



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

Department Name: General Services
Department No.: 063
For Agenda Of: May 5, 2009
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

[Handwritten signature]
For Bob NISBET.

SUBJECT: Real Property Deeds for the Tepusquet Low Water Crossing, Project No. 862249,
Fifth Supervisorial District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence:

Recommended Actions:

That the Board of Supervisors:

- a) Accept the attached original "Permanent Easement Deed" and "Temporary Construction Easement" to the real property conveyed from RIVERBENCH LLC to the County of Santa Barbara for a portion of land located on the property known as Santa Barbara County Assessor Parcel No. 129-210-031, by authorizing the Clerk of the Board to sign the Certificate of Acceptance attached thereto.
- b) Accept the attached original "Permanent Easement Deed" and "Temporary Construction Easement" to the real property conveyed from UNION ASPHALT INC. to the County of Santa Barbara for a portion of land located on the property known as Santa Barbara County Assessor Parcel No. 129-220-024, by authorizing the Clerk of the Board to sign the Certificate of Acceptance attached thereto.
- c) Execute the attached original "Quitclaim Deed" releasing interest in a portion of land located on the property known as Santa Barbara County Assessor Parcel No. 129-210-031
- d) Execute the attached original "Quitclaim Deed" releasing interest in a portion of land located on the property known as Santa Barbara County Assessor Parcel No. 129-220-024

Summary Text:

Both property owners have executed the attached Easement Deeds for the purpose of conveying the County of Santa Barbara road easements necessary for the construction of the Tepusquet Road Bridge. The Quitclaim Deeds are to release interest in the old Roadway Easements that are no longer needed. The purpose of this Public Works Project is to eliminate interruption of vehicular service during the rainy season when the low-water crossing is impassible. The Tepusquet Road Bridge would allow for year-round access to local and regional traffic as well as emergency service vehicles.

Background:

The project is located approximately three miles east of the town of Sisquoc between Foxen Canyon and Santa Maria Mesa Road in Santa Barbara County. The low-water crossing consisted of an earthen fill with seven-four foot diameter culverts. The low-water crossing typically washed out every winter and was replaced the following fall when the water in the Sisquoc River stops flowing. The roadway approaches are paved and consist of two nine foot lanes with no shoulders.

The proposed project consists of the replacement of the Tepusquet Road Low-water crossing with a multi span bridge over the Sisquoc River. The new bridge will have two 12-foot wide lanes and 5-foot wide shoulders. The total bridge length will be 689 feet with concrete bridge railings with tubular railings suited for bicycle and pedestrian traffic. The total length for roadway reconstruction is approximately 880 feet.

On July 17, 2008, your Board approved the Project, Mitigated Negative Declaration and Mitigation Monitoring Program, pursuant to the California Environmental Quality Act (CEQA), and authorized the Public Works Department to proceed with right of way negotiations and advertisement of construction bids (Clerk of the Board File No. 07-00728).

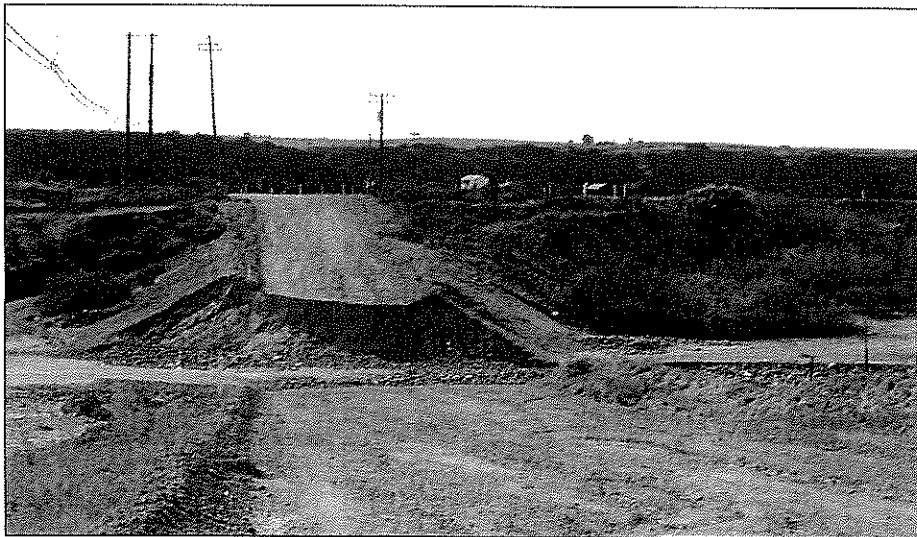


Photo: Existing Low-water crossing washed out.

