

PERMANENT EASEMENT PURCHASE CONTRACT
AND TEMPORARY RIGHT OF ENTRY
(Hereinafter the "Contract")

Project: El Embarcadero Street Improvement Project

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and VALERIE GOODE ATTAWAY, AS TRUSTEE OF THE SURVIVOR'S TRUST OF THE E. NOEL ROBISON FAMILY TRUST, DATED MARCH 7, 1995; AND ELIZABETH W. WALLACE, AS SURVIVING SOLE TRUSTEE OF THE DONALD C. WALLACE, JR. FAMILY TRUST DATED: OCTOBER 20, 1980 AS REVISED AND RESTATED OCTOBER 14, 1986, hereinafter collectively referred to as "OWNERS", do hereby agree as follows:

OWNERS hereby grant to COUNTY, its authorized agents, contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-221-001 and commonly known as 1000 El Embarcadero Road, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately sixty-nine (69) square feet and is more particularly described in the Easement Deed (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall pay OWNERS the total sum of ONE THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$1,380.00) within thirty (30) days of recordation of the Permanent Easement by COUNTY.

2. The COUNTY, its authorized agents, employees and contractors shall promptly repair any damage to the Property during COUNTY'S entry thereon and protect the Property from any irreparable harm.

3. By COUNTY'S exercise of this Contract, OWNERS assume no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless and only to the extent said loss, damage, injury, or death is as a result, in part or wholly, of the OWNERS' gross negligence.

4. COUNTY agrees to defend, indemnify and hold OWNERS harmless from any claims or damages resulting from COUNTY'S use of the Property, unless and only to the extent said claims or damages are a result of the OWNERS' negligence.

5. COUNTY, its authorized agents, employees and contractors shall promptly replace and/or repair any improvements, destroyed or damaged, as a result of the rights granted under this Contract. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall promptly be restored or replaced by COUNTY to as near the original condition and location as is practicable.

6. COUNTY shall have the right to trim or remove trees, shrubs, and vegetation within the Permanent Easement as may endanger or interfere with the project. If any mature trees outside the Permanent Easement are damaged to the extent that they do not survive, COUNTY shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNERS' sole remedy.

7. Except as needed for County to complete its obligations to repair promptly, this Contract shall expire on December 31, 2012 unless sooner terminated pursuant to the terms hereof.

8. Except as needed for County to complete its obligations to repair promptly, COUNTY shall have the right to terminate this Contract at any time prior to COUNTY'S recordation of the Permanent Easement. OWNERS shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

9. This Contract is subject to the approval of the COUNTY Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.

10. Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

11. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13. The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

14. By their signatures, the OWNERS do hereby certify and warrant that they are, collectively, the sole owners of the Property and are authorized to sign this Contract and the subject Easement Deed on behalf of the OWNERS. OWNERS have communicated the contents, rights and duties of this Contract to all parties having an interest in the Property.

15. If any legal action or proceeding arising out of or relating to this Contract is brought by any party to this Contract, the prevailing party(ies) therein shall be entitled to receive from the other party(ies), in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses incurred in the action or proceeding by said prevailing party(ies).

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Contract to be effective as of the date executed by the COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

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

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL


APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER


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

By: 
Deputy

APPROVED:

APPROVED:

By: 
Ray Aromatorio
Risk Program Administrator

By: 
Ronn Carlentine, SR/WA
Real Property Manager

Project: Project: El Embarcadero Street Improvement Project
Assessor Parcel Number: 075-221-01 (1000 El Embarcadero Road)

SIGNATURE PAGE (CONTINUED)

OWNERS:

Valerie Goode Attaway, as Trustee of the Survivor's Trust of the E. Noel Robison Family Trust, dated March 7, 1995; and Elizabeth W. Wallace, as Surviving Sole Trustee of the Donald C. Wallace, Jr. Family Trust dated: October 20, 1980 as revised and restated October 14, 1986

