

SANTA YNEZ COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors
FROM: Jose Acosta, General Manager
SUBJECT: Acceptance of Easement Deeds for 3100 Horizon Drive, 3099 E. Hwy 246, and 3097 E. Highway 246

Recommendations

1. Adopt Resolution No. 21-06 accepting Easement Deed for 3100 Horizon Drive (Marilyn A. Larson), per the attachment.
2. Adopt Resolution No. 21-07 accepting Easement Deed for 3099 E. Hwy 246 (Lin Li-Lan Lee), per the attachment.
3. Adopt Resolution No. 21-08 accepting Easement Deed for 3097 E. Highway 246 (Donald and Marilyn Hart), per the attachment.
4. Authorize General Manager to sign and complete all necessary escrow documents

Policy Implications

The three easements are necessary to move forward with the Horizon Drive mainline extension project.

Fiscal Implications

The District will pay a total of \$30,020.00 for the procurement of all three required easements. The District will also be responsible for paying all title insurance and recording fees incurred for these three transactions.

Alternatives Considered

None.

Discussion

Three easements are required to move forward with the Horizon Drive project. The easements will be for sewer purposes to lay, construct, use, operate, maintain, reconstruct, alter, add to, repair, replace and remove subsurface pipelines and appurtenances thereto, for the purposes of conveying sewage through, over, under, across the real properties owned by Ms. Larson, Ms. Lee, and Mr. and Mrs. Hart.

The work conducted by Hamner, Jewell and Associates to acquire the easements originated in 2016 and was placed on hold in 2017. The SYCSD Board of Directors approved the recommencement of the work by Hamner, Jewell and Associates on February 19, 2020. Hamner, Jewell and Associates was successful in acquiring the needed easements for all three parcels.

The total cost for all three easements is \$30,020.00. Payment to the Harts and Ms. Larson will be made upon recordation of the deeds with the County Recorder's Office. Payment to Ms. Lee will be made by First American Title upon close of escrow. Staff will proceed with completion, signing and submittals of all documents once the Board has approved adoption of the attached resolutions.

Attachments:

1. Resolution No. 21-07 accepting Easement Deed for 3100 Horizon Drive, Larson
2. Resolution No. 21-08 accepting Easement Deed for 3099 E. Hwy 246, Lin LiLan Lee
3. Resolution No. 21-09 accepting Easement Deed for 3097 E. Hwy 246, Hart
4. Easement Deed from Marilyn A. Larson
5. Easement Deed from Lin LiLan Lee
6. Easement Deed from Donald and Marilyn Hart

RESOLUTION NO. 21-06

**RESOLUTION OF THE SANTA YNEZ COMMUNITY SERVICES
DISTRICT ACCEPTING EASEMENT DEED FOR 3100 HORIZON DRIVE**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA YNEZ
COMMUNITY SERVICES DISTRICT AS FOLLOWS:

That the Easement Deed executed by Marilyn A. Larson, surviving trustee of the 1994 Larson Trust dated June 24, 1994, relating to the property located at 3100 Horizon Drive, Santa Ynez, California (APN 141-350-014) is hereby accepted. The Secretary of the District is hereby authorized and directed to sign the Certificate of Acceptance set forth in said Easement Deed and to record the document in the office of the County Recorder of the County of Santa Barbara, California.

ADOPTED, SIGNED AND APPROVED by the Board of Directors of the Santa Ynez Community Services District on this 16th day of June, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Karen Jones, President
of the Board of Directors

ATTEST

Wendy Berry, Secretary
of the Board of Directors

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

Santa Ynez Community Services District
1070 Faraday Street
Post Office Box 667
Santa Ynez, CA 93460

Exempt from fees under Gov't Code Section 6103
Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

PROJECT: Horizon Sewer Project (APN 141-350-014)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Marilyn A. Larson, Trustee of the 1994 Larson Trust dated June 24, 1994 ("Grantor"),

does hereby grant to

the Santa Ynez Community Services District, a public agency, its successors and assigns,
("Grantee"),

a **permanent easement** and right-of-way (the "Easement") for sewer purposes and the right to lay, construct, use, operate, maintain, reconstruct, alter, add to, repair, replace and remove subsurface pipelines and appurtenances thereto, excluding manholes, but including meters and pumps, for the purpose of conveying sewage through, over, under and across the Easement on the real property owned by Grantor located at 3100 Horizon Drive, Santa Ynez, County of Santa Barbara, California (APN 141-350-014) and described on Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's Land"), together with the right to excavate and refill ditches and trenches for said pipelines and appurtenances, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction or maintenance of said pipelines and appurtenances within the Easement. Said Easement is more particularly described on Exhibit "B" and is depicted by the diagram on Exhibit "C", both of which are attached hereto and incorporated herein by this reference.

Subject to the rights of tenants and occupants of Grantor's Land, from time to time, Grantee and its successors, assigns, agents, employees and contractors shall have the reasonable right of ingress to and egress from the Easement and all pipelines and appurtenances located thereon at all times along the Easement, together with the right to temporarily deposit tools, implements and other materials along the Easement whenever and wherever necessary for the purposes set

forth herein. Throughout the construction and restoration period, Grantee shall assure Grantor's ability to access the Easement on Grantor's Land. Grantee shall further have the right to authorize others to use the Easement for the purposes set forth herein. Any exercise of Grantee's rights hereunder shall be diligently pursued and promptly completed and shall be performed so as to minimize interference with operations on the Easement on Grantor's Land or access to the Easement on Grantor's Land.

Grantor shall, within thirty (30) days after completion of construction, except for a mature Ash tree, restore the surface and landscaping of the area of the Easement to a comparable or better condition than that existed prior to Grantee's construction to the extent reasonably practical. Grantee shall not be required to replace any landscaping which Grantee reasonably determines may restrict Grantee's access to the Easement or damage Grantee's pipeline or appurtenances located within the Easement.

Grantor and Grantee agree that there is one large Ash tree that will be removed within the Easement, and for the removal of the Ash tree located in the easement area, Grantee shall, within thirty (30) days after said removal, plant a 24" box replacement tree of similar kind on Grantor's Property in a location of Grantor's choosing and at least ten feet from the easement area. Grantor grants Grantee permission to enter Grantor's Property for the purposes of performing this work.

With the exception of roadway improvements which are hereby expressly permitted by this Easement Deed, Grantor and Grantor's successors shall not, without Grantee's prior written consent, install or permit to be installed subsequent to the date hereof any surface or subsurface improvements or pipelines ("Subsequent Improvements") within the Easement which will materially (a) restrict Grantee's access to the Easement or any pipelines or appurtenances located therein, (b) increase Grantee's cost of installing, maintaining or repairing its pipelines or appurtenances, or (c) otherwise interfere with Grantee's exercise of its rights hereunder. In the event Grantee incurs additional costs in connection with the exercise of its rights hereunder due to the presence of Subsequent Improvements which Grantor or Grantor's successor installed or permitted to be installed without Grantee's prior written consent, such additional costs shall be promptly paid to Grantee by Grantor, or Grantor's successor, upon demand therefor by Grantee. The term "Subsequent Improvement" as used herein shall include, but shall not be limited to, permanent or temporary physical improvements (with the exception of roadways), as well as trees, bushes and other landscaping which may (i) restrict access to, (ii) cause root intrusion into, or (iii) cause the movement of Grantee's pipelines and appurtenances within the Easement.

AND

Grantor hereby grants to Grantee a **temporary construction easement ("Temporary Construction Easement")** for the purposes of facilitating construction of improvements on the Easement referenced above and to replace/restore the Temporary Construction Easement on Grantor's Land impacted by Grantee's construction, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, along and across that certain portion of the real property that is more particularly described on Exhibit "D" and is depicted by the diagram on Exhibit "E", both of which are attached hereto and incorporated herein by this

reference. Said Temporary Construction Easement shall commence thirty (30) days after issuance by Grantee of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate two (2) months after commencement of construction or upon completion of construction and restoration work, whichever occurs first. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2022, unless extended by specific written consent of the parties hereto. Within thirty (30) day after completion of construction, Grantor shall restore the surface and landscaping of the area of the Temporary Construction Easement to a comparable or better condition than that existed prior to Grantee's construction, to the extent reasonably practical.