Acceptance and execution of these Deeds by the Board of Supervisors will allow the Public Works Department to pay the willing sellers, the fair market price of \$73,700.00 for portions of the following parcels: APN's 129-210-031, 129-220-024.

Fiscal and Facilities Impacts:

Budgeted: Yes **Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund	\$ 9,887.14		\$ 9,887.14
State			
Federal:HBP	\$ 76,312.86		\$ 76,312.86
Fees			
Other: Prop 1B			\$ -
Total	\$ 86,200.00	\$ -	\$ 86,200.00

Narrative:

Total project costs for acquisition, appraisal, appraisal review, title report, escrow fees, and title insurance are estimated at \$86,200.00. Of these expenditures 88.53% will be reimbursed by the Highway Bridge Program (HBP), and the remaining 11.47% will come from General Fund. Easement costs, which are based on an "Independent Appraisal," indicate a total value of \$73,700.00 (\$72,650.00 Permanent Easement, and \$1,050.00 for Temporary Construction Easement). Funds for the acquisition of the Temporary Construction Easement have been budgeted in Dept. 054, Fund 0017, Organization Unit 0600, Program 2830, and Account 7705. Funds for the acquisition of the Permanent Easement have been budgeted in Dept. 054, Fund 0017, Organization Unit 0600, Program 2830, and Account 8100. The costs for the appraisal, appraisal review, title report, escrow fees, and title insurance are estimated to be \$12,500.00. Funds for these services have been budgeted in Dept. 054, Fund 0017, Organization Unit 0600, Program 2830, and Account 7460

Special Instructions:

After Board action, distribute as follows:

1. Original Easement Deeds (temporary and permanent) & Minute Order Real Estate Svcs, Attn: Scott Dickinson
2. Copy of Easement Deeds (temporary and permanent) Clerk of the Board Files
3. Original Quitclaim Deeds & Minute Order Real Estate Svcs, Attn Scott Dickinson
4. Copy of Quitclaim Deeds Clerk of the Board Files
5. Minute Order Public Works 123 E. Anapamu
Attn: Charlie Elbert

Attachments:

(2) Original Easement Deeds (permanent) Riverbench LLC and Union Asphalt, (2) Original Quitclaim Deeds Riverbench LLC and Union Asphalt.

Authored by:

Scott Dickinson, SR/WA, Office of Real Estate Services, General Services Department

Recording requested by
and to be returned to:
County of Santa Barbara
Public Works Department
620 West Foster Road
Santa Maria, CA 93455
Attention: Scott Dickinson

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Project: Tepusquet Road Low
Water Crossing
APN: 129-220-24
Folio No: 003546
Agent: Scott Dickinson

EASEMENT DEED
(Permanent Easement)

UNION ASPHALT, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 129-220-24, referred to 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 or assigns, as GRANTEE herein, a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of bridge and roadway improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway extension, roadway repair, erosion protection, landscaping 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, 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 and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

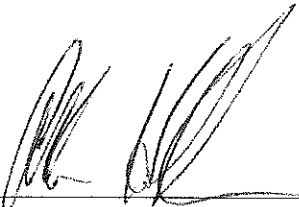
GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the

easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

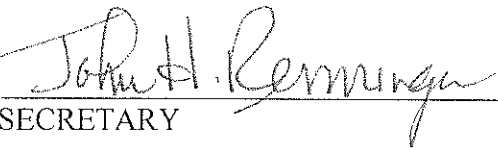
In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: August 1, 2008


"GRANTOR"
UNION ASPHALT

By: 

PRESIDENT

By: 

SECRETARY

APPROVED AS TO FORM:
COUNTY COUNSEL
By: 

Kevin E. Ready, Sr.
Deputy County Counsel

ACKNOWLEDGMENT

State of California

County of _____

On _____, before me, _____, a
(Name of Notary)

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 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)

10-1400-01 (A)
07-11-08
Revised
10-01-08

LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION
APN 129-220-24

That portion of Lot 7 of Tepusquet Rancho, in the County of Santa Barbara, State of California, as shown on the plat recorded in Book 1, Page 17 of Deeds, in the office of the County Recorder of said County, being a strip of land, varying in width, the centerline of said strip being described as follows:

