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and when recorded return to:
COUNTY OF SANTA BARBARA
Department of Public Works
Real Property
WILL CALL

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

This Document Not Valid Until Recorded

NO TAX DUE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN 075-111-015

EASEMENT AGREEMENT
(Grant of Permanent Easement)

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, acting as the Successor Agency to the County of Santa Barbara Redevelopment Agency, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 881 Embarcadero Del Mar, Isla Vista, APN 075-111-015, (hereinafter referred to as "GRANTOR"),

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "GRANTEE"), a permanent easement for the present and future construction, reconstruction, operation, inspection, repair, maintenance and removal of above and below ground electrical supply and communication systems as required by GRANTEE for GRANTEE'S operations including, but not limited to, transformer, transformer pad, vaults, enclosures, wiring, conduits, landscaping and related public improvements, with such accessory parts and structures and 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, legally described and shown in Exhibit "A" attached hereto and incorporated herein by reference.

GRANTOR its successors and assigns shall not erect or place, nor permit the erection or placement of any building, planter boxes, earth fill or other structures except walls and fences, on the above described easement area. GRANTEE and its contractors, agents and employees shall have the right to trim or cut tree roots as may endanger or interfere with GRANTEE'S systems, and shall have free access to said systems at all times, provided however that in making any excavation within the easement area, the GRANTEE shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it

and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

GRANTEE accepts the easement area in its AS-IS, WITH ALL FAULTS condition, and acknowledges that this grant is made without any warranty or representation whatsoever, expressed or implied, as to the surface or subsurface condition of the easement area or the fitness or suitability of the easement area for any particular purpose.

All Permit(s) required for installation and operation of GRANTEE'S facilities within the easement area shall be processed on the merits of the application therefore, and nothing in this Easement Agreement shall be construed to require the County of Santa Barbara as a governmental entity, nor any other government agency to grant such Permit(s).

Upon GRANTEE'S termination of its use of the easement area for the above-described purposes, GRANTEE shall, at its sole cost and expense, promptly remove its equipment, fixtures and personal property from the easement area, unless otherwise agreed to in writing by GRANTOR, and restore the easement area to as near its pre-existing condition as is reasonably possible.

GRANTEE shall defend, indemnify and hold harmless GRANTOR, its agents, employees, officers, successors and assigns from and against any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds arising from GRANTEE'S use of the Easement Area, or any obligations arising there from, including but not limited to contamination by harmful, hazardous and/or toxic materials; except for any such claim arising solely out of the negligence or willful misconduct of GRANTOR, its agents, employees or officers.

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 Area as a result of the operations of GRANTOR subsequent to the effective date of this easement.

This Easement Agreement constitutes the entire agreement between GRANTOR and GRANTEE relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement Agreement are of no force and effect. Any amendment to this Easement Agreement shall be of no force and effect unless it is in writing and signed by GRANTOR and GRANTEE.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Easement Agreement by the respective authorized officers as set forth below.

"GRANTOR" COUNTY OF SANTA BARBARA, ACTING AS THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY

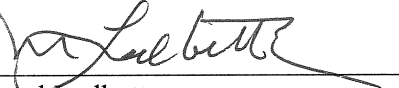
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors
County of Santa Barbara

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By 
Michael Ledbetter
Deputy County Counsel

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COUNTY ACKNOWLEDGMENT

State of California
County of Santa Barbara

On _____, before me,
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.
CHANDRA L. WALLAR
CLERK OF THE BOARD

Signature: _____
Deputy Clerk

Signature Page Continued

“GRANTEE”
SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Printed Name and Title

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SOUTHERN CALIFORNIA EDISON ACKNOWLEDGEMENT

State of California
County of Santa Barbara

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.

