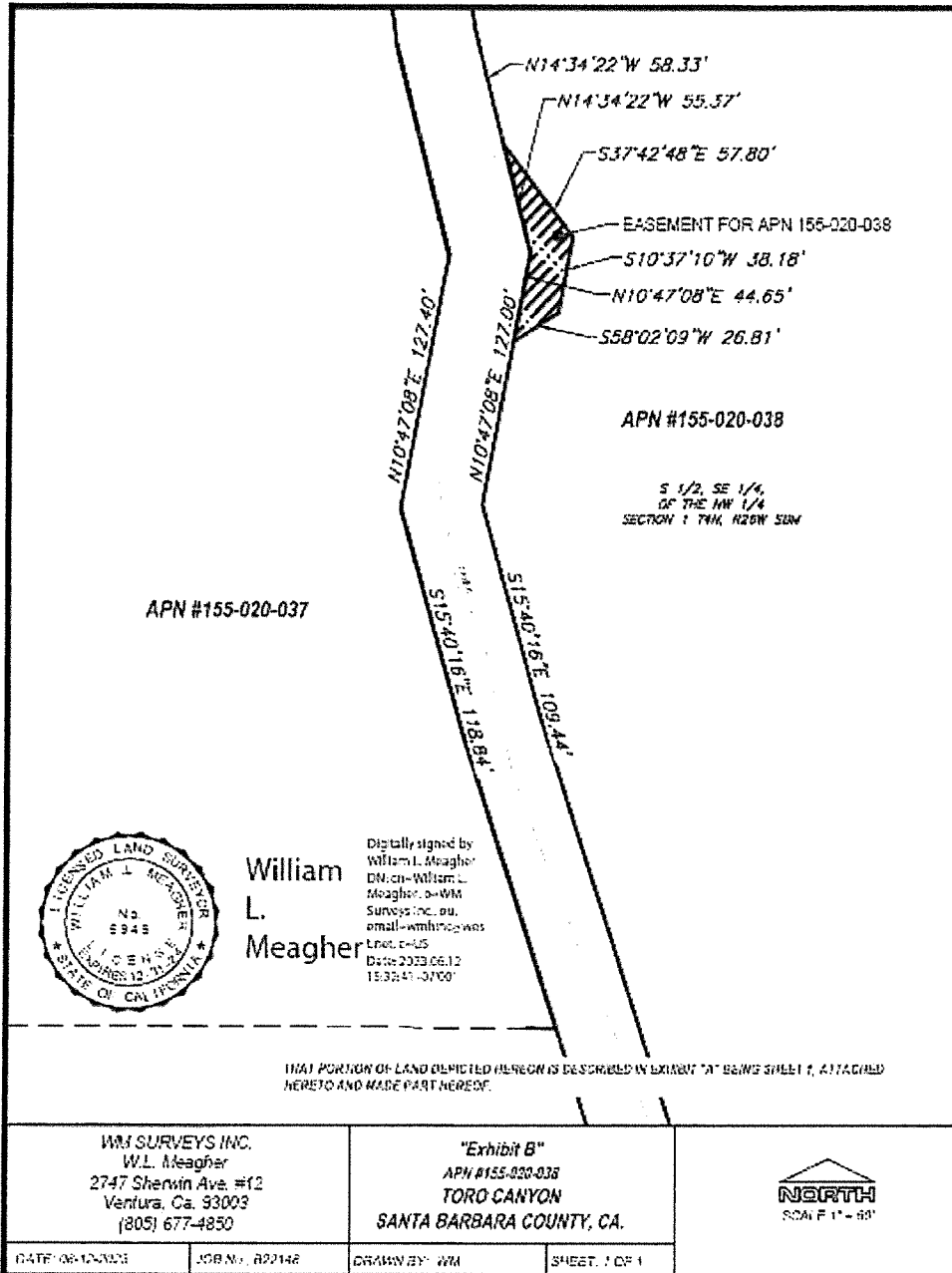
William L.
Meagher

Digitally signed by William L. Meagher

DN: cn=William L. Meagher,