By: Valerie Goode Attaway, Trustee
Valerie Goode Attaway, Trustee

By: _____
Elizabeth W. Wallace, Trustee

Project: Project: El Embarcadero Street Improvement Project
Assessor Parcel Number: 075-221-01 (1000 El Embarcadero Road)

SIGNATURE PAGE (CONTINUED)

OWNERS:

Valerie Goode Attaway, as Trustee of the Survivor's Trust of the E. Noel Robison Family Trust, dated March 7, 1995; and Elizabeth W. Wallace, as Surviving Sole Trustee of the Donald C. Wallace, Jr. Family Trust dated: October 20, 1980 as revised and restated October 14, 1986

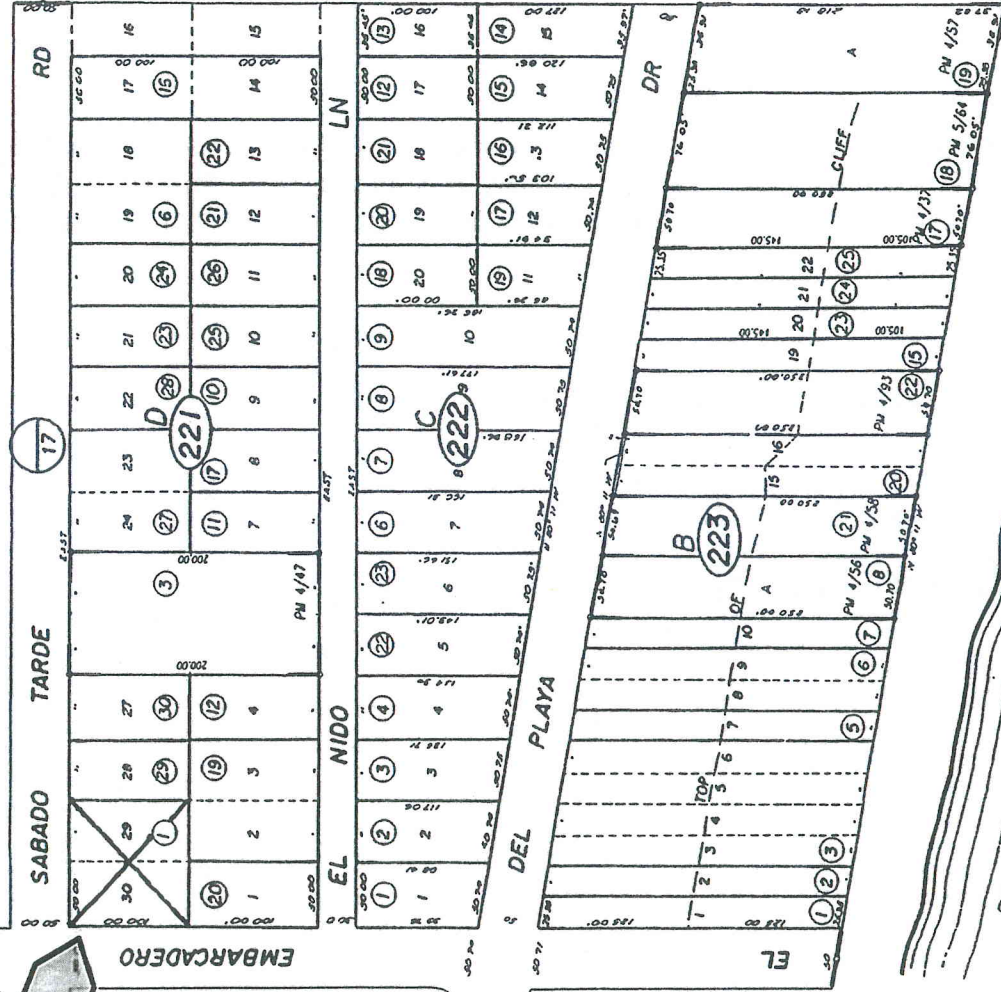
By: _____
Valerie Goode Attaway, Trustee

By: Elizabeth W. Wallace
Elizabeth W. Wallace, Trustee

The
"Property"

POR. RANCHO LOS DOS PUEBLOS

075-22



Assessor's Map Bk, 075-Pg, 22
County of Santa Barbara, Calif.

