

**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:** 6/29/04  
**Department Name:** General Services  
**Department No.:** 063  
**Agenda Date:** 7/20/04  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Ron Cortez, Director  
General Services Department

**STAFF CONTACT:** Connie Smith, Agent (568-3097)  
Real Estate Services Section

**SUBJECT:** Goleta Sanitary District Sewer Pipeline Easement @ Page Youth Center  
Second Supervisorial District; Folio No. YI003402

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**Recommendation(s):**

That the Board of Supervisors approve and authorize the Chair to execute an Easement Deed granting to the Goleta Sanitary District an easement over Assessor's Parcel numbers 061-040-011 and 061-040-037 for a 15 foot wide easement across a portion of County owned properties located at 4540 Hollister Avenue, in the unincorporated area of Santa Barbara County, to provide for the construction, installation, maintenance, operation, repair and replacement of an underground sewer pipeline including manholes and appurtenances.

**Alignment with Board Strategic Plan:**

The recommendations are primarily aligned with Goal No. &, A Community that Fosters the Safety and Well-being of Families and Children.

**Executive Summary and Discussion:**

In the 1950s the Goleta Sanitary District installed a 10 inch diameter sewer pipeline across County owned parcels of land known as Assessor's Parcel numbers 061-040-011 and 061-040-037. That line has been in continual operation since installation and now needs to be replaced and enlarged to assure proper drainage during peak flow times. The original line was installed without benefit of an easement. The proposed easement is being granted at no cost to the District. It will acknowledge the location of the pipeline installed in the 1950's and the new realigned pipeline, the District's ownership thereof and their responsibility to maintain both.

The County Architect and the Sports Center's management have approved the pipeline route. The County Planning Commission found the pipeline improvements to be in conformity with the County's General Plan

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at its regularly scheduled meeting of June 4, 2003. The project has been determined to be categorically exempt under Section 15303 of the California Environmental Quality Act of 1970. A map showing the locations of the old pipeline and new realigned pipeline are attached to the Easement Deed.

**Mandates and Service Levels:**

No change in programs. The Goleta Sanitary District sewer system will be improved as will peak flow service in the area of the pipeline.

**Fiscal and Facilities Impacts:**

Goleta Sanitary District paid for the County staff time associated with processing the Easement Deed. There is no charge for the easement area. There are no County facility impacts associated with this grant of easement.

**Special Instructions:**

After Board action, distribute as follows:

1. Original and certified copy of executed Easement Deed & Minute Order
  - Facilities Services, Courthouse Annex, Attn: Connie Smith
2. Temporary Copies
  - Board's Official File

**NOTE:** Clerk of the Board, Real Estate Services will deliver the Easement Deed to the Goleta Sanitary District for acceptance. Once Goleta Sanitary District has forwarded its acceptance of the Easement Deed to Real Estate Services, Real Estate Services will deliver the complete package for recordation. A copy of the recorded deed will be delivered to the Clerk for the Official File.

Recorded at the request of,  
and to be returned to:  
COUNTY OF SANTA BARBARA  
Department of General Services  
Real Property  
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: 061-040-011 (Portion)  
061-040-037 (Portion)

**EASEMENT DEED**

Sewer Purposes

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California is the owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, known as Assessor Parcel Numbers 061-0040-011 and 061-040-037 (herein the "Property") as "GRANTOR" herein,

FOR 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 and shown on Exhibit "A" 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 COUNTY 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 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 that 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 officers 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

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

**ACKNOWLEDGMENT OF GRANTOR SIGNATURE**

C.C. 1189

State of California )  
 )  
County of Santa Barbara )

On \_\_\_\_\_, 2004, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the Easement Deed the County of Santa Barbara, executed the instrument.

WITNESS my hand and official seal

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

**MICHAEL F. BROWN  
CLERK OF THE BOARD**

By: \_\_\_\_\_  
Deputy Clerk

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

**GRANTEE’S 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 granted on \_\_\_\_\_, 2004, from the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, to the GOLETA SANITARY DISTRICT, a governmental 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 herein consents to recordation thereof by the County of Santa Barbara.

“GRANTEE”

GOLETA SANITARY DISTRICT

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

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

WITNESS my hand and official seal

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

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