Commencing at the Southeasterly corner of Parcel 4 as shown on the Record of Survey filed in Book 174, Pages 43 through 46, inclusive, of Records of Survey, in the office of the County Recorder of said County; thence along the Southwesterly line of said Parcel 4, the following courses: North $73^{\circ}35'59''$ West 20.92 feet and North $74^{\circ}27'43''$ West 54.81 feet; thence leaving said Southwesterly line North $01^{\circ}12'44''$ East 1677.80 feet to a point hereinafter referred to as Point "A"; thence continuing North $01^{\circ}12'44''$ East 236.34 feet to the beginning of a curve concave Southeasterly having a radius of 850.00 feet; thence Northeasterly 362.80 feet along said curve through a central angle of $24^{\circ}27'17''$ to the Westerly line of said Lot 7, said point also being the TRUE POINT OF BEGINNING; thence continuing Northeasterly 50.86 feet along said curve through a central angle of $03^{\circ}25'43''$ to a point hereinafter referred to as Point "B"; thence continuing Northeasterly 105.56 feet along said curve through a central angle of $07^{\circ}06'56''$; thence North $36^{\circ}12'40''$ East 144.44 feet to a point hereinafter referred to as Point "C"; thence continuing North $36^{\circ}12'40''$ East 450.00 feet to a point hereinafter referred to as Point "D"; thence continuing North $36^{\circ}12'40''$ East 150.00 feet to a point hereinafter referred to as Point "E"; thence continuing North $36^{\circ}12'40''$ East 417.68 feet to the Southerly line of Parcel 1 as shown on the Record of Survey filed in Book 119, Pages 86 and 87 of Records of Survey, in the office of said County Recorder, said point hereinafter referred to as Point "F".

The width of said strip from said Point "A" to said Point "B" being 90.00 feet.

The width of said strip from said Point "B" to said Point "C" being 180.00 feet.

The width of said strip from said Point "C" to said Point "D" being 70.00 feet.

The width of said strip from said Point "D" to said Point "E" being 140.00 feet.

The width of said strip from said Point "E" to said Point "F" being 80.00 feet.

EXCEPTING therefrom any portion lying Westerly of said Westerly line of Lot 7.

LEGAL DESCRIPTION-CONTINUED
RIGHT OF WAY ACQUISITION
PAGE 2

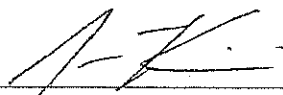
10-1400-01 (A)
07-11-08
Revised
10-01-08

The sidelines of said strip of land to be lengthened or shortened so as to originate in said Westerly line of Lot 7 and to terminate in said Southerly line of Parcel 1.

Containing an area of 3.044 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

Unless otherwise noted, all bearings and distances in this legal description are grid, based on the California Coordinate System of 1983, Zone 5, 2004.0 Epoch Adjustment. Multiply distances by 1.000092409 to obtain ground level distances.



JASON R. KINNIE, PLS 7090



SEE SHEET 2

SHEET 1 OF 2



APN: 129-210-31

APN: 129-220-24

LOT 7

TEPUSQUET RANCHO

BOOK 1, PAGE 17
OF DEEDS

SCALE 1"=300'

S'LY LINE SE 1/4 OF THE
NE 1/4 SECTION 17

SECTION 17

SECTION 16

APN: 129-220-15

T. 9 N.

R. 32 W., S. B. M.

NOTE

UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES ARE GRID, BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2004.0 EPOCH ADJUSTMENT. MULTIPLY DISTANCES BY 1.000092409 TO OBTAIN GROUND LEVEL DISTANCES.



SW'LY LINE PARCEL 4
PER RECORD OF SURVEY 174/43-46

N'LY LINE SE 1/4 OF THE
SE 1/4 SECTION 17

N74°27'43"W
54.81'