223-16 into 223-23-25
LD/05

03/18/1926 R.M. Bk. 15 . Pg. 101-103 Tract "The Ocean Terrace Tract"

Recording requested by
and to be returned to:

COUNTY OF SANTA BARBARA

General Services Department
Office of Real Estate Services
WILL CALL

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103
Real Property Folio # 003610

Space Above This Line for Recorder's Use
APN: 075-221-001 (Portion)

EASEMENT DEED
(PERMANENT EASEMENT)

VALERIE GOODE ATTAWAY, AS TRUSTEE OF THE SURVIVOR'S TRUST OF THE E. NOEL ROBISON FAMILY TRUST, DATED MARCH 7, 1995; AND ELIZABETH W. WALLACE, AS SURVIVING SOLE TRUSTEE OF THE DONALD C. WALLACE, JR. FAMILY TRUST DATED: OCTOBER 20, 1980 AS REVISED AND RESTATED OCTOBER 14, 1986, owners of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 1000 El Embarcadero Road, Isla Vista, California, and more particularly described as County Assessor's Parcel No. 075-221-001, collectively 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 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 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, provided the same do not unreasonably interfere with the free passage of pedestrians over and upon said sidewalk, 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", which are attached hereto and incorporated herein by this reference.

Notwithstanding the foregoing, GRANTOR shall retain the same rights or privileges, if any, as other property owners may have to encroach upon the sidewalk with trash and recycling containers. Further, by granting the subject easement GRANTOR is not hereby assuming any additional duty or obligation to prohibit the practice of tenants of GRANTOR and others of

piling trash and junked furniture on the sidewalk or to remove such refuse, over and above any duties and obligations prescribed by law and county ordinance.

GRANTEE shall defend, indemnify, save and hold harmless GRANTOR, GRANTOR'S agents, employees, successors and assigns from any and all claims, liabilities, demands, costs, including reasonable attorneys' fees, and causes of action of all kinds arising with respect to or as a result of GRANTEE'S use of the within easement, unless and only to the extent that said claims or damages are a result of the GRANTOR'S gross negligence.

GRANTOR makes no representations or warranties with respect to the presence or absence of hazardous or toxic materials, however defined, on the property which is the subject of this deed, or with respect to the suitability of said property for GRANTEE'S purposes.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

This Easement Deed may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

DATED AS OF: JULY 1, 2010

"GRANTOR"

Valerie Goode Attaway, as Trustee of the Survivor's Trust of the E. Noel Robison Family Trust, dated March 7, 1995; and Elizabeth W. Wallace, as Surviving Sole Trustee of the Donald C. Wallace, Jr. Family Trust dated: October 20, 1980 as revised and restated October 14, 1986

By: Valerie Goode Attaway, Trustee
Valerie Goode Attaway, Trustee

By: _____
Elizabeth W. Wallace, Trustee

piling trash and junked furniture on the sidewalk or to remove such refuse, over and above any duties and obligations prescribed by law and county ordinance.

GRANTEE shall defend, indemnify, save and hold harmless GRANTOR, GRANTOR'S agents, employees, successors and assigns from any and all claims, liabilities, demands, costs, including reasonable attorneys' fees, and causes of action of all kinds arising with respect to or as a result of GRANTEE'S use of the within easement, unless and only to the extent that said claims or damages are a result of the GRANTOR'S gross negligence.