o=WM Surveys Inc., ou,
email=wmhinc@west.net,
c=US

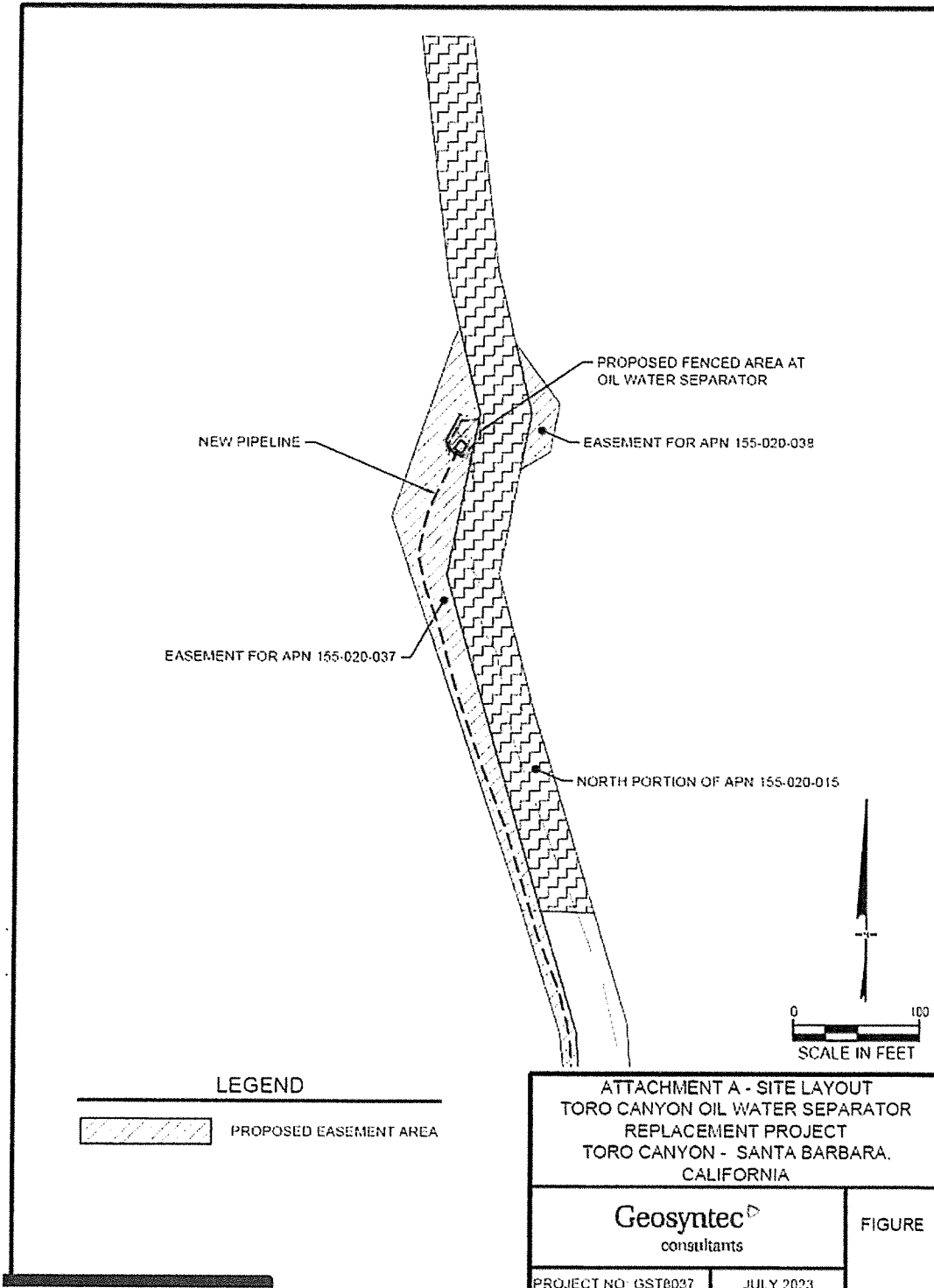
Date: 2023.06.12 15:32:31
-07'00'