P.O.C.
SE'LY CORNER PARCEL 4

CL FOXEN
CANYON ROAD

REVISED 10-01-2008

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS COUNTY SURVEYOR'S OFFICE

07-11-2008

JASON R. KINNIE
HUITT-ZOLLARS, INC. PH (714) 734-5100

TEPUSQUET ROAD LOW WATER
CROSSING BRIDGE REPLACEMENT
RIGHT-OF-WAY ACQUISITION

APN 129-220-24

HZ JOB NO. 10-1400-01

PARCEL 1
RECORD OF SURVEY
BK 110 PG 86-87

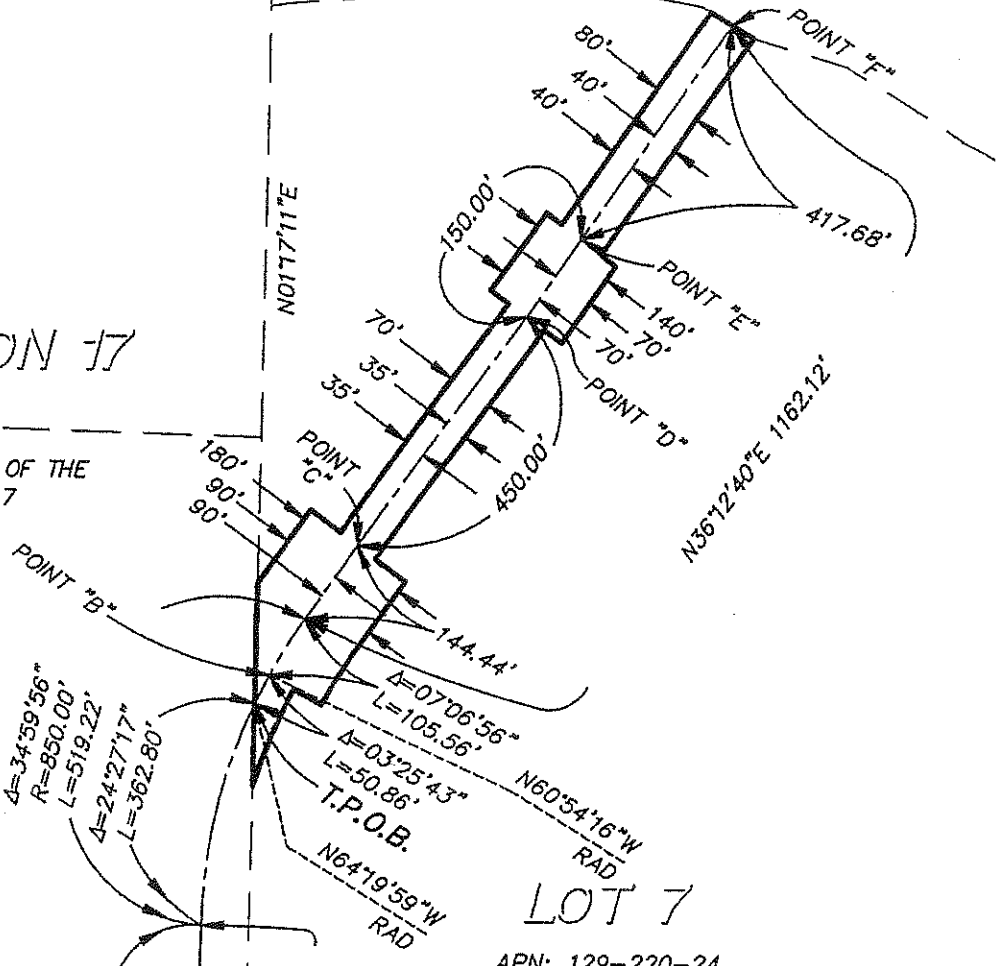
S'LY LINE
PARCEL 1
PER RECORD
OF SURVEY
119/86-87



SCALE 1"=300'

SECTION 17

N'LY LINE SE 1/4 OF THE
NE 1/4 SECTION 17



APN: 129-210-31

APN: 129-220-24

TEPUSQUET RANCHO

S'LY LINE SE 1/4 OF THE
NE 1/4 SECTION 17

BOOK 1, PAGE 17
OF DEEDS

T. 9 N.

R. 32 W., S. B. M.

SEE SHEET 1

COUNTY OF SANTA BARBARA DEPARTMENT OF
PUBLIC WORKS COUNTY SURVEYOR'S OFFICE

TEPUSQUET ROAD LOW WATER
CROSSING BRIDGE REPLACEMENT
RIGHT-OF-WAY ACQUISITION

APN 129-220-24

HZ JOB NO. 10-1400-01

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated August 1, 2008, UNION ASPHALT, as GRANTOR, 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

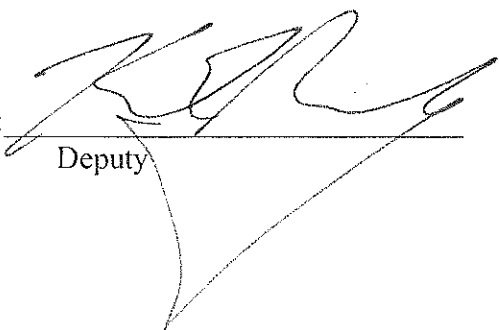
this _____ day of _____.