GRANTOR makes no representations or warranties with respect to the presence or absence of hazardous or toxic materials, however defined, on the property which is the subject of this deed, or with respect to the suitability of said property for GRANTEE'S purposes.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

This Easement Deed may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

DATED AS OF: JULY 1, 2010

"GRANTOR"

Valerie Goode Attaway, as Trustee of the Survivor's Trust of the E. Noel Robison Family Trust, dated March 7, 1995; and Elizabeth W. Wallace, as Surviving Sole Trustee of the Donald C. Wallace, Jr. Family Trust dated: October 20, 1980 as revised and restated October 14, 1986

By: _____
Valerie Goode Attaway, Trustee

By: Elizabeth W. Wallace
Elizabeth W. Wallace, Trustee

ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 26th 2010, before me, M. RUIZ, a
(Name of Notary)

Notary Public, personally appeared Valerie Goode Attaway,
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)



ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 13, 2010, before me, Kristoffer Dominguez, a
(Name of Notary)

Notary Public, personally appeared Elizabeth White Wallace,
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: [Signature] (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

That portion of Lot 29, Block D, of The Ocean Terrace Tract, in the County of Santa Barbara, State of California, as shown on the Map filed in Book 15, Page 101 through 103 of Maps in the Office of the County Recorder of said County, more particularly described as follows:

The northerly 2.00 feet of the easterly 34.5 feet of said Lot 29.

CONTAINING: 69 Square feet, more or less.

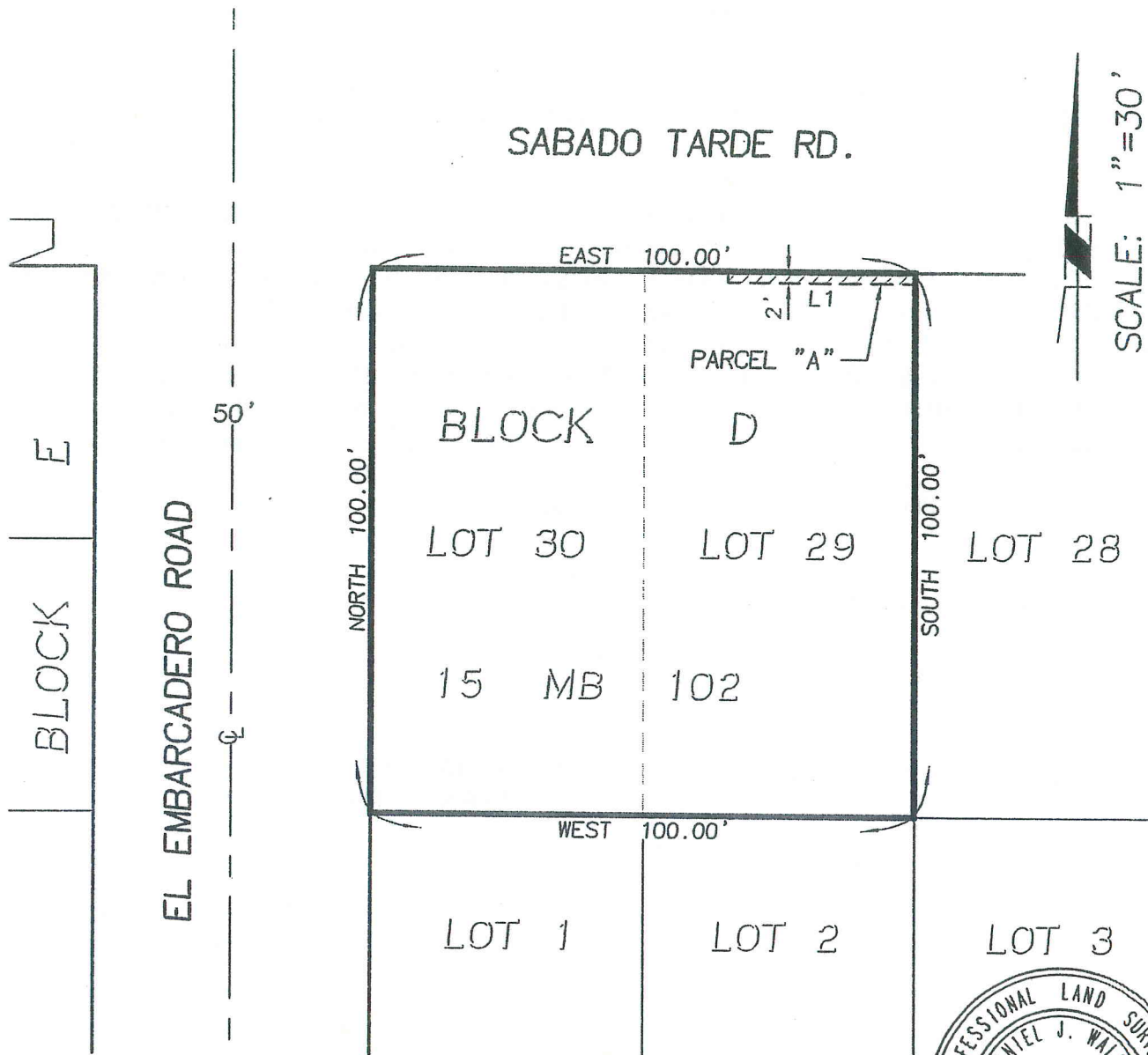
EXHIBIT "B": Attached and by this reference made a part hereof.