EXHIBIT D

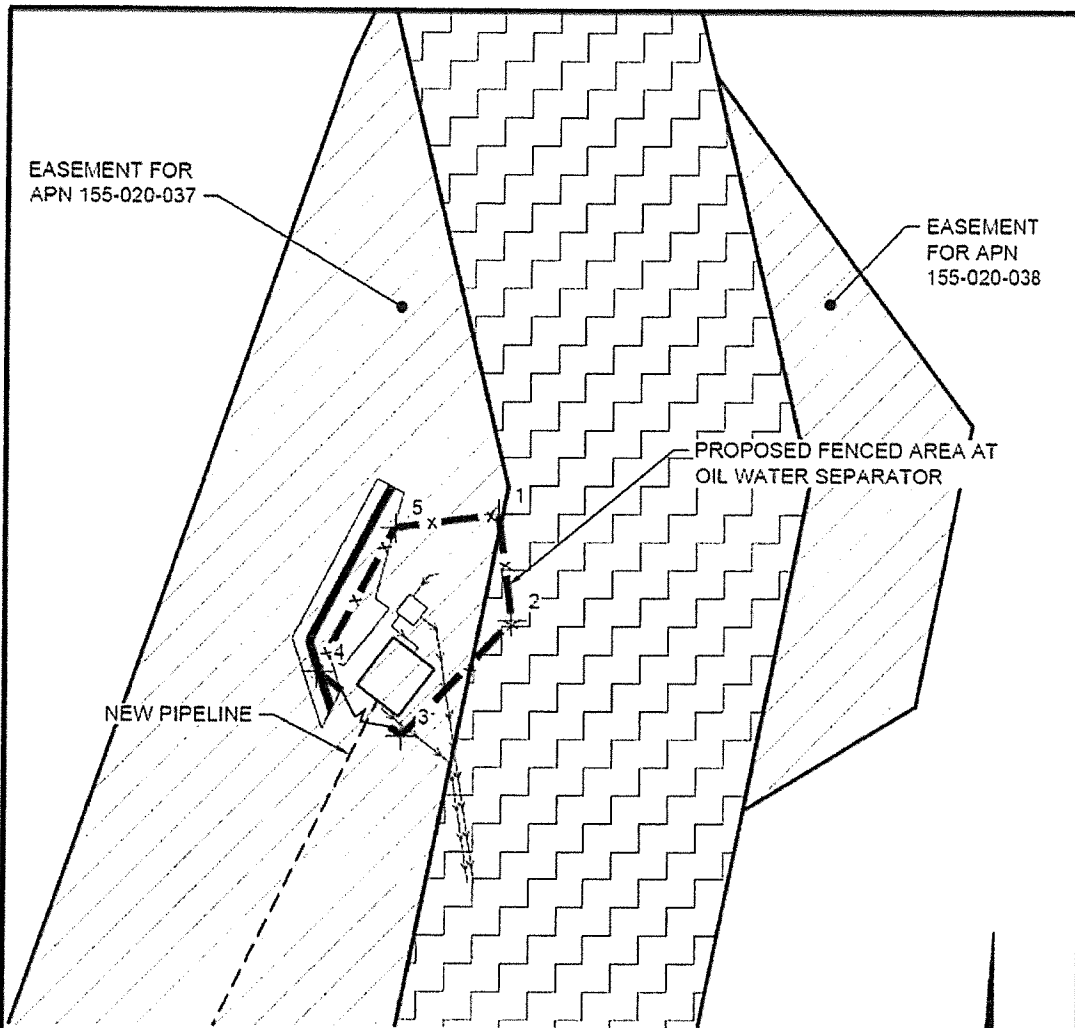


THAT PORTION OF LAND DEPICTED HEREON IS DESCRIBED IN EXHIBIT "A" BEING SHEET 1, ATTACHED HERETO AND MADE PART HEREOF.