MICHAEL F. BROWN,
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Supervisors County of
Santa Barbara

By: _____
Deputy

APPROVED AS TO FORM:

DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy

Recording requested by
and to be returned to:
County of Santa Barbara
Public Works Department
620 West Foster Road
Santa Maria, CA 93455
Attention: Scott Dickinson

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Project: Tepusquet Road Low
Water Crossing
APN: 129-210-31
Folio No: 003546
Agent: Scott Dickinson

EASEMENT DEED
(Permanent Easement)

RIVERBENCH LLC, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 129-210-31, referred to 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 or assigns, as GRANTEE herein, a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of bridge and roadway improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway extension, roadway repair, erosion protection, landscaping 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, 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 and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

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

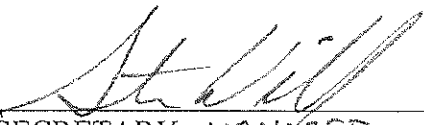
easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

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 on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

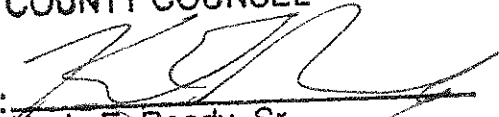
DATE: August 1, 2008

"GRANTOR"
RIVERBENCH LLC

By: 
PRESIDENT MANAGER

By: 
SECRETARY MANAGER

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Kevin E. Ready, Sr.
Deputy County Counsel

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara)

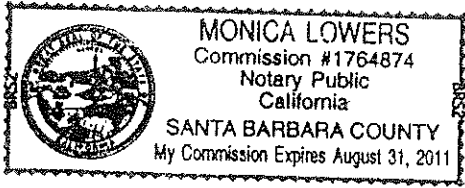
On July 30, 2008, before me, Monica Lowers, a Notary Public, personally appeared Randy Hermreck, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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.

Monica Lowers
Notary Public

(Seal)



STATE OF CALIFORNIA)

COUNTY OF Santa Barbara)

On July 30, 2008, before me, Monica Lowers, a Notary Public, personally appeared Steve Will, 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 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.

Monica Lowers
Notary Public

(Seal)



10-1400-01 (A)
07-11-08
Revised
10-01-08

LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION
APN 129-210-31

That portion of the East half of Section 17, Township 9 North, Range 32 West, San Bernardino Meridian in the County of Santa Barbara, State of California, being a strip of land, varying in width, the centerline of said strip being described as follows:

Commencing at the Southeasterly corner of Parcel 4 as shown on the Record of Survey filed in Book 174, Pages 43 through 46, inclusive, of Records of Survey, in the office of the County Recorder of said County; thence along the Southwesterly line of said Parcel 4, the following courses: North 73°35'59" West 20.92 feet and North 74°27'43" West 54.81 feet to the TRUE POINT OF BEGINNING; thence leaving said Southwesterly line North 01°12'44" East 1677.80 feet to a point hereinafter referred to as Point "A"; thence continuing North 01°12'44" East 236.34 feet to the beginning of a curve concave Southeasterly having a radius of 850.00 feet; thence Northeasterly 362.80 feet along said curve through a central angle of 24°27'17" to the Easterly line of said Section 17; thence continuing Northeasterly 50.86 feet along said curve through a central angle of 03°25'43" to a point hereinafter referred to as Point "B"; thence continuing Northeasterly 105.56 feet along said curve through a central angle of 07°06'56"; thence North 36°12'40" East 144.44 feet to a point hereinafter referred to as Point "C".

The width of said strip from the TRUE POINT OF BEGINNING to said Point "A" being 60.00 feet.

The width of said strip from said Point "A" to said Point "B" being 90.00 feet.

The width of said strip from said Point "B" to said Point "C" being 180.00 feet.

EXCEPTING therefrom any portion lying Easterly of said Easterly line of Section 17.

The sidelines of said strip of land to be lengthened or shortened so as to originate in said Southwesterly line of Parcel 4 and to terminate in said Easterly line of Section 17.

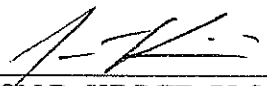
Containing an area of 3.616 acres, more or less.

LEGAL DESCRIPTION-CONTINUED
RIGHT OF WAY ACQUISITION
PAGE 2

10-1400-01 (A)
07-11-08
Revised
10-01-08

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

Unless otherwise noted, all bearings and distances in this legal description are grid, based on the California Coordinate System of 1983, Zone 5, 2004.0 Epoch Adjustment. Multiply distances by 1.000092409 to obtain ground level distances.