Daniel J. Walsh 8-30-07
Daniel J. Walsh Date
PLS 7540, Exp. 12/31/07

0902 EX 004.doc

EXHIBIT "B"



LEGEND:

- ⊕ CENTERLINE
- ▨ AREA OF DESCRIPTION

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	EAST	34.50'



Daniel J. Walsh
 DANIEL J. WALSH
 PLS 7540, EXP. 12/31/07

8-30-07
 DATE



PLANNING ■ DESIGN ■ CONSTRUCTION

5051 VERDUGO WAY, SUITE 300
 CAMARILLO, CALIFORNIA 93012
 805.383.3378 • FAX 805.383.3371 • www.RBF.com

"EASEMENT"
 LOT 29&30, BLOCK D, 15 MB 102
 THE OCEAN TERRACE TRACT
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

DATE: 8/24/07
 SCALE: 1"=30'
 SHEET: 1 OF 1
 CAD: SMG
 CHK'D: DJW

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 as of July 1, 2010, from VALERIE GOODE ATTAWAY, AS TRUSTEE OF THE SURVIVOR'S TRUST OF THE E. NOEL ROBISON FAMILY TRUST, DATED MARCH 7, 1995; AND ELIZABETH W. WALLACE, AS SURVIVING SOLE TRUSTEE OF THE DONALD C. WALLACE, JR. FAMILY TRUST DATED: OCTOBER 20, 1980 AS REVISED AND RESTATED OCTOBER 14, 1986, 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 _____, 2010.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____

Kevin E. Ready, Sr.
Senior Deputy County Counsel

PERMANENT EASEMENT PURCHASE CONTRACT
AND TEMPORARY RIGHT OF ENTRY
(Hereinafter the "Contract")

Project: El Embarcadero Street Improvement Project

The COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and MARK SCHNEEBERGER, Trustee of the Mark Schneeberger Living Trust dated September 20, 1999, hereinafter referred to as "OWNERS", do hereby agree as follows:

OWNERS hereby grant to COUNTY, its authorized agents, contractors, officers and employees, use of the easement area defined below, together with a temporary right of entry, including the right to enter upon and move workers, equipment, and materials over, within and upon the real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described as Assessor Parcel Number 075-221-029 and commonly known as 6541 Sabado Tarde Road, Isla Vista, California, hereinafter the "Property". Said Property is further identified on the property map which is attached hereto and incorporated herein by reference.