Grantee shall be liable to Grantor for all damages caused by Grantee in the exercise of any of its rights hereunder, in the grant of the Easement and Temporary Construction Easement to Grantee. Grantee agrees to be solely liable for any loss or damage to any tools, implements or materials of Grantee left at Grantor's Land, unless such loss or damage is caused by the negligence or willful misconduct of Grantor. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Easement Deed.

GRANTOR

Marilyn A. Larson, Trustee of the 1994 Larson Trust dated June 24, 1994

By: Marilyn A. Larson
Marilyn A. Larson, Trustee

ACKNOWLEDGMENT

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.

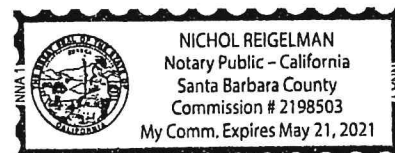
State of California)
County of Santa Barbara)

On April 16, 2021 before me, Nichol Reigelman, Notary Public, personally appeared Marilyn A. Larson, 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 Nichol Reigelman (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Easement Deed to the Santa Ynez Community Services District, a public agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the District pursuant to authority conferred by resolution of the Board of Directors adopted on _____, 2021, and the District consents to recordation thereof by its duly authorized officer.

Dated: _____

Wendy Berry, Board Secretary

PARCEL NO.: 141-350-014
PROJECT: Santa Ynez CSD/Horizon Road Sewer Project
OWNER: Larson Trust

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into by and between

Marilyn A. Larson, surviving trustee of the 1994 Larson Trust dated June 24, 1994, hereinafter called "Grantor," and

Santa Ynez Community Services District, a public agency, its successors and assigns, hereinafter called "District."

An Easement Deed covering the property rights granted to the District by Grantor with respect to Grantor's property located at 3100 Horizon Drive, Santa Ynez, California (the "Property"), has been executed concurrently with this Agreement and delivered to District representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. Except as set forth in the Easement Deed, the parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Easement Deed and shall relieve the District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement (hereinafter referred to as the "Project").

2. The District shall:

A. PAYMENT - Pay to the order of the Grantor the sum of Eight Thousand Two Hundred Twenty Dollars (\$8,220.00) as consideration in full for the real property interests being conveyed in the referenced Easement Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to said real property interests has vested in District.

B. MISCELLANEOUS COSTS - Pay all title insurance, and recording fees incurred in this transaction.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bonds, demands, delinquent taxes due, if any, together with penalties and interest thereon, if any, and/or delinquent and unpaid non-delinquent assessments which have become a lien if any.

D. CONSTRUCTION AND RESTORATION - Shall, upon completion of construction, within the timeline and standard set forth in the Easement Deed, restore the surface of the easement

areas described in the referenced Easement Deed and excepting the Ash tree. For the removal of the Ash tree located in the easement area, District shall plant a 24" box replacement tree of similar kind on Grantor's Property in a location of Grantor's choosing and at least ten feet from the easement area. Grantor grants District permission to enter Grantor's Property for the purposes of performing this work.

District will require its contractor to implement dust control measures throughout the construction period to minimize dust during Project construction. When practical, dusty materials in piles or in transit shall be covered to prevent blowing dust.

Project construction work on Grantor's Property shall not commence before 8:00 am and cease at 5:00pm and shall be limited to Monday through Friday unless agreed otherwise in writing by Grantor.

Block walls and/or fencing affected by the Project will be protected in place or replaced in kind with like kind materials.

All restoration work shall be completed within the two-month temporary construction easement timeframe.

No manholes for this Project will be installed on Grantor's Property.

E. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by District or its officers, employees or agents specifically arising from District's Project construction and restoration work on the Property.

F. RECORDATION OF INSTRUMENT - Accept the Easement Deed herein referenced and cause the same to be recorded in the office of the Santa Barbara County Recorder at such time as when clear title can be conveyed to the District.

3. The Grantor:

A. LEASE INDEMNIFICATION - Warrants there are no oral or written leases of all or any portion of the easement areas described in the referenced Easement Deed, or if there are any such leases, Grantor agrees to hold the District harmless and reimburse District for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

B. PERMISSION TO ENTER - Hereby grants to the District, its agents and contractors, permission to enter upon the easement areas described in the referenced Easement Deed prior to the recording of the deed for the purposes of preparation for and construction of the District's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Easement Deed. The rights granted herein include authorization to conduct pre-construction surveys and soil sampling and testing. If at any time prior to the installation of District's sewerline and related facilities within the easement areas described in the referenced Easement Deed, as to recording of the Easement Deed, District discovers any physical condition of the Property, including but not limited to evidence of contamination by hazardous materials, which District deems unacceptable, District may unilaterally terminate this Agreement by giving written

notice to Grantor, without any further obligations or liabilities related hereto other than to restore the Property in compliance with the terms and conditions of the Easement Deed.

C. GRANTOR'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY – Hereby represents and warrants that to the best of Grantor's knowledge and belief, throughout the period of ownership of the Property by Grantor, there has been no spill, discharge, release, cleanup or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the Grantor, its employees, and/or agents on or around the Property. Further, Grantor agrees to disclose to District, all studies, reports, and investigations, known to Grantor, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Property.

4. The Parties agree:

A. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

B. SUCCESSORS AND ASSIGNS - This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

C. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

D. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

E. COMPLETE UNDERSTANDING - Except for the Easement Deed, this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the Board of the District. This Agreement is not binding upon the District until executed by the appropriate District official(s) acting in their authorized capacity.

G. RIGHT OF RESCISSION - In the event the District does not award a bid for the construction of the Project within one (1) year after the date this Agreement is fully executed by the parties hereto, the District may, in its sole discretion, rescind this Agreement by written notice to Grantor. Upon such rescission, all documents and funds shall be returned to the party who delivered or deposited same, and the parties shall have no further rights or obligations to each other hereunder.

H. ATTORNEYS FEES - The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:

Marilyn A. Larson, surviving trustee of the 1994 Larson Trust dated June 24, 1994

By: Marilyn A. Larson
Marilyn A. Larson, Trustee

Date: 4-16-2021

GRANTOR'S MAILING ADDRESS:

3100 Horizon Drive
Santa Ynez, CA 93460

DISTRICT:

Santa Ynez Community Services District

By: _____
Name: Jose Acosta
Title: General Manager

Date: _____

DISTRICT'S MAILING ADDRESS:

Santa Ynez Community Services District
1070 Faraday Street
Post Office Box 667
Santa Ynez, CA 93460

RESOLUTION NO. 21-07

**RESOLUTION OF THE SANTA YNEZ COMMUNITY SERVICES
DISTRICT ACCEPTING EASEMENT DEED FOR 3099 E. HIGHWAY 246**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA YNEZ
COMMUNITY SERVICES DISTRICT AS FOLLOWS:

That the Easement Deed executed by Lin Lilan Lee, relating to the property located at 3099 E. Highway 246, Santa Ynez, California (APN 141-201-016) is hereby accepted. The Secretary of the District is hereby authorized and directed to sign the Certificate of Acceptance set forth in said Easement Deed and to record the document in the office of the County Recorder of the County of Santa Barbara, California.

ADOPTED, SIGNED AND APPROVED by the Board of Directors of the Santa Ynez Community Services District on this 16th day of June, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Karen Jones, President
of the Board of Directors

ATTEST

Wendy Berry, Secretary
of the Board of Directors

PARCEL NO.: 141-201-016
PROJECT: Santa Ynez CSD – Horizon Drive Sewer
OWNER: Lee
ESCROW NO.: 4201-5395866

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between

LIN LILAN LEE, an unmarried woman, as her sole and separate property, who acquired title as LIN LI-LAN LEE aka LI-LAN LIN LEE, an unmarried woman, as her sole and separate property, hereinafter called "Grantor," and SANTA YNEZ COMMUNITY SERVICES DISTRICT, a public agency, its successors and assigns, hereinafter called "District."

