



**SUZANNE ELLEDGE**

PLANNING & PERMITTING  
SERVICES, INC.

**TRANSMITTAL**

**DATE:** 28 November 2017

**TO:** James Cleary  
Project Manager  
General Services Department  
1105 Santa Barbara St  
Second Floor  
Santa Barbara California 93101

**SUBJECT: Crane School – Flood Control Easement**

**ENCLOSED HERewith IS THE FOLLOWING:**

One (1) Final executed Easement Deed & Covenant & Agreement

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**MAIL ( X )    OVERNIGHT (   )    BY-HAND (   )    PICK-UP (   )**

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**( X ) For your records**

(   ) Please sign and return

(   ) For Processing

(   ) Please review and call me

(   ) For your information

(   ) For your payment

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**COMMENTS:** If you have any questions or require additional information,  
please contact our office at 966-2758.

Sincerely,

**SUZANNE ELLEDGE**  
**PLANNING & PERMITTING SERVICES, INC.**

Heidi Jones, AICP  
Associate Planner

Recording requested by and  
when recorded mail to:  
County of Santa Barbara Real  
Property Division  
General Services Department  
1105 Santa Barbara Street  
Santa Barbara, CA 93101  
WILL CALL

**COUNTY OF SANTA BARBARA**  
**OFFICIAL BUSINESS**

No fee pursuant to  
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 007-340-040, -060, -061

**EASEMENT DEED and COVENANT AND AGREEMENT**

This Easement Deed and Covenant and Agreement is made and entered into by and between the CRANE COUNTRY DAY SCHOOL, a California nonprofit corporation ("GRANTOR"), and the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California ("DISTRICT"), as follows:

**EASEMENT DEED**

For valuable consideration, GRANTOR hereby grants to DISTRICT easements and right-of- ways on that certain real property located at 1795 San Leandro Lane, Santa Barbara, CA 93108, in the County of Santa Barbara, State of California, ("Property") herein identified as Parcel One ("Easement Area") and Parcel Two ("Relocated Easement Area") as follows:

a) Parcel One (Easement Area):

An easement and right-of-way, including the right to enter at any time upon the Easement Area, as particularly described in the Resolution and Grant of Easement recorded on October 11, 1956, as O.R. #20035, in Book 1407, Pages 247 through 249 of Official Records in the Office of the County Recorder, for flood control purposes including, but not limited to construction, reconstruction, maintenance and repair of mains, manholes, culverts and drainage ditches ("Drainage Facilities") for the purpose of conveying storm water, rain water or other surface waters in, on, over, along, across, through and under the Easement Area, together with the right to excavate and refill drains and/or trenches for the location of said Drainage Facilities, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, and maintenance of said Drainage Facilities, upon the terms and conditions stated herein.

b) Parcel Two (Relocated Easement Area):

An easement and right-of-way, including the right to enter at any time upon the Relocated Easement Area, as particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by reference, for flood control purposes, including but not limited to construction, reconstruction, maintenance and/or repair of mains, manholes, culverts and/or drainage ditches ("Drainage Facilities") and for the purpose of conveying storm water, rain water or other surface waters in, on, over, along, across, through and under the Relocated Easement Area, together with the right to excavate and refill drains and/or trenches for the location of said Drainage Facilities, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, and maintenance of said Drainage Facilities, upon the terms and conditions stated herein.

**COVENANT AND AGREEMENT**

For valuable consideration, the receipt and sufficiency of which is agreed to by both parties, GRANTOR and DISTRICT hereby covenant and agree as follows:

**1. DISTRICT'S Rights.**

**1.1** DISTRICT and the County of Santa Barbara, in joint tenancy, have occupied Parcel One (Easement Area) continuously pursuant to the Resolution and Grant of Easement recorded on October 11, 1956, as O.R. #20035, in Book 1407, Pages 247 through 249 of Official Records in the Office of the County Recorder ("1956 Grant of Easement"). In favor of the Easement Deed and Covenant and Agreement as stated herein, the 1956 Grant of Easement has been extinguished by separate quitclaim deed executed concurrently herewith and duly recorded and the DISTRICT's continued use of Parcel One (Easement Area) will be pursuant to the terms and conditions stated herein.

**1.2** DISTRICT shall have the right, in its sole and absolute discretion, and at its expense, to relocate its Drainage Facilities from Parcel One (Easement Area) to Parcel Two (Relocated Easement Area) and also referred to by the parties as the Montecito Fire Protection District Access Road, including the right to enter Parcel One (Easement Area) and Parcel Two (Relocated Easement Area) in order to relocate the Drainage Facilities from Parcel One (Easement Area) to Parcel Two (Relocated Easement Area).