JASON R. KINNIE, PLS 7090



SEE SHEET 2

SHEET 1 OF 2



APN: 129-210-31

APN: 129-220-24

LOT 7

TEPUSQUET RANCHO

BOOK 1, PAGE 17
OF DEEDS

SCALE 1"=300'

S'LY LINE SE 1/4 OF THE
NE 1/4 SECTION 17

SECTION 17

SECTION 16

APN: 129-220-15

T. 9 N.

R. 32 W., S. B. M.

NOTE

UNLESS OTHERWISE NOTED, ALL BEARINGS AND DISTANCES ARE GRID, BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5, 2004.0 EPOCH ADJUSTMENT. MULTIPLY DISTANCES BY 1.000092409 TO OBTAIN GROUND LEVEL DISTANCES.



SW'LY LINE PARCEL 4
PER RECORD OF SURVEY 174/43-46

N'LY LINE SE 1/4 OF THE
SE 1/4 SECTION 17

T.P.O.B.
N74°27'43"W
54.81'

P.O.C.
SE'LY CORNER PARCEL 4

CL FOXEN
CANYON ROAD

REVISED 10-01-2008

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS COUNTY SURVEYOR'S OFFICE

07-11-2008

JASON R. KINNIE
HUITT-ZOLLARS, INC. PH (714) 734-5100

TEPUSQUET ROAD LOW WATER
CROSSING BRIDGE REPLACEMENT
RIGHT-OF-WAY ACQUISITION

APN 129-210-31

HZ JOB NO. 10-1400-01

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated August 1, 2008, RIVERBENCH LLC, as GRANTOR, 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

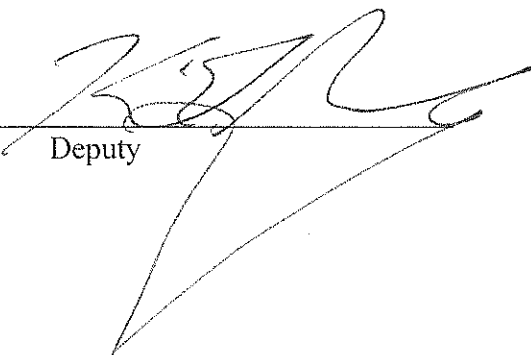
this _____ day of _____.

MICHAEL F. BROWN,
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Supervisors County of
Santa Barbara

By: _____
Deputy

APPROVED AS TO FORM:

DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy

Recorded at request of
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

NO TAX DUE

APN: 129-220-024 (portion)

QUITCLAIM DEED

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as Grantor herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIM to

UNION ASPHALT, as Grantee herein, all that real property in the County of Santa Barbara, State of California, described as:

That certain Road Deed recorded January 6, 1888 in Book 19, Pages 157 through 165 inclusive of Deeds. Excepting there from and reserving unto the Grantor an easement for public utility purposes subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

The portion of 129-220-024 described is approximately 102,639 square feet or 2.356 acre

IN WITNESS WHEREOF, the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, has executed this Quitclaim Deed on the ____ day of _____, 2009.

APPROVED AS TO FORM
DENNIS MARSHALL
COUNTY COUNSEL

COUNTY OF SANTA BARBARA

By: 
Deputy County Counsel

By: _____
Chair, Board of Supervisors

State of California

County of _____

On _____ before me, _____, a Deputy Clerk, personally appeared
Name of Clerk

_____, 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)

Recorded at request of
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

NO TAX DUE

APN: 129-210-031 (portion)

QUITCLAIM DEED

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as Grantor herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIM to

RIVERBENCH LLC, as Grantee herein, all that real property in the County of Santa Barbara, State of California, described as:

That certain Road Deed recorded January 6, 1888 in Book 19, Pages 157 through 165 inclusive of Deeds. Excepting there from and reserving unto the Grantor an easement for public utility purposes subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.


The portion of 129-210-031 described is approximately 52,745 square feet or 1.211 acres

IN WITNESS WHEREOF, the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, has executed this Quitclaim Deed on the ____ day of _____, 2009.

APPROVED AS TO FORM
DENNIS MARSHALL
COUNTY COUNSEL

COUNTY OF SANTA BARBARA

By:


Deputy County Counsel

By: _____

Chair, Board of Supervisors

State of California

County of _____

On _____ before me, _____, a Deputy Clerk, personally appeared
Name of Clerk

_____, 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)