An Easement Deed covering the property rights granted to the District by Grantor with respect to Grantor's property located at 3099 E. Highway 246, Santa Ynez, California (the "Property"), has been executed concurrently with this Agreement and delivered to District representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. Except as set forth in the Easement Deed, the parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Easement Deed and shall relieve the District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement (hereinafter referred to as the "Project").

2. The District shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **Sixteen Thousand Three Hundred Fifty Dollars (\$16,350)**, as consideration in full for the real property interests being conveyed in the referenced Easement Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid upon the close of escrow, which shall occur when title to said real property interests has vested in District free and clear of all liens, encumbrances, assessments, easements and leases, recorded or unrecorded, except for recorded public utility easements and public rights of way, or other title exceptions expressly approved in writing by District.

B. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bonds, demands, delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

D. PROPERTY RESTORATION – Shall, upon completion of construction, generally restore the surface of the easement areas described in the referenced Easement Deed to a comparable or better condition than that which existed prior to District’s Project construction, to the extent reasonably practical, as more particularly set forth in, and subject to the terms of, the Easement Deed.

E. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by District or its officers, employees or agents specifically arising from District’s Project construction and restoration work on the Property.

F. RECORDATION OF INSTRUMENT - Accept the Easement Deed herein referenced and cause the same to be recorded in the office of the Santa Barbara County Recorder at such time as when clear title can be conveyed to the District.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer or District in obtaining subordination agreements from any and all creditors holding liens against said Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases of all or any portion of the easement areas described in the referenced Easement Deed, or if there are any such leases, Grantor agrees to hold the District harmless and reimburse District for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the District, its agents and contractors, permission to enter upon the easement areas described in the referenced Easement Deed prior to the close of escrow for the purposes of preparation for construction of the District’s facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Easement Deed. The rights granted herein include authorization to conduct pre-construction surveys and soil sampling and testing. If at any time prior to the installation of District’s sewerline and related facilities within the easement areas described in the referenced Easement Deed, and prior to the close of escrow, District discovers any physical condition of the Property, including but not limited to evidence of contamination by hazardous materials, which District deems unacceptable, District may unilaterally terminate this Agreement and cancel the escrow, by giving written notice to Grantor and escrow holder, without any further obligations or liabilities related hereto other than to restore the Property to a comparable condition as that which existed prior to District’s entry.

D. GRANTOR'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY – Hereby represents and warrants that to the best of Grantor's knowledge and belief, throughout the period of ownership of the Property by Grantor, there has been no spill, discharge, release, cleanup or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the Grantor, its employees, and/or agents on or around the Property. Further, Grantor agrees to disclose to District, prior to the close of escrow, all studies, reports, and investigations, known to Grantor, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Property.

4. The Parties agree:

A. ESCROW – At District's option, to open an escrow in accordance with this Agreement at an escrow company of District's choice. In an escrow is used, this Agreement constitutes the joint escrow instructions of District and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time after the award by the District of a contract for the construction of the Project.

As soon as possible after opening of escrow, District will deposit the Easement Deed executed by Grantor, with Certificate of Acceptance executed by District attached, with Escrow Agent on Grantor's behalf. District agrees to deposit the purchase price upon demand of Escrow Agent. District and Grantor agree to promptly deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between District and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after the sewerline easement conveyance is completed.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
- a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's Land subject to this transaction as required to convey clear title.
 - b) Pay and charge District for any escrow fees, charges and costs payable under paragraph 2.B. of this Agreement.
 - c) Disburse funds and record the Easement Deed when conditions of this escrow have been fulfilled by District and Grantor.
 - d) Following recording of the Easement Deed from Grantor, provide District with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$16,350

issued by First American Title Company, showing that title to the herein referenced easements is vested in District, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

- 1) Real Property Taxes for the fiscal year in which escrow closes;
 - 2) Public utility easements and public rights of way;
 - 3) Other items that may be approved by District in writing in advance of the close of escrow.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE AFTER THE AWARD BY THE DISTRICT OF A CONTRACT FOR THE CONSTRUCTION OF THE PROJECT. If (except for deposit of money by District, which shall be made by District upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within one (1) year after the date this Agreement is fully executed by the parties hereto, any party who then shall have fully complied with these instructions may, in writing, demand the return of its money or property; but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at their respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

B. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

C. SUCCESSORS AND ASSIGNS - This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

D. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

E. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

F. COMPLETE UNDERSTANDING – Except for the Easement Deed, this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

G. BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the Board of the District. This Agreement is not binding upon the District until executed by the appropriate District official(s) acting in their authorized capacity.

H. RIGHT OF RESCISSION - In the event the District does not award a bid for the construction of the Project within one (1) year after the date this Agreement is fully executed by the parties hereto, the District may, in its sole discretion, rescind this Agreement by written notice to Grantor. Upon such rescission, all documents and funds shall be returned to the party who delivered or deposited same, and the parties shall have no further rights or obligations to each other hereunder.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:



Lin Lilan Lee, who acquired title as
Lin Li-Lan Lee aka Li-Lan Lin Lee

Date: 01/08/21

MAILING ADDRESS OF GRANTOR:
3099 Mission Drive
Santa Ynez, CA 93460

DISTRICT:

Santa Ynez Community Services District



Jose Acosta
General Manager

Date: 1/12/21

MAILING ADDRESS OF District:
Santa Ynez Community Services District
1070 Faraday
P.O. Box 667
Santa Ynez, CA 93460

RECORDING REQUESTED BY:
Hamner, Jewell & Associates
Government Real Estate Services

AND WHEN RECORDED RETURN TO:

Santa Ynez Community Services District
1070 Faraday
P.O. Box 667
Santa Ynez, CA 93460

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

PROJECT: Horizon Sewer Project
APN 141-201-016

4201-5395866 LB

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LIN LILAN LEE, an unmarried woman, as her sole and separate property, who acquired title as LIN LI-LAN LEE aka LI-LAN LIN LEE, an unmarried woman, as her sole and separate property ("Grantor"),

does hereby grant to

the SANTA YNEZ COMMUNITY SERVICES DISTRICT, a public agency, its successors and assigns ("Grantee"),

a **permanent easement** and right-of-way for sewer purposes and the right to lay, construct, use, operate, maintain, reconstruct, alter, add to, repair, replace and remove subsurface pipelines and appurtenances thereto, including manholes, meters and pumps, for the purpose of conveying sewage through, over, under and across the real property owned by Grantor located at 3099 E. Highway 246, Santa Ynez, California (APN 141-201-016) and described on Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's Land"), together with the right to excavate and refill ditches and trenches for said pipelines and appurtenances, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction or maintenance of said pipelines and appurtenances (the "Easement"). Said Easement is more particularly described on Exhibit "B" and is depicted by the diagram on Exhibit "C", both of which are attached hereto and incorporated herein by this reference.

Subject to the rights of tenants and occupants of Grantor's Land, from time to time, Grantee and its successors, assigns, agents, employees and contractors shall have the reasonable right of

ingress to and egress from the Easement and all pipelines and appurtenances located thereon at all times along the Easement and on existing driveways, together with the right to temporarily deposit tools, implements and other materials thereon whenever and wherever necessary for the purposes set forth herein. Throughout the construction and restoration period, Grantee shall assure Grantor's ability to access Grantor's Land. Grantee shall further have the right to authorize others to use the Easement for the purposes set forth herein. Any exercise of Grantee's rights hereunder shall be diligently pursued and promptly completed and shall be performed so as to minimize interference with operations on Grantor's Land or access to Grantor's Land.

