

Recording requested by
and to be returned to:
Santa Barbara County Surveyor
Real Property
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

Document entitled to free recordation
Pursuant to Government Code Section 6103

This Deed not Valid Until Recorded

APN: 075-212-033 (Portion)
County Project No.: 862311, Real Property Folio #: R-349

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED
(PERMANENT EASEMENT)

FRANCES HOLT WELTON, As Trustee of the Survivor's Trust created under the Donald Edward and Frances Holt Welton Family Trust u/d/t dated January 27, 1995, as to an undivided one-half (1/2) interest, and FRANCES HOLT WELTON, also acting as Trustee of the Marital Trust created under the Donald Edward and Frances Holt Welton Family Trust u/d/t dated January 27, 1995, as to an undivided one-half (1/2) interest, owners of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 6561 Sabado Tarde, and more particularly described as County Assessor's Parcel No. 075-212-033, referred to collectively as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway and public utility improvements, and related public improvements for public purposes 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 described on Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by this reference.

GRANTOR and her successors in interest retain the right to use the Easement area except that within the Easement area, no permanent surface improvements, trees, vines, fences or permanent encroachments of any kind can be erected or other use made which would interfere with the use, construction, operation, repair or maintenance of the present or future surface and subsurface rights granted herein. GRANTEE shall have the right to clear or keep clear from the permanent Easement

area all buildings, structures and facilities of a permanent nature which interfere with the use of the Easement area at the expense of whoever is responsible for the installation of same. GRANTEE, its successors, assigns, contractors and employees, shall have the right but not the obligation to trim or cut roots as may endanger or interfere with the operation or use of the public facilities within the Easement area. GRANTEE shall have the right but not the obligation to maintain, trim and cut those trees, shrubs and vegetation, if any, within and above the surface of the Easement area, provided however that GRANTEE shall make the least injury and damage to the surface of the ground and vegetation as is reasonably practical and restore the surface of the ground and vegetation to as near the same condition as it was prior to the above referenced work as is practicable.

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.

GRANTOR does hereby certify that GRANTOR is, collectively, the sole owner of the Property; or warrants that signatory is authorized to sign on behalf of the GRANTOR, has communicated the contents, rights and duties of this Easement Deed to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

DATED AS OF: 4-27-11

“GRANTOR”

By: Frances Holt Welton

“GRANTOR”

By: Frances Holt Welton

By: _____
FRANCES HOLT WELTON, As Trustee of the Survivor's Trust created under the Donald Edward and Frances Holt Welton Family Trust u/d/t dated January 27, 1995

By: _____
FRANCES HOLT WELTON, as Trustee of the Marital Trust created under the Donald Edward and Frances Holt Welton Family Trust u/d/t dated January 27, 1995

ACKNOWLEDGMENT

State of California
County of Santa Barbara

On 4/27/11, before me, Lori Cole, a
(Name of Notary)

Notary Public, personally appeared Frances Holt Weldon, 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: [Handwritten Signature]



CERTIFICATE OF ACCEPTANCE

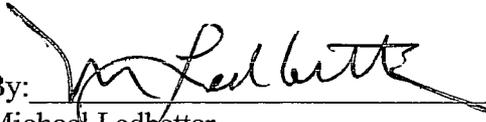
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED (PERMANENT EASEMENT) dated April 27, 2011, from Frances Holt Walton 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 _____, _____.

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Michael Ledbetter
Deputy County Counsel

CHANDRA L. WALLAR
CLERK OF THE BOARD

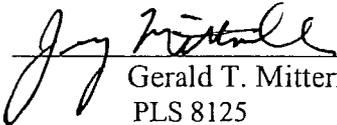
By: _____
Deputy

LEGAL DESCRIPTION

The northerly 1.50 feet of Lot 20 in Block "E" of The Ocean Terrace Tract in the County of Santa Barbara, State of California, as shown on map recorded in Book 15, Page 101 through 103 of Maps, in the office of the County Recorder of said county.

Containing 75 square feet, more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

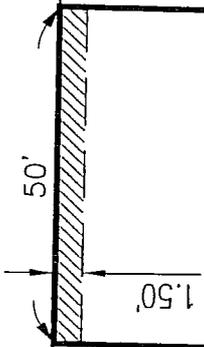

Gerald T. Mittermiller
PLS 8125



4-1-2011
Date

SABADO TARDE RD

EL EMBARCADERO RD

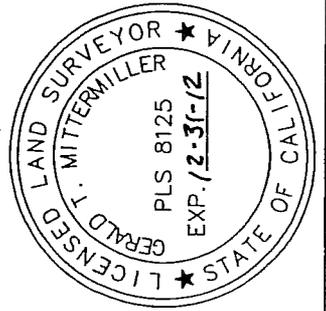


LOT 20
BLOCK E
15 MB 101

APN: 075-212-033



SCALE
NONE



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

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

Gerald T. Mittermiller

 GERALD T. MITTERMILLER
 DATE 4-1-2011

ISLA VISTA SIDEWALKS EASEMENT
APN: 075-212-033
LOT 20, BLOCK E, 15 MB 101
THE OCEAN TERRACE TRACT
SANTA BARBARA COUNTY, CALIFORNIA
April 2011

S764

EXHIBIT B