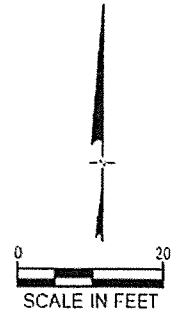
DETAIL 1 EXHIBIT



DETAIL 2 EXHIBIT



SURVEY CONTROL DATA		
POINT NUMBER	NORTHING	EASTING
1	1993113.67	6091113.31
2	1993099.52	6091115.12
3	1993084.10	6091100.36
4	1993092.66	6091088.94
5	1993111.88	6091099.36



ATTACHMENT A - SITE LAYOUT
 TORO CANYON OIL WATER SEPARATOR
 REPLACEMENT PROJECT
 TORO CANYON - SANTA BARBARA,
 CALIFORNIA

LEGEND	
	PROPOSED EASEMENT AREA

Geosyntec
 consultants

FIGURE

Recording requested by:
Santa Barbara County
Public Works Department

EXHIBIT 2 - GRANT DEED

When recorded, mail to:

Oscar Peters, Trustee
Oscar Peters Trust Dated April 9, 2012
1336 Via Latina
Carpinteria, CA 90313

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED

APN: 155-020-015

For a valuable consideration, receipt of which is hereby acknowledged,

County of Santa Barbara, a political subdivision of the State of California
(hereinafter referred to as "Grantor" or "County"),

hereby grants to the

Oscar Peters, Trustee of Oscar Peters Trust Dated April 9, 2012
(hereinafter referred to as "Grantee"),

the real property, in fee, in the County of Santa Barbara, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein (the "Property").

Reserving therefrom, a Permanent Non-Exclusive Easement ("Easement") with the authority, but not the obligation, for the County to access, monitor, operate, inspect, construct, repair, replace and maintain an oil/water separator system and related facilities (Oil Separator Facilities), in, on, over, under, through, along and across the property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, together with the right of pedestrian and vehicular ingress and egress associated specifically with exercising the rights herein reserved, and with the right to fence and restrict access to those Oil Separator Facilities that are located on the surface of the property herein conveyed. As-built plans for the Oil Separator Facilities will be maintained in County offices. Use of this Easement by the County is reserved specifically for the purposes of exercising the rights and obligations of the County in continuing to act as an oversight agency over the Oil Separator Facilities, which consist of an oil-water separator, an oil pipeline, and an oil containment tank. County shall have the right of ingress and egress for personnel, vehicles, and equipment to, from, over, and along the Easement to exercise these rights on a regular and ongoing basis to access, monitor, operate, inspect, repair, construct, replace and maintain the Facilities. County acknowledges that this ingress egress right will be shared with Grantee and any other property owners who have access rights in the Easement area.

Hold Harmless. By County’s use of the Easement, Grantee assumes no liability for loss or damage to property, or injury to or death of any agent, employee, or contractor of County. County agrees to defend, indemnify and hold Grantee harmless from any claims, damages, or liabilities directly caused by County’s use of the Easement for the purposes authorized herein, and all liability solely associated with County’s construction and operation of the Oil-Water Separator, including any and all liabilities associated with the functioning or malfunctioning of such Facilities on the Property.

The provisions hereof shall inure to the benefit of the Grantor and Grantee, their successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

Executed this ____ day of _____, 2023

GRANTOR:
COUNTY OF SANTA BARBARA

By: _____
Das Williams, Chair
Board of Supervisors

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, _____,
Deputy Clerk, personally appeared Das Williams, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

MONA MIYASATO
CLERK OF THE BOARD OF SUPERVISORS

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of that parcel of land in the County of Santa Barbara, State of California, shown and defined as 1.2 Acres on a map filed in Book 85, Page 94 of Record of Surveys, designated in that certain "Stipulation RE Corrected Legal Description of Parcel 14" recorded April 14, 1993 as Instrument No. 1993-028025 of Official Records in the Office of The County Recorder of said County, over the South ½ of the Southeast ¼ of the Northwest ¼ of Section 1 Township 4 North, Range 26 West, San Bernardino Meridian, County of Santa Barbara, State of California, as established in Book 172, Page 16 of Record of Surveys in the Office of said County Recorder.

That portion of land described hereon is depicted on Exhibit "B", being 1 sheet, attached hereto and made a part hereof.