AND

Grantor hereby grants to Grantee a **temporary construction easement** (the "Temporary Construction Easement") for the purposes of facilitating construction of improvements on the Easement referenced above and to replace/restore on Grantor's Land the driveway impacted by Grantee's construction, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, along and across that certain portion of Grantor's Land that is more particularly described on Exhibit "D" and is depicted by the diagram on Exhibit "E", both of which are attached hereto and incorporated herein by this reference. Said Temporary Construction Easement shall commence thirty (30) days after issuance by Grantee of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate two (2) months after commencement or upon completion of construction and restoration work, whichever occurs first. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2022, unless extended by specific written consent of the parties hereto.

Subject to the limitations set forth below, Grantee shall be liable to Grantor for all damage caused by Grantee in the exercise of any of its rights hereunder, and Grantee agrees to, restore all roadways and repair all unimproved surfaces as nearly as possible to their grade and condition immediately prior to the exercise of any rights granted herein. Grantee agrees to be solely liable for any loss or damage to any tools, implements or materials left at Grantor's Land, unless such loss or damage is caused by the negligence or willful misconduct of Grantor. Grantee further agrees to replace or repair landscaping which is damaged by Grantee in the exercise of any of its rights hereunder; provided, however, that (i) Grantee shall not be required to replace mature trees or other mature landscaping with specimens of similar age, size or maturity, but Grantee shall instead be entitled to select such replacement specimens and size as Grantee deems to be reasonable under the circumstances; and (ii) Grantee shall not be required to replace any landscaping which Grantee reasonably determines may restrict Grantee's access to the Easement or damage Grantee's pipelines or appurtenances located within the Easement.

With the exception of roadway improvements which are hereby expressly permitted by this Easement Deed, Grantor and Grantor's successors shall not, without Grantee's prior written consent, install or permit to be installed subsequent to the date hereof any surface or subsurface improvements or pipelines ("Subsequent Improvements") within the Easement which will materially (a) restrict Grantee's access to the Easement or any pipelines or appurtenances located therein, (b) increase Grantee's cost of installing, maintaining or repairing its pipelines or

appurtenances, or (c) otherwise interfere with Grantee's exercise of its rights hereunder. In the event Grantee incurs additional costs in connection with the exercise of its rights hereunder due to the presence of Subsequent Improvements which Grantor or Grantor's successor installed or permitted to be installed without Grantee's prior written consent, such additional costs shall be promptly paid to Grantee by Grantor, or Grantor's successor, upon demand therefor by Grantee. The term "Subsequent Improvement" as used herein shall include, but shall not be limited to, permanent or temporary physical improvements (with the exception of roadways), as well as trees, bushes and other landscaping which may (i) restrict access to, (ii) cause root intrusion into, or (iii) cause the movement of Grantee's pipelines and appurtenances within the Easement.

GRANTOR

Lin Lilan Lee

Lin Lilan Lee who acquired title as
Lin Li-Lan Lee aka Li-Lan Lin Lee aka Lin Lilan Lee

ACKNOWLEDGMENT

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.

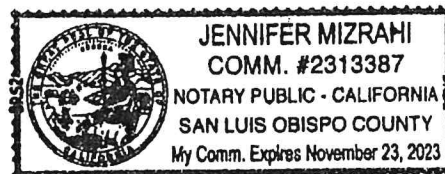
State of California
County of Santa Barbara

On January 8, 2021 before me, Jennifer Mizrahi,
Notary Public, personally appeared Lin Lilan Lee, 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 Jennifer M. Mizrahi (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Easement Deed to the Santa Ynez Community Services District, a governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the District pursuant to authority conferred by resolution of the Board of Directors adopted on _____, 2021, and the District consents to recordation thereof by its duly authorized officer.

Dated: _____

Wendy Berry, Board Secretary

EXHIBIT "A"

Description of Grantor's Land

PARCEL "A" OF PARCEL MAP NO. 11,662, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 11, PAGE 14 OF PARCELS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED WITHIN THE WEST HALF OF LOT 2 IN TRACT 3 OF THE SUBDIVISION OF THE CANADA DE LOS PINOS OR COLLEGE RANCH, AS SHOWN ON THE MAP FILED IN RACK 3 AS MAP NO. 4, IN THE OFFICE OF THE SAID COUNTY RECORDER AS SAID WEST HALF WAS CONVEYED TO EMMA V. FOOTE DY DEED RECORDED MARCH 7, 1889 IN BOOK 24, PAGE 34 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER.

(ASSESSOR'S PARCEL NO. 141-201-016)

EXHIBIT "B"

Permanent Sewer Facilities Easement Legal Description

That portion of Parcel "A" of Parcel Map No. 11,662 in the County of Santa Barbara, State of California as shown on the map filed in Book 11, at Page 14 of Parcel Maps in the office of the Recorder of said County, more particularly described as follows:

A 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Commencing at the northwesterly corner of said Parcel "A";

Thence, along the northerly boundary of said Parcel "A", South 89° 39' 34" East 5.00 feet, to the **True Point of Beginning**;

Thence, South 02° 22' 39" East 302.46 feet, to the Point of terminus of the 10' wide easement recorded in document number 2020-0027468 of Official Records of said County;

The sidelines of said strip shall be lengthened or shortened, as to begin on the northerly boundary of Parcel A, and the southerly sidelines with the northerly sidelines of said easement (2020-0027468).

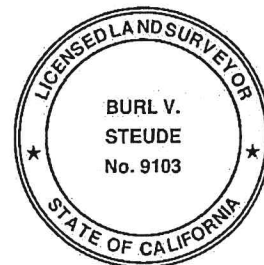
Said strip of land contains 3,023 square feet, more or less.

See the attached Exhibit "C", Herein referenced and made part hereof.

End Description

Prepared by: _____

Burl Steude, PLS 9103



Date: 11/20/2020

APN 141-201-067
LOT 4 OF TRACT 13566
(129 MAPS 78)

APN 141-201-015
PARCEL B
OF PARCEL MAP 11662
(11 P.M. 14)

S89° 39' 34"E 5.00'

TRUE POINT OF BEGINNING

20' WIDE ROAD AND P.U.E.
PER 11 P.M. 14

CENTER LINE 10' WIDE
PERMANENT SEWER
FACILITIES EASEMENT
(3,023 SQ. FT.)

APN 141-201-068
LOT 5 OF TRACT 13566
(129 MAPS 78)

APN 141-201-016
PARCEL A
OF PARCEL MAP 11662
(11 P.M. 14)

APN 141-201-018
INST. NO. 1986-058824 O.R.
(RS 119/17)

S2° 22' 39"E 302.46'

10.00'

10' WIDE SEWER
EASEMENT PER
(DOC# 2020-0027468)

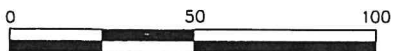
N0° 43' 40"W 35.30'

APN 141-201-017
(RS 36/22)

N89° 42' 55"E 2.46'

L=17.21, R=1450.00
•≈0°40'49"

S T A T E H I G H W A Y 2 4 6



1 INCH = 50 FEET

EXHIBIT "C"
PERMANENT SEWER FACILITIES EASEMENT
SANTA YNEZ, CALIFORNIA

DRAWN BY BVS	CHECKED BY RBP	SCALE 1" = 50'	DATE 11/20/2020
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F:\proj\2004\040525\040525.03\3 Project Design\Survey\Master Drawings\040525-03EX-AC 2020-11-20.dwg 11-20-20 12:24:38 PM buris

EXHIBIT "D"

Temporary Construction Easement Legal Description

That portion of Parcel "A" of Parcel Map No. 11,662 in the County of Santa Barbara, State of California as shown on the map filed in Book 11, at Page 14 of Parcel Maps in the office of the Recorder of said County, more particularly described as follows:

Commencing at the northwesterly corner of said Parcel "A";

Thence, along the northerly boundary of said Parcel "A", South 89° 39' 34" East 10.01 feet, to the **True Point of Beginning**;

Thence, continue along the northerly boundary of said Parcel "A", South 89° 39' 34" East, 14.99 feet;

Thence, leaving said northerly line, South 0° 17' 05" West 14.30 feet,

Thence, South 45° 16' 07" West 12.60 feet,

Thence, South 02° 22' 39" East 278.81 feet,

Thence, South 86° 47' 54" West 5.00 feet,

Thence, North 02° 22' 39" West 302.30 feet to the **True Point of Beginning**.

