

## **Attachment 1**

### **ATTACHMENT 1**

#### **Utility Easement Deed Agreement**

Recorded request by  
and to be returned to:  
County of Santa Barbara  
General Services Department  
Real Property Division

**Will Call**

1105 Santa Barbara St 2<sup>nd</sup> Flr  
Santa Barbara CA 93101

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383  
No Documentary Transfer Tax  
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.Ns. 055-010-014 (portion of)

A.P.Ns. 059-020-060 (portion of)

Real Property Division #003906

The undersigned grantor declares

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

☐ computed on full value of property conveyed, or

☐ computed on full value less liens and encumbrances remaining at the time of sale.

☒ Unincorporated Area of Santa Barbara County

**EASEMENT DEED AGREEMENT**  
**(UTILITY WATERLINE EASEMENT)**

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, commonly referred to as Assessor's Parcel Numbers: 055-010-014 and 059-020-060, (the "Property") referred to as COUNTY herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

SANTA BARBARA PRESERVE, LLC, a California Limited Liability Company, its successors and assigns (hereinafter referred to as "GRANTEE"), a non-exclusive underground utility water pipeline easement for (i) the present and future construction, reconstruction, operation, repair, and maintenance of a subsurface water pipeline and with such surface and subsurface accessory parts and appurtenances thereto (collectively "Facilities") and (ii) pedestrian and vehicular ingress and egress across such portion of real property, as necessary for installing, constructing, reconstructing, operating, repairing, maintaining and replacing Facilities as may from time to time be deemed necessary by GRANTEE. The non-exclusive utility easement area containing approximately 21,689 sq.ft., situated in the County of Santa Barbara, State of California, legally described in Exhibit "A" and shown on Exhibit "B", attached hereto and incorporated herein by reference, shall hereafter be referred to as the "Utility Area".

GRANTEE agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against 1) any and all claims, actions, losses, damages, judgments and/or liabilities arising out of GRANTEE's use of this easement, including liability arising out of the acts, errors or omissions of any person or entity controlled by GRANTEE 2) and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by

COUNTY on account of any claims, actions, losses, damages, judgments and/or liabilities arising out of GRANTEE's use of such easement, except where such indemnification is prohibited by law.

GRANTEE, their contractors, agents and employees shall be responsible for any and all permits and approvals required to construct, install, repair and maintain any utilities in the Utility Area.

**IN WITNESS WHEREOF**, COUNTY and GRANTEE have executed this Easement Deed Agreement by their respective authorized representatives set forth below.

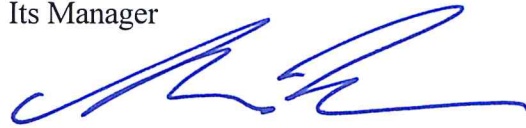
"COUNTY"  
COUNTY OF SANTA BARBARA

\_\_\_\_\_  
Gregg Hart, Chair  
Board of Supervisor

DATE: \_\_\_\_\_

"GRANTEE"  
SANTA BARBARA PRESERVE, LLC  
A California Limited Liability Company

By: Chadmar Santa Barbara Preserve LLC,  
a California Limited Liability Company C  
Its Manager



\_\_\_\_\_  
Charles Robert Lande, Jr  
Vice President

DATE: 1/22/20

## 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, \_\_\_\_\_, Deputy Clerk, personally appeared Gregg Hart, Chair of the Board of Supervisors, 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 the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MONA MIYASATO  
CLERK OF THE BOARD OF SUPERVISORS

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 Los Angeles )

On January 22, 2020, before me, Jessica Lee Ceppi, Notary Public, personally appeared Charles Robert Lande Jr, 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 the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jessica Lee Ceppi  
Signature (Seal)



## Exhibit A

### Waterline Easement

Legal Description  
(over APNs 055-010-014 and 059-020-060)

That certain portion of the Designated Remainder of Tract No. 14,585 in the County of Santa Barbara, State of California, as shown on the map filed December 22, 2006 in Book 202, pages 73 through 80, inclusive, of Maps, in the Office of the County Recorder of said County, said Remainder being merged and described in that certain Certificate and Declaration of Voluntary Merger 06-VM-18 recorded December 27, 2006 as Instrument No. 2006-0100786 of Official Records of said County, more particularly described as follows:

A strip of land 20.00 feet wide, the centerline of which is described as follows:

COMMENCING at a point on the southerly boundary of Lot 10 of said Tract No. 14,585, said point lying distant South 88°06'43" East 51.09 feet from the westerly terminus of that certain course on the southerly boundary shown as S 88°06'43" E 200.15' on said map, said point being the beginning of a non-tangent curve, concave easterly and having a radial center which bears South 72°18'05" East, a distance of 1877.00 feet; thence, leaving said southerly boundary and along said curve,

Northerly, through a central angle of 2°41'24", an arc distance of 88.13 feet; thence leaving said curve,

North 72°03'31" West, a distance of 435.80 feet to a point on the east line of said Remainder, being the TRUE POINT OF BEGINNING; thence,

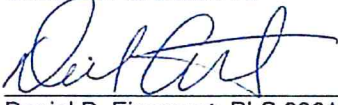
- 1st - North 72°03'31" West, a distance of 294.85 feet; thence,
- 2nd - North 36°28'14" West, a distance of 45.85 feet; thence,
- 3rd - North 61°45'06" West, a distance of 114.40 feet; thence,
- 4th - North 37°27'08" West, a distance of 28.42 feet; thence,
- 5th - North 67°47'53" West, a distance of 600.93 feet to the west line of said Remainder and being the end of said strip.

The sidelines of said strip shall be lengthened or shortened so as to terminate easterly on the east line of said Remainder and westerly on the west line of said Remainder.

Containing 21,689 square feet, more or less.

The legal description hereinabove described is graphically shown on Exhibit B and made a part hereof by reference.

Prepared by: Stantec  
Under the direction of:

 12/20/2019  
Daniel B. Eisengart, PLS 8961  
December 20, 2019  
PN: 2064139400



2019.08.21\_2064139400\_Remainder\_Lot\_WAT\_ESMT.docx



## PLOT DATE: 12/4/2019