

Recorded at the request of,  
and to be returned to:  
COUNTY OF SANTA BARBARA  
Department of General Services  
Office of Real Estate Services  
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: 009-060-050 (Portion)

**EASEMENT DEED**  
Sewer Purposes

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, known as Assessor Parcel Number 009-060-050 (herein the "Property"), as "GRANTOR" herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

461 SAN YSIDRO ROAD, LLC, a limited liability company, its successors or assigns, as "GRANTEE" herein, a permanent 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 on Exhibit "A" and shown on Exhibit "B" 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 GRANTOR 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 any 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 which 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 to be effective as of the date of recordation.

"GRANTOR"

COUNTY OF SANTA BARBARA

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

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

**ACKNOWLEDGMENT**

State of California  
County of Santa Barbara

On \_\_\_\_\_ before me, \_\_\_\_\_, a Deputy Clerk,  
personally appeared \_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person whose names is subscribed to the within  
instrument, and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity, and that by his/her/their signature on the instrument, the entity upon behalf  
of which the person 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.

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

By: \_\_\_\_\_  
(Seal) Deputy Clerk

**EXHIBIT A**

**EASEMENT DESCRIPTION (E-1):**

A 5' wide non-exclusive easement for private sewer line purposes, in favor of Lot 19 of Tract No. 14,416 recorded in Book 185, Pages 80-82 of Maps in the County of Santa Barbara over a portion of that land described in a deed from John F. Manning to the County of Santa Barbara recorded June 24, 1935 in Book 334, Page 370 of Official Records of the County of Santa Barbara, State of California, more particularly described as follows:

A strip of land lying 2.50 feet on each side of the following described line:

Commencing at the Southwest corner of said Lot 19, said Southwest corner also being on the Northerly line of said land described in said deed to the County of Santa Barbara (Book 334, Page 370 of O.R.), said point being North 89°56'50" East 392.45 feet from the Northwesterly corner of said parcel as described in said deed to the County of Santa Barbara, thence along the common boundary of said Lot 19 and said Northerly of said County of Santa Barbara parcel, North 89°56'50" East 6.96 feet to the True Point of Beginning;

Thence 1<sup>st</sup> leaving said common boundary of said Lot 19 and said Northerly of said County of Santa Barbara parcel, South 67°26'45 West 7.49 feet;

Thence 2nd South 89°56'50" West, 14.08 feet;

Thence 3rd South 44°56'50" West, 9.97 feet;

Thence 4th South 90°00'00" West, 3.96 feet;

The sidelines of the above described easement shall be lengthened or shortened to intersect the common boundary of said Lot 19 and said Northerly boundary of said County of Santa Barbara parcel (Book 334, Page 370 of O.R.).

**-End of Description-**

Prepared by:

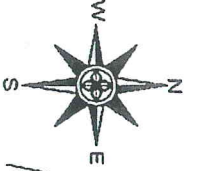


Date: October 28, 2009

Barry J. Waters, PLS 6419

License Expiration Date: 12/31/2010





APN 009-710-017

N 89°53'00" E 195.37'

APN 009-710-018

N 44°53'00" E 79.97'

**EASEMENT LEGEND**

- E-1** 5' WIDE PRIVATE SEWER EASEMENT FOR INGRESS AND EGRESS FOR CONSTRUCTION, REPAIR, MAINTENANCE, REPLACEMENT AND OPERATION OF A PRIVATE SEWER LINE IN FAVOR OF THE 461 SAN YSIDRO ROAD.
- E-2** EXISTING 20' WIDE PUBLIC SEWER EASEMENT IN FAVOR OF THE MONTECITO SANITARY DISTRICT.

| LINE    | BEARING     | LENGTH |
|---------|-------------|--------|
| L-1     | S67°26'45"W | 7.49'  |
| L-2     | S89°56'50"W | 14.08' |
| L-3     | S44°56'50"W | 9.97'  |
| L-4     | S90°00'00"W | 3.96'  |
| TIE=L-5 | N89°56'50"E | 6.96'  |

**461 SAN YSIDRO ROAD**  
 APN 009-710-019  
 LOT 19 of TRACT No. 14,416  
 BK. 185, PGS. 80-82  
 DOMINANT TENEMENT

**SAN YSIDRO ROAD**

N 00°11'11" E 147.76'



S 0°16' E 330.30' per BK. 334, PG. 370 of O.R.

392.45' CALC.

S 00°07'00" E 90.93'

POINT OF BEGINNING

**449 SAN YSIDRO ROAD**

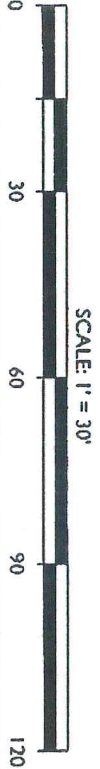
APN 009-060-050  
 MANNING PARK  
 BK. 334, PG. 370  
 SERVANT TENEMENT

N 89°56'50" E 643.58' per TRACT No. 14,416  
 N 89°31' E 641.21' per BK. 334, PG. 370 of O.R.

N 89°56'50" E 251.14'

**EXHIBIT B**

SEWER EASEMENT OVER A PORTION OF  
 APN 009-060-050  
 449 SAN YSIDRO ROAD  
 ~ OCTOBER 2009 ~  
 PREPARED BY:  
 WATERS LAND SURVEYING INC.  
 5553 HOLLISTER AVE. GOLETA, CA 93117  
 805-967-4416



SCALE: 1" = 30'

SCALE: 1" = 30' W.O. # 29071 SHEET 1 OF 1