Said strip of land contains 1,691 square feet, more or less.

See the attached Exhibit "E", Herein referenced and made part hereof.

End Description

Prepared by: 
Burl Steude, PLS 9103

Date: 11/20/2020



APN 141-201-067
LOT 4 OF TRACT 13566
(129 MAPS 78)

APN 141-201-015
PARCEL B
OF PARCEL MAP 11662
(11 P.M. 14)

S89° 39' 34"E 10.01' — TRUE POINT OF BEGINNING
S89° 39' 34"E 14.99'

S0° 17' 05"W 14.30'

S45° 16' 07"W 12.60'

20' WIDE ROAD AND P.U.E.
PER 11 P.M. 14

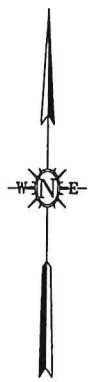
5.0' WIDE TEMPORARY
CONSTRUCTION
EASEMENT
(1691 SQ. FT.)

CENTER LINE 10' WIDE
PERMANENT SEWER
FACILITIES EASEMENT
(3,023 SQ. FT.)

APN 141-201-068
LOT 5 OF TRACT 13566
(129 MAPS 78)

10.0' WIDE PERMANENT
SEWER FACILITIES
EASEMENT
(3023 SQ. FT.)

APN 141-201-018
INST. NO. 1986-058824 O.R.
(RS 119/17)



N2° 22' 39"W 302.30'
S2° 22' 39"E 278.81'

APN 141-201-016
PARCEL A
OF PARCEL MAP 11662
(11 P.M. 14)

APN 141-201-017
(RS 36/22)

10' WIDE SEWER
EASEMENT PER
(DOC# 2020-0027468)

S86° 47' 54"W 5.00'

S T A T E H I G H W A Y 2 4 6



1 INCH = 50 FEET

EXHIBIT "E"
TEMPORARY EASEMENT
SANTA YNEZ, CALIFORNIA

DRAWN BY BVS	CHECKED BY RBP	SCALE 1" = 50'	DATE 11/20/2020
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HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459

Writer's email address: cspringford@hamner-jewell.com

TITLE ACCEPTANCE FORM

Directions: *Client (Buyer) to review and return. Confirm those title encumbrances identified as "Exception Accepted" are acceptable, to which new real property rights will be acquired "subject to." Confirm those items that are not acceptable and must be cleared prior to the closing of the purchase transaction.*

PROJECT: Santa Ynez Community Services District - Horizon Drive Sewer

PARCEL: AP# 141-201-016 (Lee)

Preliminary Report # 4201-5395866, dated November 19, 2020

First American Title Company (see attached)

PROPERTY TO BE ACQUIRED ALL [] PART []

Permanent Easements for sewer line:

3,023± sq. ft.

Temporary Construction Easement(s) [] Exclusive [] Non-Exclusive

1,691± sq. ft.

Duration: 2 months

I <u>Listed Title Exceptions</u>	II <u>Exception Accepted</u>	III <u>Clearance Required</u>
1. Property taxes 2020-2021	X	
2. Item deleted	X	
3. Supplemental taxes, if any	X	
4. An easement for acquiring, completing, construction, reconstruction, repairing, maintaining and operating water mains, hydrants, valves and appurtenances and incidental purposes, recorded April 27, 1962 as instrument no. 17234, Book 1922, Page 795 in favor of the Santa Ynez River Water Conservation District over the southerly 20 feet of said land	X	
5. An easement shown or dedicated on the map referred to in the legal description for road and public utilities and incidental purposes	X	
6. An easement for ingress, egress and public utilities and incidental purposes, recorded August 1, 1977, Instrument no. 77-38411 in favor of Anthony Lebo and Jelica Lebo over a strip of land 20 feet in width over the westerly portion of said land	X	
7. An easement for public utilities and incidental purposes, recorded March 2, 1979 as instrument no. 79-9638 in favor of Pacific Gas and Electric Company over the westerly 20 feet of said land	X	
8. An easement for public utilities and incidental purposes, recorded April 25, 1979 as instrument no. 79-17908 in favor of General Telephone Company over the west 3 feet of said land	X	


9. An easement for public utilities and incidental purposes, recorded August 23, 1979 as instrument no. 79-39363 in favor of HJ Investments over a strip of land 20 feet in width over the westerly portion of said land	X	
10. An easement for ingress, egress and public utilities and incidental purposes, recorded May 25, 1984 as instrument no. 84-27891 in favor of John Johnson and Allan Hvolboll over the westerly 20 feet of said land	X	
11. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act of 1930 or the Packers and Stockyards Act or similar state laws	X	
12. Rights of the public in and to that portion of land lying within any Road, Street, Alley or Highway	X	
13. Water rights, claims or title to water, whether or not shown by the public records	X	
14. The new lender, if any, for this transaction may [not] be a Non-Institutional lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.	X	
15. Prior to closing, the Company must confirm whether the county recording office in the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.	X	
16. Right of parties in possession	X	
17. Any statutory lien for labor or materials arising by reason of a work of improvement, as disclosed by a notice of completion recorded May 21, 2020 as instrument no. 2020-25067, reflecting a completion date of March 23, 2020	X	
18. The terms, provisions and easement(s) contained in the document entitled "Grant of Rights in sewer facilities" recorded June 4, 2020 as instrument no. 2020-27467	X	
19. The terms, provisions and easement(s) contained in the document entitled "Easement Deed" recorded June 4, 2020 as instrument no. 2020-27468	X	

*** Asterisk appears next to exceptions that HJA recommends having plotted.**

Note: Please have your engineers review this title exception form (and associated recorded title documents) and confirm that there are no physical conflicts between the Agency's planned project improvements and existing easement rights held by other entities. If there is no project conflict with any existing or future facilities within such easement areas and existing facilities will be protected in place and deemed compatible with the project planned improvements, without obstruction, please 'X' Column II Exception Accepted. If there is a conflict with the project plans and these "prior rights" must be cleared in order to construct the project without conflict, please check Column III Clearance Required when completing this form.

This is to confirm that it is the intent of the undersigned agency to acquire title to the property rights sought in the referenced parcel(s) subject to each of the items listed in Column II above. Hamner, Jewell & Associates, and title and escrow, if applicable, are hereby requested to pursue subordinations, partial reconveyances, quitclaims or other applicable releases in order to clear any items marked in Column III, above, prior to closing.

Santa Ynez Community Service District



Jose Acosta
General Manager

Date 1/13/21

RESOLUTION NO. 21-08

**RESOLUTION OF THE SANTA YNEZ COMMUNITY SERVICES
DISTRICT ACCEPTING EASEMENT DEED FOR 3097 E. HIGHWAY 246**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA YNEZ
COMMUNITY SERVICES DISTRICT AS FOLLOWS:

That the Easement Deed executed by Donald F. Hart and Marilyn A. Hart, Trustees of the Hart Family Trust under declaration of trust dated May 25, 2011, relating to the property located at 3097 E. Highway 246, Santa Ynez, California (APN 141-201-015) is hereby accepted. The Secretary of the District is hereby authorized and directed to sign the Certificate of Acceptance set forth in said Easement Deed and to record the document in the office of the County Recorder of the County of Santa Barbara, California.

ADOPTED, SIGNED AND APPROVED by the Board of Directors of the Santa Ynez Community Services District on this 16th day of June, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Karen Jones, President
of the Board of Directors

ATTEST

Wendy Berry, Secretary
of the Board of Directors

PARCEL NO.: 141-201-015
PROJECT: Santa Ynez CSD/Horizon Road Sewer Project
OWNER: Donald F. and Marilyn A. Hart, Trustees

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into by and between

Donald F. Hart and Marilyn A. Hart, Trustees of the Hart Family Trust under declaration of trust dated May 25, 2011, hereinafter called "Grantor," and

Santa Ynez Community Services District, a public agency, its successors and assigns, hereinafter called "District."