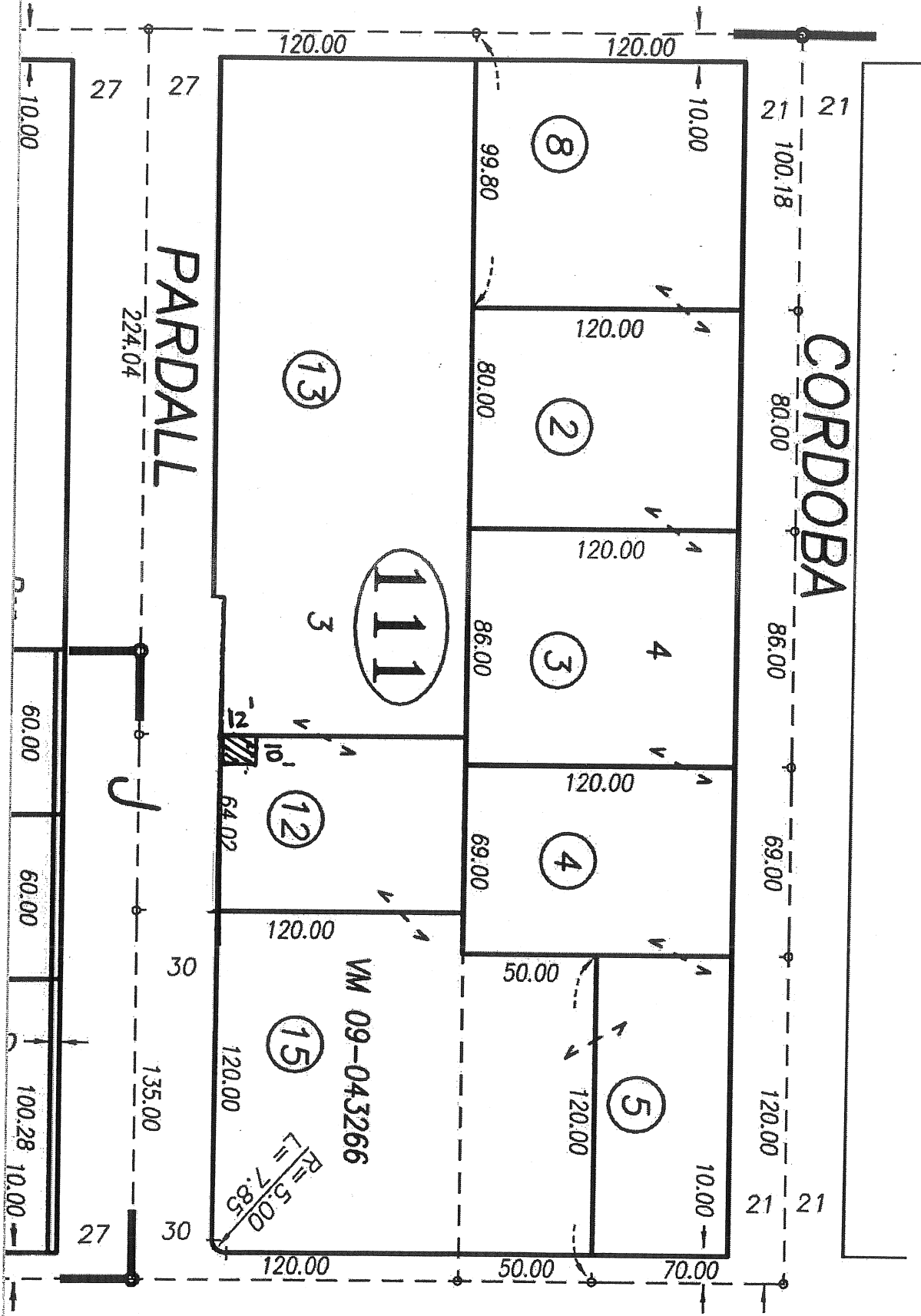
Signature: _____ (Seal)

The southerly 12.00 feet of the northerly 90.00 feet of the westerly 10.00 feet of the easterly 135.00 feet of Lot 3, Block J, Ocean Terrace Tract, as per Map on file in Book 15, Pages 101 through 103 of Maps, in the Office of the County Recorder of said County.

Legal description was prepared by Southern California Edison pursuant to Sec. 8730(c) of the Business & Professions Code.

EXHIBIT A

CAMINO PESCADERO



27 27

21 21

PARDALL

CORDOBA

224.04

111

VM 09-043266

R=5.00
L=7.85

EMBARCADERO DEL MAR

EXHIBIT A