Prepared 05/16/2023 by;

William L. Meagher

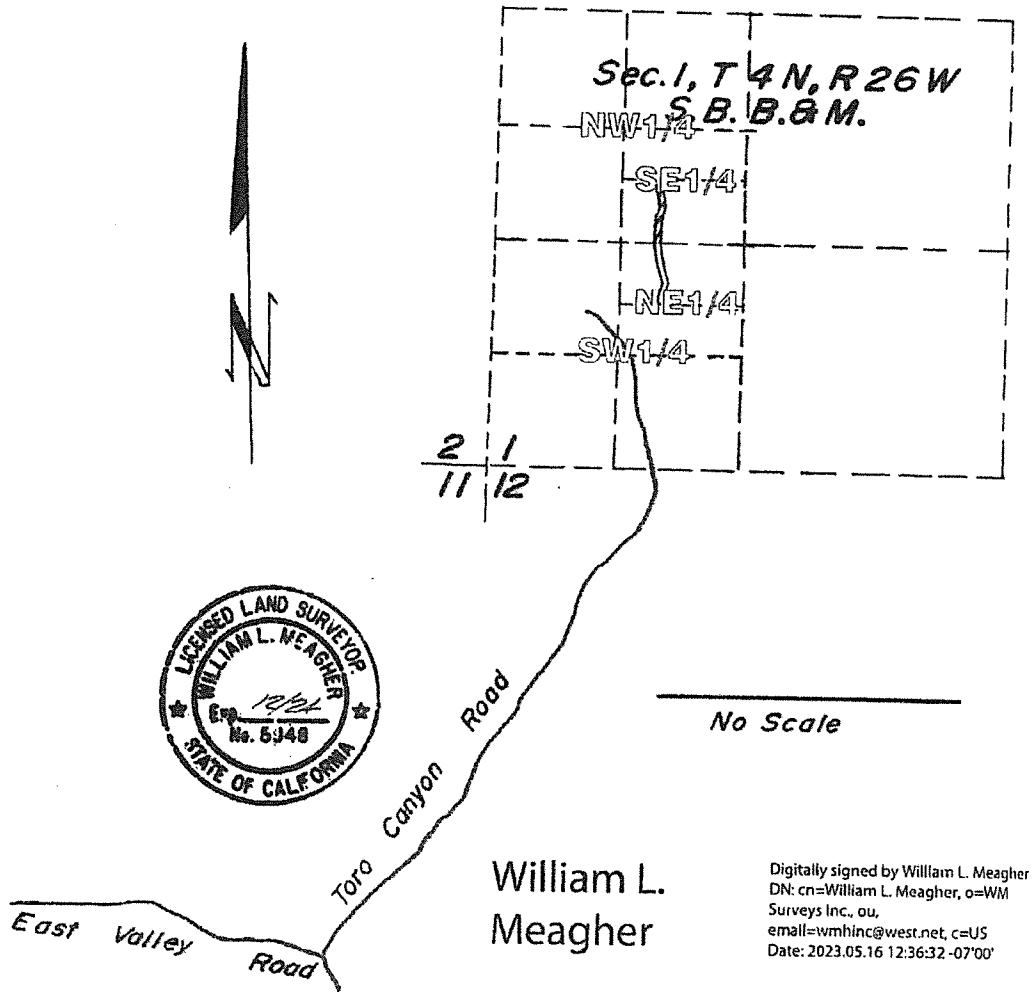
Digitally signed by William L. Meagher
DN: cn=William L. Meagher, o=WM Surveys Inc., ou,
email=wmlhinc@west.net, c=US
Date: 2023.05.16 12:36:04 -07'00'

William L. Meagher

LS 5948



EXHIBIT "B"



The portion of the land depicted hereon is described on Exhibit "A" being 1 sheet, attached hereto and made a part hereof.