An Easement Deed covering the property rights granted to the District by Grantor with respect to Grantor's property located at 3097 E. Highway 246, Santa Ynez, California (the "Property"), has been executed concurrently with this Agreement and delivered to District representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. Except as set forth in the Easement Deed, the parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said Easement Deed and shall relieve the District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement (hereinafter referred to as the "Project").

2. The District shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **Five Thousand Four Hundred Fifty Dollars (\$5,450)**, as consideration in full for the real property interests being conveyed in the referenced Easement Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to said real property interests has vested in District.

B. MISCELLANEOUS COSTS - Pay all title insurance, and recording fees incurred in this transaction.

C. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bonds, demands, delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien.

D. PROPERTY RESTORATION - Upon completion of construction, except for landscaping, generally restore the surface of the easement areas described in the referenced Easement Deed to a comparable or better condition than that which existed prior to District's Project

construction, to the extent reasonably practical, as more particularly set forth in, and subject to the terms of, the Easement Deed. Grantor grants District permission to enter Grantor's Property for the purpose of trimming the bushes along the western edge of the Property line as reasonably necessary.

Project construction work on Grantor's Property shall not commence before 8:00 am and shall be limited to Monday through Friday unless agreed otherwise in writing by Grantor.

District shall have its contractors maintain access to Grantor's Property at all times during Project construction.

E. INDEMNIFICATION – Indemnify, defend and hold harmless Grantor from any and all claims, damages, costs (including attorneys' fees), judgments, or liability caused by District or its officers, employees or agents specifically arising from District's Project construction and restoration work on the Property.

F. RECORDATION OF INSTRUMENT - Accept the Easement Deed herein referenced and cause the same to be recorded in the office of the Santa Barbara County Recorder at such time as when clear title can be conveyed to the District.

3. The Grantor:

A. LEASES - Warrants there are no oral or written leases of all or any portion of the easement areas described in the referenced Easement Deed.

B. PERMISSION TO ENTER - Hereby grants to the District, its agents and contractors, permission to enter upon the easement areas described in the referenced Easement Deed prior to the recording of the deed for the purposes of preparation for and construction of the District's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Easement Deed. The rights granted herein include authorization to conduct pre-construction surveys and soil sampling and testing. If at any time prior to the installation of District's sewerline and related facilities within the easement areas described in the referenced Easement Deed, recording of the Easement Deed, District discovers any physical condition of the Property, including but not limited to evidence of contamination by hazardous materials, which District deems unacceptable, District may unilaterally terminate this Agreement by giving written notice to Grantor without any further obligations or liabilities related hereto other than to restore the Property to a comparable condition as that which existed prior to District's entry.

C. GRANTOR'S KNOWLEDGE OF THE ENVIRONMENTAL CONDITIONS OF THE PROPERTY – Hereby represents and warrants that to the best of Grantor's knowledge and belief, throughout the period of ownership of the Property by Grantor, there has been no spill, discharge, release, cleanup or contamination of or by any hazardous or toxic waste or substance used, generated, treated, stored, disposed of or handled by the Grantor, its employees, and/or agents on or around the Property. Further, Grantor agrees to disclose to District, all studies, reports, and investigations, known to Grantor, concerning any pollution, toxic building materials or toxic hazardous substances or wastes located at, on, or under the Property.

D. INDEMNIFICATION – Agrees to indemnify, defend and hold harmless Grantee from any and all claims, damages, costs (including attorneys’ fees), judgments, or liability arising from (i) any oral or written leases of all or any portion of the easement areas described in the referenced Easement Deed, or (ii) any mortgage or deed of trust encumbering the Property which is senior to the Easement Deed.

4. The Parties agree:

A. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

B. SUCCESSORS AND ASSIGNS - This Agreement shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

C. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

D. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

E. COMPLETE UNDERSTANDING - Except for the Easement Deed, this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

F. BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the Board of the District. This Agreement is not binding upon the District until executed by the appropriate District official(s) acting in their authorized capacity.

G. RIGHT OF RESCISSION - In the event the District does not award a bid for the construction of the Project within one (1) year after the date this Agreement is fully executed by the parties hereto, the District may, in its sole discretion, rescind this Agreement by written notice to Grantor. Upon such rescission, all documents and funds shall be returned to the party who delivered or deposited same, and the parties shall have no further rights or obligations to each other hereunder.

H. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages

for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:

Donald F. Hart and Marilyn A. Hart, Trustees of the Hart Family Trust under declaration of trust dated May 25, 2011

By: Donald F. Hart
Donald F. Hart, Trustee

Date: 4-7-21

By: Marilyn A. Hart
Marilyn A. Hart, Trustee

Date: 4-7-21

GRANTOR'S MAILING ADDRESS:

Donald F. and Marilyn A. Hart, Trustees
3097 E. Highway 246
Santa Ynez, CA 93460

DISTRICT:

Santa Ynez Community Services District

By: _____
Name: Jose Acosta
Title: General Manager

Date: _____

DISTRICT'S MAILING ADDRESS:

Santa Ynez Community Services District
1070 Faraday Street
Post Office Box 667
Santa Ynez, CA 93460

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

Santa Ynez Community Services District
1070 Faraday Street
Post Office Box 667
Santa Ynez, CA 93460

Exempt from fees under Gov't Code Section 6103
Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

PROJECT: Horizon Sewer Project (APN 141-201-015)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Donald F. Hart and Marilyn A. Hart, Trustees of the Hart Family Trust under declaration of trust dated May 25, 2011 ("Grantor"),

does hereby grant to

the Santa Ynez Community Services District, a public agency, its successors and assigns, ("Grantee"),

a **permanent easement** and right-of-way for sewer purposes and the right to lay, construct, use, operate, maintain, reconstruct, alter, add to, repair, replace and remove subsurface pipelines and appurtenances thereto, including manholes, meters and pumps, for the purpose of conveying sewage through, over, under and across the real property owned by Grantor located at 3097 E. Highway 246, Santa Ynez, County of Santa Barbara, California (APN 141-201-015) and described on Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's Land"), together with the right to excavate and refill ditches and trenches for said pipelines and appurtenances, and the further right to trim trees, bushes, undergrowth and other obstructions interfering with the location, construction or maintenance of said pipelines and appurtenances (the "Easement"). Said Easement is more particularly described on Exhibit "B" and is depicted by the diagram on Exhibit "C", both of which are attached hereto and incorporated herein by this reference.

Subject to the rights of tenants and occupants of Grantor's Land, from time to time, Grantee and its successors, assigns, agents, employees and contractors shall have the reasonable right of ingress to and egress from the Easement and all pipelines and appurtenances located thereon at all times along the Easement, on existing driveways and through the existing gate, together with

the right to temporarily deposit tools, implements and other materials thereon whenever and wherever necessary for the purposes set forth herein, and to access Grantor's parcel through the Lee parcel 141-201-016. Throughout the construction and restoration period, Grantee shall assure Grantor's ability to access Grantor's Land. Grantee shall further have the right to authorize others to use the Easement for the purposes set forth herein. Any exercise of Grantee's rights hereunder shall be diligently pursued and promptly completed and shall be performed so as to minimize interference with operations on Grantor's Land or access to Grantor's Land.

AND

Grantor hereby grants to Grantee a **temporary construction easement ("Temporary Construction Easement")** for the purposes of facilitating construction of improvements on the Easement referenced above and to replace/restore on Grantor's Land the driveway impacted by Grantee's construction, including the right to place equipment and vehicles, pile earth thereon, and utilize said Temporary Construction Easement for all other related activities and purposes in, on, over, under, through, along and across that certain portion of the real property that is more particularly described on Exhibit "D" and is depicted by the diagram on Exhibit "E", both of which are attached hereto and incorporated herein by this reference. Said Temporary Construction Easement shall commence thirty (30) days after issuance by Grantee of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate two (2) months after commencement of construction or upon completion of construction and restoration work, whichever occurs first. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2022, unless extended by specific written consent of the parties hereto. Upon completion of construction, said Temporary Construction Easement Area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical, subject to the terms hereof.