This temporary right of entry shall cover those portions of the Property necessary for, and shall be for the purposes of, constructing sidewalks, street lighting, street tree improvements and related public improvements, for conforming such improvements to OWNERS' private improvements, for relocating public utilities as necessary (including placing overhead public utilities underground), and for such other purposes as may be incidental to such activities.

COUNTY hereby agrees to purchase and OWNERS hereby agree to sell to COUNTY a permanent easement (the "Permanent Easement") for all the project improvements, uses and purposes in, on, over, under, along, and across a portion of the Property. The Permanent Easement consists of approximately one hundred forty-four (144) square feet and is more particularly described in the Easement Deed (Permanent Easement) to be executed concurrently with this Contract by OWNERS.

This Contract shall be subject to the following provisions, requirements, and restrictions:

1. As consideration for the granting of said Permanent Easement and the temporary right of entry, and the loss, replacement, and moving of any and all of OWNERS' improvements and landscaping, COUNTY shall perform the following construction work on the Property at COUNTY'S sole cost and expense: construct new sidewalk and retaining wall along the front of the property abutting Sabado Tarde Road; move the existing front wood fence back and reconstruct that wood fence behind COUNTY'S right-of-way; install a new concrete driveway skirt; re-grade approximately 20 feet of the existing asphalt driveway; install a new asphalt overlay over the graded area. Steel posts shall be used as the fence supports for the relocated front wood fence, or at a minimum, pressure-treated 4 by 4 posts shall be used.
2. The COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY'S entry thereon.
3. By COUNTY'S exercise of this Contract, OWNERS assume no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death is as a result, in part or wholly, of the OWNERS' negligence.

4. COUNTY agrees to defend, indemnify and hold OWNERS harmless from any claims or damages resulting from COUNTY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNERS' negligence.

5. COUNTY, its authorized agents, employees and contractors shall replace and/or repair any improvements, destroyed or damaged, as a result of the rights granted under this Contract. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable.

6. COUNTY shall have the right to trim or remove trees, shrubs, and vegetation within the Permanent Easement as may endanger or interfere with the project. If any mature trees outside the Permanent Easement are damaged to the extent that they do not survive, COUNTY shall replace each such tree with two of the same or similar trees of not less than 5-gallon size as OWNERS' sole remedy.

7. The term of this Contract shall expire no later than December 31, 2012. This Contract may be extended upon mutual written agreement between the parties.

8. COUNTY shall have the right to terminate this Contract at any time prior to COUNTY'S recordation of the Permanent Easement. OWNERS shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

9. This Contract is subject to the approval of the COUNTY Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.

10. Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

11. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13. The rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

14. By their signatures, the OWNERS do hereby certify and warrant that they are, collectively, the sole owners of the Property and are authorized to sign this Contract and the subject Easement Deed on behalf of the OWNERS. OWNERS have communicated the contents, rights and duties of this Contract to all parties having an interest in the Property.

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Contract to be effective as of the date executed by the COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

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

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

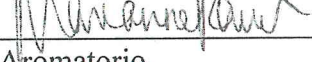
By: 

KEVIN E. READY, Deputy DEP. COUNTY COUNSEL

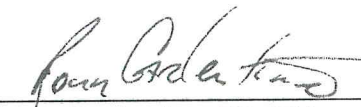
By: 

APPROVED:

APPROVED:

By: 

Ray Aromatorio
Risk Program Administrator

By: 

Ronn Carlentine, SR/WA
Real Property Manager

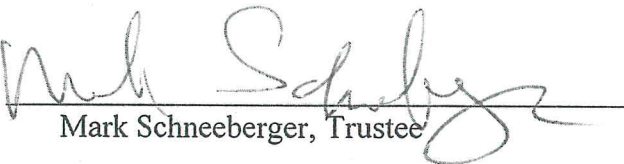
Project: El Embarcadero Street Improvement Project
Assessor Parcel Number: 075-221-029 (6541 Sabado Tarde Road)

SIGNATURE PAGE (CONTINUED)