**1.3** DISTRICT shall have the right to inspect plans for any of GRANTOR'S planned encroachments adjacent to and within Parcel One (Easement Area) and Parcel Two (Relocated Easement Area) that may affect the maintenance, operation and construction of DISTRICT'S Drainage Facilities prior to the commencement of work. DISTRICT shall have the right to deny any of GRANTOR'S planned encroachments which DISTRICT reasonably determines interfere with DISTRICT'S rights granted herein.

**1.4** In the event DISTRICT relocates its Drainage Facilities to Parcel Two (Relocated Easement Area), DISTRICT shall promptly thereafter execute and record, in a form reasonably acceptable to GRANTOR, a quitclaim deed with respect to Parcel One (Easement Area).



**2. GRANTOR'S Rights.**

**2.1** GRANTOR and its successors in interest retain the right to construct and maintain in Parcel One (Easement Area) and Parcel Two (Relocated Easement Area) encroachments such as buildings, building foundations and overhangs, decking, pathways, patios, hardscapes and landscaping subject to Section 1.3 above, and shall at its sole expense, repair, restore and/or replace any such encroachments and/or adjacent improvements as may be damaged or destroyed by any cause, including, but not limited to damages caused by DISTRICT.

**2.2** GRANTOR shall also be financially responsible for any damage to DISTRICT'S facilities in Parcel One (Easement Area) and/or Parcel Two (Relocated Easement Area) as well as damage resulting from GRANTOR'S encroachments and/or improvements.

**2.3** GRANTOR agrees to notify DISTRICT and comply with Section 1.3 prior to encroaching on Parcel One (Easement Area) or Parcel Two (Relocated Easement Area).

**3. Indemnification.**

**3.1** GRANTOR shall indemnify, defend and hold DISTRICT harmless from and against any and all costs and expenses, claims, demands, suits, liabilities, losses, damages or administrative orders, including without limitation, attorneys' fees, foreseeable or unforeseeable, directly or indirectly arising from any of the following activities undertaken by GRANTOR or acting on behalf of GRANTOR on Parcel One (Easement Area) or Parcel Two (Relocated Easement Area): (i) maintenance, repair, removal of trees, bushes, undergrowth and other obstructions interfering with the location, construction, and maintenance of said Drainage Facilities on, under or from the Property and/or Easement Area and/or Relocated Easement Area, (ii) any costs of repairs to improvements on the Property or adjacent properties necessitated by such assessment, remediation or removal, and (iii) any actual costs of testing, sampling or other investigation or preparation for remediation and (iv) any damages caused by any conduct necessary or incidental to the other activities referenced above.

**4. Montecito Fire Protection District Access Road.**

**4.1** GRANTOR shall formally notify the Montecito Fire Protection District of the possibility that DISTRICT may relocate its Drainage Facilities from Parcel One (Easement Area) to Parcel Two (Relocated Easement Area) and, if determined to be necessary by the Montecito Fire Protection District, GRANTOR shall provide to the Fire Protection District a temporary alternate access road for emergency purposes.

**4.2** Prior to commencing any work in Parcel Two (Relocated Easement Area), DISTRICT shall notify GRANTOR. Pursuant to Section 4.1, GRANTOR shall notify the Montecito Fire Protection District and shall, as soon as practicable following completion of said work, restore Parcel Two (Relocated Easement Area) to as near the same condition as is practicable that existed prior to commencement of the work at its expense.

5. Other

5.1 The provisions of this Covenant and Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

5.2 The provisions of this Covenant and Agreement shall survive delivery of this conveyance and shall run with the land, i.e. the Property.

IN WITNESS WHEREOF, said GRANTOR and DISTRICT have caused this Easement Deed and Covenant and Agreement to be executed by their duly authorized agents as set forth below.

"GRANTOR"

Crane Country Day School, a non-profit  
California Corporation

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

Joel Weiss, Headmaster

Dated: \_\_\_\_\_

11/28/2017

"DISTRICT"

Santa Barbara County Flood Control and  
Water Conservation District, a dependent  
special district of the County of Santa Barbara

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

Joan Hartmann, Chair  
Board of Directors

Dated: \_\_\_\_\_

## ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

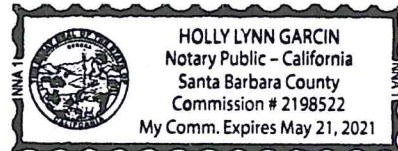
County of Santa Barbara

On November 28, 2017, before me, Holly L. Garcin, a Notary Public, personally appeared Joel Weiss, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or 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.

Signature:



(Seal)

## ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Barbara

On \_\_\_\_\_ before me, \_\_\_\_\_, a Deputy Clerk, personally appeared Joan Hartmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or 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.

MONA MIYASATO, CLERK OF THE  
BOARD and Ex-Officio Clerk of the Board  
of Directors of the Santa Barbara County  
Flood Control and Water Conservation  
District

Signature: \_\_\_\_\_  
(Seal)