Subject to the limitations set forth below, Grantee shall be liable to Grantor for all damage caused by Grantee in the exercise of any of its rights hereunder, and Grantee agrees to restore all roadways and repair all unimproved surfaces as nearly as possible to their grade and condition immediately prior to the exercise of any rights granted herein. Grantee agrees to be solely liable for any loss or damage to any tools, implements or materials of Grantee left at Grantor's Land, unless such loss or damage is caused by the negligence or willful misconduct of Grantor. Grantee further agrees to replace or repair landscaping which is damaged by Grantee in the exercise of any of its rights hereunder; provided, however, that (i) Grantee shall not be required to replace mature trees or other mature landscaping with specimens of similar age, size or maturity, but Grantee shall instead be entitled to select such replacement specimens and size as Grantee deems to be reasonable under the circumstances; and (ii) Grantee shall not be required to replace any landscaping which Grantee reasonably determines may restrict Grantee's access to the Easement or damage Grantee's pipelines or appurtenances located within the Easement.

With the exception of roadway improvements which are hereby expressly permitted by this Easement Deed, Grantor and Grantor's successors shall not, without Grantee's prior written consent, install or permit to be installed subsequent to the date hereof any surface or subsurface improvements or pipelines ("Subsequent Improvements") within the Easement which will materially (a) restrict Grantee's access to the Easement or any pipelines or appurtenances located

therein, (b) increase Grantee's cost of installing, maintaining or repairing its pipelines or appurtenances, or (c) otherwise interfere with Grantee's exercise of its rights hereunder. In the event Grantee incurs additional costs in connection with the exercise of its rights hereunder due to the presence of Subsequent Improvements which Grantor or Grantor's successor installed or permitted to be installed without Grantee's prior written consent, such additional costs shall be promptly paid to Grantee by Grantor, or Grantor's successor, upon demand therefor by Grantee. The term "Subsequent Improvement" as used herein shall include, but shall not be limited to, permanent or temporary physical improvements (with the exception of roadways), as well as trees, bushes and other landscaping which may (i) restrict access to, (ii) cause root intrusion into, or (iii) cause the movement of Grantee's pipelines and appurtenances within the Easement.

GRANTOR

Donald F. Hart and Marilyn A. Hart, Trustees of the Hart Family Trust under declaration of trust dated May 25, 2011

By: Donald F. Hart 4-7-21
Donald F. Hart, Trustee

By: Marilyn A. Hart 4-7-21
Marilyn A. Hart, Trustee

ACKNOWLEDGMENT

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.

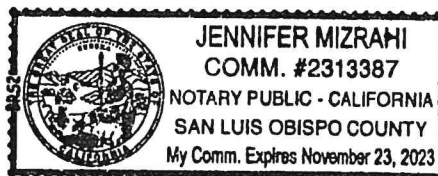
State of California
County of Santa Barbara

On April 7, 2021 before me, Jennifer Mizrahi, Notary Public, personally appeared Donald F. Hart, 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 Jennifer Mizrahi (Seal)



ACKNOWLEDGMENT

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.

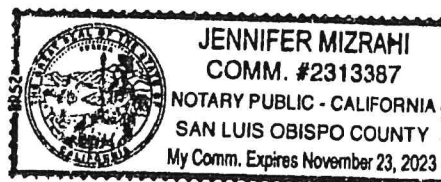
State of California
County of Santa Barbara

On April 7, 2021 before me, Jennifer Mizrahi, Notary Public, personally appeared Marilyn A. Hart, 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 Jennifer Mizrahi (Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Easement Deed to the Santa Ynez Community Services District, a public agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the District pursuant to authority conferred by resolution of the Board of Directors adopted on _____, 2021, and the District consents to recordation thereof by its duly authorized officer.

Dated: _____

Wendy Berry, Board Secretary

EXHIBIT "A"

Description of Grantor's Land

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL ONE:

PARCEL "B" OF PARCEL MAP NO. 11,662, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 11, PAGE 14 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED WITHIN THE WEST HALF OF LOT 2 IN TRACT 3 OF SUBDIVISION OF THE CANADA DE LOS PINOS OR COLLEGE RANCH, AS SHOWN ON THE MAP FILED IN RACK 3, AS MAP NO. 4, IN THE OFFICE OF SAID COUNTY RECORDER, AS SAID WEST HALF WAS CONVEYED TO EMMA V. FOOTE, BY DEED RECORDED MARCH 7, 1889, IN BOOK 24, PAGE 34 OF DEEDS, IN THE OFFICE OF SAID COUNTY RECORDER.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER THAT PORTION OF SAID PARCEL "A" OF SAID PARCEL MAP NO. 11,662, INCLUDED WITHIN A STRIP OF LAND 20 FEET WIDE IN THE WESTERLY BOUNDARY LINE OF WHICH IS THE EASTERLY BOUNDARY LINE OF SAID WEST HALF OF LOT 2, DESCRIBED IN PARCEL ONE ABOVE.

SAID EASEMENT TO BE APPURTENANT TO AND FOR THE BENEFIT OF THE LAND DESCRIBED IN PARCEL ONE ABOVE.

(ASSESSOR'S PARCEL NO.: 141-201-015)

EXHIBIT "B"

Permanent Sewer Facilities Easement Legal Description

That portion of Parcel "B" of Parcel Map No. 11,662 in the County of Santa Barbara, State of California as shown on the map filed in Book 11, at Page 14 of Parcel Maps in the office of the Recorder of said County, more particularly described as follows:

A 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

The centerline of said strip is parallel with and offset 10.00 feet easterly as measured at a right angle from the West line of said Parcel "B";

The sidelines of the above described strip of land shall be lengthened and/or shortened as to intersect the northerly and southerly property boundaries;

Said strip of land contains 2,917.0 square feet, more or less.

See the attached Exhibit "C", Herein referenced and made part hereof.

End Description

Prepared by: 
Burl Steude, PLS 9103

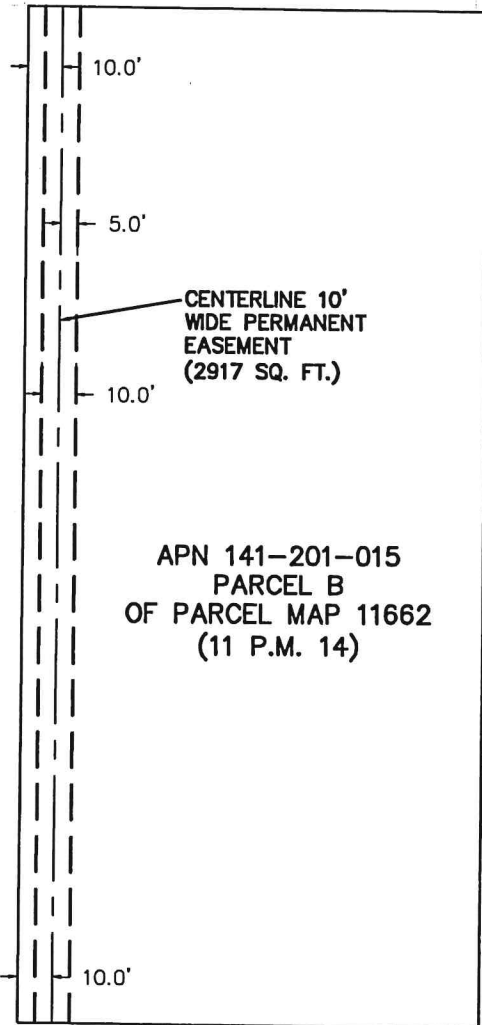
Date: 03/09/2021



APN 141-350-014
 LOT 14
 OF TRACT 11679
 (90 MAPS 78)