OWNERS:

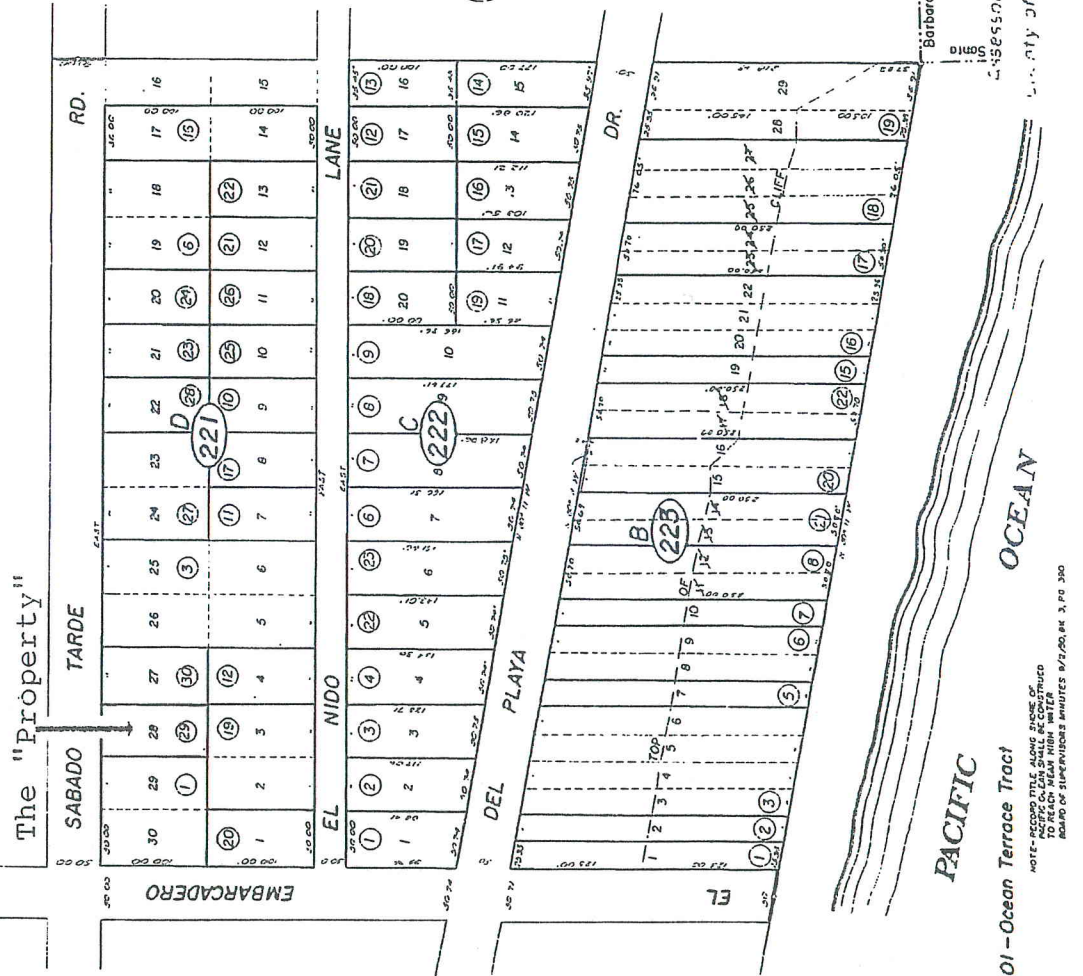
MARK SCHNEEBERGER,
Trustee of the Mark Schneeberger Living Trust dated September 20, 1999

By:


Mark Schneeberger, Trustee

This Map is being furnished as a convenience to locate the herein described land in relation to adjoining streets and other lands. The Company does not guarantee dimensions, distances, bearings, or acreage stated thereon, nor is it intended to illustrate legal building sites or supersede City or County ordinances, i.e. zoning and building codes, etc. Official information concerning the use of any parcel should be obtained from local government agencies.