EXHIBIT B DETAIL 1

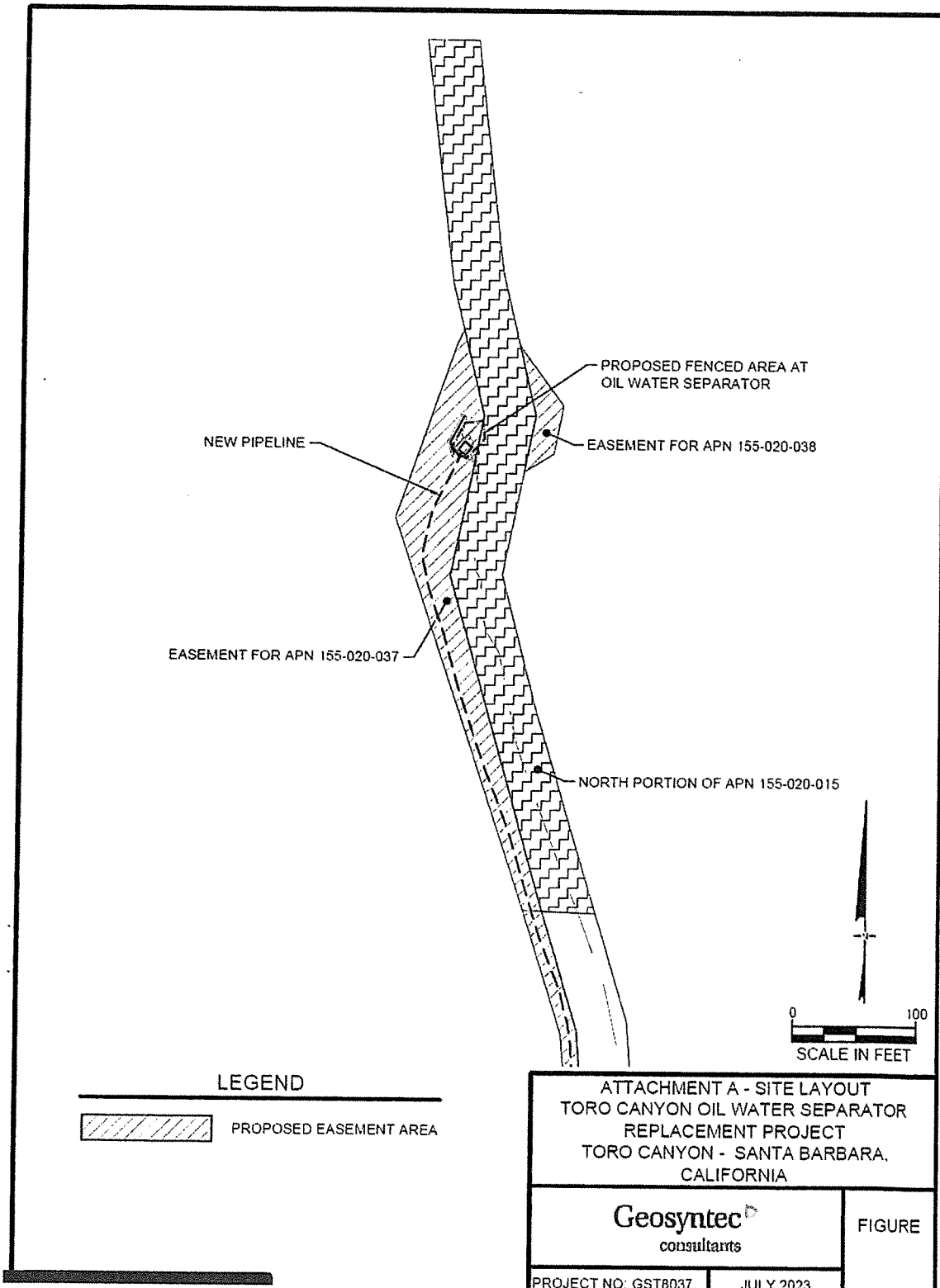
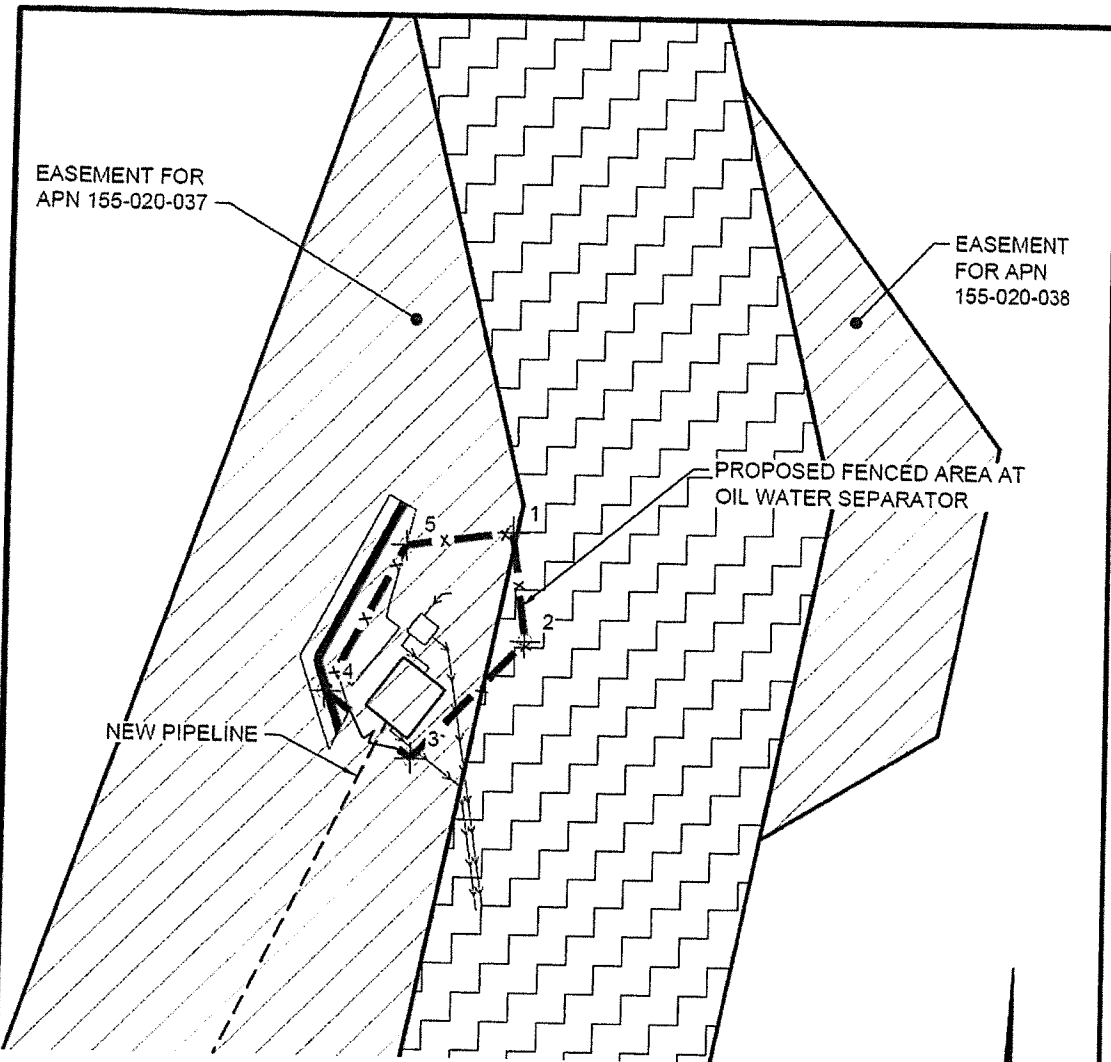
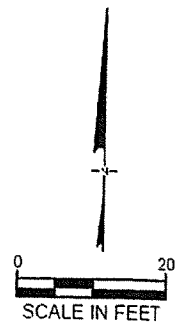


EXHIBIT B DETAIL 2



SURVEY CONTROL DATA		
POINT NUMBER	NORTHING	EASTING
1	1993113.67	6091113.31
2	1993099.52	6091115.12
3	1993084.10	6091100.36
4	1993092.66	6091088.94
5	1993111.88	6091099.36



ATTACHMENT A - SITE LAYOUT
 TORO CANYON OIL WATER SEPARATOR
 REPLACEMENT PROJECT
 TORO CANYON - SANTA BARBARA,
 CALIFORNIA

LEGEND	
	PROPOSED EASEMENT AREA

Geosyntec
 consultants

FIGURE