APN 141-201-065
 LOT 2 OF TRACT 13566
 (129 MAPS 78)

APN 141-201-019
 INST. NO. 1979-01081 O.R.
 (RS 119/17)



APN 141-201-015
 PARCEL B
 OF PARCEL MAP 11662
 (11 P.M. 14)

APN 141-201-067
 LOT 4 OF TRACT 13566
 (129 MAPS 78)

APN 141-201-018
 INST. NO. 1986-058824 O.R.
 (RS 119/17)

APN 141-201-016
 PARCEL A
 OF PARCEL MAP 11662
 (11 P.M. 14)

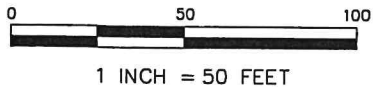


EXHIBIT C
 PERMANENT SEWER FACILITIES EASEMENT
 CITY OF SANTA YNEZ, CALIFORNIA

DRAWN BY BVS	CHECKED BY RBP	SCALE 1" = 50'	DATE 3/9/2021
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F:\proj\2004\040525\040525-03\3 Project Design\Survey\Master Drawings\040525-03EX-BC 2021-03-08.dwg 3-09-21 11:00:20 AM burba

EXHIBIT "D"

Temporary Construction Easement Legal Description

A portion of Parcel "B" of Parcel Map No. 11,662 in the County of Santa Barbara, State of California as shown on the map filed in Book 11, at Page 14 of Parcel Maps in the office of the Recorder of said County, more particularly described as follows:

Commencing at the southwesterly corner of said Parcel "B";

Thence, along the southerly boundary of said Parcel "B", South 89° 39' 34" East 15.00 feet, to the **True Point of Beginning**;

Thence, along a line that lies parallel with and offset 15.00 feet easterly as measured at a right angle from the West line of said Parcel "B", North 0° 17' 05" East 291.70 feet, to a point on the northerly boundary of said Parcel "B";

Thence, easterly, along the Northerly boundary of said Parcel "B", South 89° 39' 34" East, 5.00 feet;

Thence, along a line that lies parallel with the West line of said Parcel "B", South 0° 17' 05" West, 271.01 feet;

Thence, South 44° 43' 29" East, 7.07 feet;

Thence, South 0° 17' 05" West, 15.70 feet, to a point on the southerly boundary of said Parcel "B";

Thence, along said southerly boundary, North 89° 39' 34" West, 10.00 feet to the True Point of Beginning.

Said strip of land contains 1,549 square feet.

See the attached Exhibit "E", Herein referenced and made part hereof.

End Description

Prepared by: Burl Steude
Burl Steude, PLS 9103

Date: 3/9/2021



APN 141-350-015
 LOT 15 OF TRACT 11679
 (90 MAPS 78)

APN 141-350-014
 LOT 14
 OF TRACT 11679
 (90 MAPS 78)

APN 141-350-013
 LOT 13 OF TRACT 11679
 (90 MAPS 78)

APN 141-201-065
 LOT 2 OF TRACT 13566
 (129 MAPS 78)

APN 141-201-019
 INST. NO. 1979-01081 O.R.
 (RS 119/17)

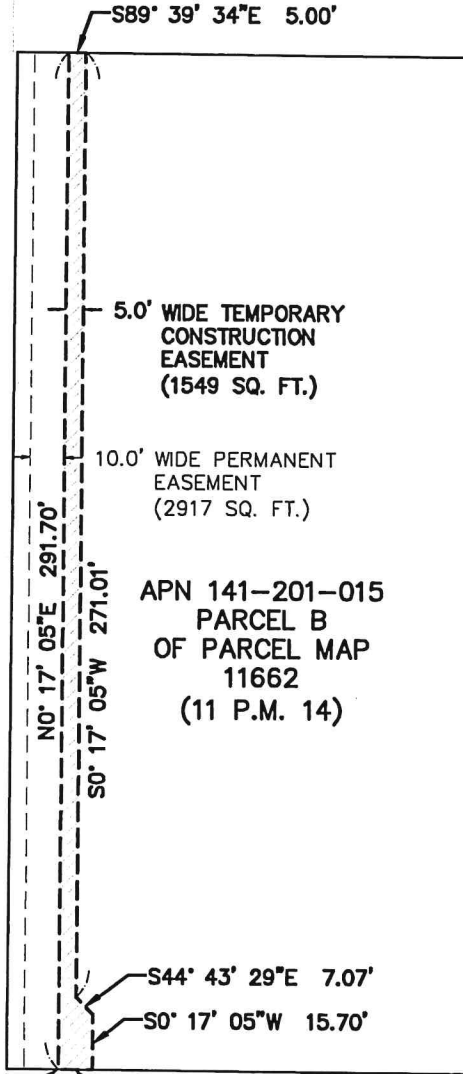
APN 141-201-067
 LOT 4 OF TRACT 13566
 (129 MAPS 78)

APN 141-201-015
 PARCEL B
 OF PARCEL MAP
 11662
 (11 P.M. 14)

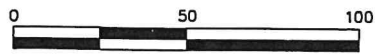
APN 141-201-018
 INST. NO. 1986-058824 O.R.
 (RS 119/17)

APN 141-201-068
 LOT 5 OF TRACT 13566
 (129 MAPS 78)

APN 141-201-016
 PARCEL A
 OF PARCEL MAP 11662
 (11 P.M. 14)



POINT OF BEGINNING



1 INCH = 50 FEET

EXHIBIT E
TEMPORARY EASEMENT
 CITY OF SANTA YNEZ, CALIFORNIA

DRAWN BY BVS	CHECKED BY RBP	SCALE 1" = 50'	DATE 3/9/2021
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HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459

Writer's email address: cpringford@hamner-jewell.com

TITLE ACCEPTANCE FORM

Directions: Client (Buyer) to review and return. Confirm those title encumbrances identified as "Exception Accepted" are acceptable, to which new real property rights will be acquired "subject to." Confirm those items that are not acceptable and must be cleared prior to the closing of the purchase transaction.

PROJECT: Santa Ynez Community Services District - Horizon Drive Sewer

PARCEL: AP# 141-201-015 (Hart Trust)

Preliminary Report # 4201-5395847, July 1, 2020

First American Title Company (see attached)

PROPERTY TO BE ACQUIRED ALL [] PART [X]

Permanent Easement for sewer line :

2,917± sq. ft.

Temporary Construction Easement [X] Exclusive [] Non-Exclusive

1,665± sq. ft.


Duration [2] months

I <u>Listed Title Exceptions</u>	II <u>Exception Accepted</u>	III <u>Clearance Required</u>
1. Property taxes 2020-2021	X	
2. Property taxes 2019-2020	Paid	
3. Supplemental taxes, if any	X	
4. Deed of Trust in favor of Wells Fargo Bank, in the amount of \$938,250 recorded June 17, 2009 (reverse mortgage)		X
5. Deed of Trust in favor of the Secretary of Housing and Urban Development (presumed to be insured loan product for item 4)		X
6. Any easements and/or servitudes affecting easement parcel(s) TWO herein described.	X	
7. Water rights, claims or title to water, whether or not shown by the public record.	X	
8. The new lender, if any, for this transaction may not be a Non-Institutional lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.	X	

Note: Please review the attached memo regarding the liens on this parcel and decide whether to record the Easement Deed subject to the loans (item numbers 4 and 5) or whether you want subordination sought on these two items.

This is to confirm that it is the intent of the undersigned agency to acquire title to the property rights sought in the referenced parcel(s) subject to each of the items listed in Column II above. Hamner, Jewell & Associates, and title and escrow, if applicable, are hereby requested to pursue subordinations, partial reconveyances, quitclaims or other applicable releases in order to clear any items marked in Column III, above, prior to closing.

Santa Ynez Community Service District



Jose Acosta
General Manager

Date 12/30/2020