75-22



Recording requested by
and to be returned to:

COUNTY OF SANTA BARBARA

General Services Department
Office of Real Estate Services
WILL CALL

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103

Space Above This Line for Recorder's Use
APN: 075-221-029 (Portion)

EASEMENT DEED
(PERMANENT EASEMENT)

MARK SCHNEEBERGER, Trustee of the Mark Schneeberger Living Trust dated September 20, 1999, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as 6541 Sabado Tarde Road, Isla Vista, California, and more particularly described as County Assessor's Parcel No. 075-221-029, collectively 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 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 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", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the easement except that within the easement, no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with GRANTEE'S use of the easement.

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.

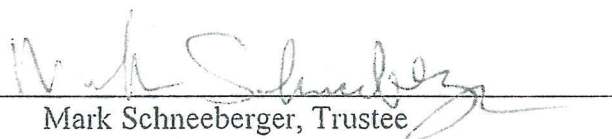
DATED AS OF: JANUARY 1, 2010

“GRANTOR”

MARK SCHNEEBERGER,

Trustee of the Mark Schneeberger Living Trust dated September 20, 1999

By:


Mark Schneeberger, Trustee

ACKNOWLEDGMENT

State of California

County of Marin

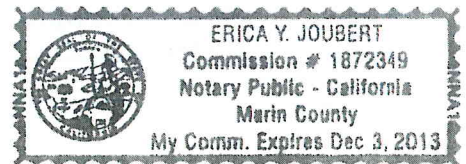
On March 26, 2010, before me, Erica Y. Joubert, a
(Name of Notary)

Notary Public, personally appeared Mark Anton Schneberger,
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: Erica Y. Joubert (Seal)



LEGAL DESCRIPTION

That portion of Lot 28 in Block D of The Ocean Terrace Tract in the County of Santa Barbara, State of California, as per map recorded in Book 15, Page 101 through 103 of Maps in the Office of the County Recorder of said County, described as follows:

The northerly 4.00 feet of the westerly 22.00 feet together with the northerly 2.00 feet of the easterly 28.00 feet of said Lot 28.

Containing 144 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, Exp. 12/31/10

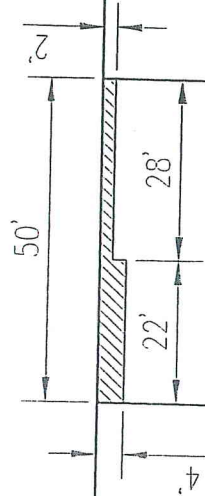


11-10-2009
Date

EXHIBIT B

SABADO TARDE RD

EL EMBARCADERO RD



APN: 075-221-029

LOT 30

LOT 29

LOT 28

LOT 27

LOT 26

BLOCK D

LOT 1

LOT 2

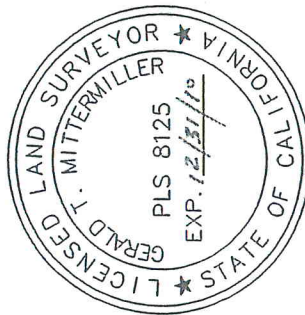
15 MB 102

LOT 3

LOT 4

SCALE

1 inch = 30 ft



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

11-10-2009
DATE

GERALD T. MITTERMILLER

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

ISLA VISTA SIDEWALKS EASEMENT

PORTION OF APN: 075-221-029

LOT 28, BLOCK D, 15 MB 102

THE OCEAN TERRACE TRACT

SANTA BARBARA COUNTY, CALIFORNIA

NOVEMBER 2009

S654

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 as of January 1, 2010, from MARK SCHNEEBERGER, Trustee of the Mark Schneeberger Living Trust dated September 20, 1999, 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

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
~~KEVIN E. READY~~ Deputy DEP. COUNTY COUNSEL