

Project: Lower Mission Creek Flood Control Project
District Project # SC8042
Folio: 003699
Portion APN: 033-074-009

**REAL PROPERTY SETTLEMENT AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY SETTLEMENT AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is by and between the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, hereinafter referred to as the "DISTRICT," and JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, hereinafter referred to as "OWNERS," with reference to the following:

RECITALS

WHEREAS, OWNERS are the owners of that certain real property in the City of Santa Barbara, County of Santa Barbara, State of California, commonly known as 112 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Number 033-074-009, hereinafter referred to as the "Property"; and

WHEREAS, DISTRICT has designed the plans and specifications for creek improvements, repair, replacement, installation, landscaping, erosion protection, and related improvements (hereinafter "District Improvements") on a portion of the Property in connection with the Lower Mission Creek Flood Control Improvement Project Reach 1B, (Portion of County Project #SC8042) hereinafter referred to as "PROJECT "; and

WHEREAS, in connection with the PROJECT, DISTRICT desires to acquire a permanent easement consisting of approximately 28 square feet on a portion of County Assessor's Parcel Number 033-074-009, (the "Permanent Easement") for the present and future improvements, construction, reconstruction, repair, replacement, installation, operations, landscaping, erosion protection and maintenance of improvements required by the DISTRICT and for public right-of-way for flood control purposes on a portion of the Property, in perpetuity; and

WHEREAS, in connection with the PROJECT, DISTRICT desires to obtain a temporary construction easement consisting of approximately 97 square feet, on a portion of County Assessor's Parcel Number 033-074-009, (the "Temporary Construction Easement") for the construction, reconstruction, paving, ingress, egress, electrical, repair, replacement, installation, landscaping and irrigation of improvements required by the DISTRICT; and

WHEREAS, the acquisition of the PERMANENT EASEMENT and TEMPORARY CONSTRUCTION EASEMENT are part of the larger PROPERTY that due to the acquisition of the interests herein may suffer severance damages to the remainder property, including the moving and destruction of certain improvements located thereon ("Severance damages"); and

WHEREAS this Agreement is entered into in lieu of commencing with condemnation proceedings between the DISTRICT and OWNERS pursuant to Government Code Section 7267.1; and

WHEREAS, DISTRICT and OWNERS desire to resolve any present and/or potential future claims and disputes between them relating to acquisition of the PERMANENT EASEMENT and TEMPORARY CONSTRUCTION EASEMENT for the PROJECT without the need to pursue any further legal proceedings; and

WHEREAS, DISTRICT owns an unused, land-locked, vacant parcel consisting of approximately 361 square feet that is a portion of County Assessor's Parcel Number 033-074-020 (hereinafter referred to as "DISTRICT PARCEL") adjacent to the PROPERTY which is no longer necessary for use by DISTRICT due to the District Improvements plans and specifications in connection with the PROJECT; and

WHEREAS, the fair market value of the PERMANENT EASEMENT and TEMPORARY CONSTRUCTION EASEMENT together with SEVERANCE DAMAGES to the remainder of the PROPERTY is equivalent to the fair market value of a Permanent Easement on the DISTRICT PARCEL; and

WHEREAS, DISTRICT and OWNERS desire to resolve and settle this dispute by way of an exchange of easements, the real property interests described herein, in compliance with Government Code section 25365, subdivision (b), and in lieu of receiving just compensation; and

WHEREAS, California Government Code section 25365 authorizes the exchange of real property of equal value where the real property to be exchanged is not needed for county use and the property to be acquired is required for county use provided that such exchange is approved by four-fifths (4/5) vote; and

WHEREAS, the DISTRICT's Board of Directors has approved the exchange of real property under the provisions of Government Code section 25365, as set forth hereinafter, by a four-fifths (4/5) vote; and

WHEREAS, notwithstanding, for the duration of the PROJECT, the DISTRICT shall reserve the right to use in, on, over, under, along and across the DISTRICT PARCEL [Assessor's Parcel Number 033-074-020], including the proposed Permanent Easement area, for construction, reconstruction, ingress, egress and drainage pipe improvements required by the PROJECT.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. PROPERTY INTERESTS: DISTRICT hereby agrees and acknowledges that it has the legal right to grant a permanent easement to OWNERS to the DISTRICT PARCEL, legally

described in Exhibit "A" and shown on Exhibit "B" hereto, by Easement Deed which is attached and incorporated herein as Attachment "1". The Permanent Easement shall be in perpetuity.

OWNERS hereby agree to transfer to DISTRICT a PERMANENT EASEMENT and TEMPORARY CONSTRUCTION EASEMENT for the PROJECT in, on, over, under along and across the PROPERTY as identified by that portion of Assessor's Parcel Number 033-074-009. The PERMANENT EASEMENT is legally described in Exhibit "A" and shown on Exhibit "B" and will be conveyed by Easement Deed in the form attached and incorporated herein as Attachment "2". The TEMPORARY CONSTRUCTION EASEMENT is legally described in Exhibit "A" and shown on Exhibit "B" and will be conveyed by Temporary Construction Easement Deed in the form attached and incorporated herein as Attachment "3".

The PERMANENT EASEMENT conveyed to the DISTRICT shall be in perpetuity, and the TEMPORARY CONSTRUCTION EASEMENT shall be on a month to month basis, and DISTRICT shall provide OWNERS notification upon commencement of its desire to use said Easements Areas. The PERMANENT EASEMENT and TEMPORARY CONSTRUCTION EASEMENT areas shall hereinafter be collectively referred to as the "Easement Areas".

OWNERS hereby grant to DISTRICT, its authorized agents and employees immediate possession and use of the Easement Areas upon execution of this Agreement. This immediate possession and use includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Easement Areas which may be necessary due to said PROJECT.

DISTRICT reserves the right to use the Permanent Easement area, including, in, on, over, under, along and across the DISTRICT PARCEL [Assessor's Parcel Number 033-074-020], for the duration of the PROJECT, for the construction, reconstruction, ingress, egress, and to perform drainage pipe and other improvements for the PROJECT. This temporary access and use of the Permanent Easement area includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the DISTRICT PARCEL which may be necessary due to said PROJECT.

The Agreement is subject to approval by the Santa Barbara County Flood Control and Water Conservation District Board of Directors and is an express condition precedent to DISTRICT's duty to perform. Notwithstanding any other provision in this Agreement, DISTRICT, at DISTRICT's option, may extend escrow up to sixty (60) days to permit the approval by DISTRICT. In the event DISTRICT should decide to exercise this option, DISTRICT shall do so in writing with copies to the Escrow Officer and to the OWNERS.

At least one (1) day prior to the close of escrow, DISTRICT shall deposit with the Escrow Officer (as hereinafter defined) the escrow fees, grant and use of the Easement Areas together with an amount sufficient to pay for DISTRICT'S share of prorations, fees, costs, and expenses to be paid by DISTRICT pursuant to this Agreement.

2. ESCROW AND FEES:

a. Escrow shall be opened at Chicago Title Company, 1225 Coast Village Road, Suite E, Santa Barbara, California, 93108, ("Escrow Officer"), with escrow instructions

to be based upon the terms and conditions set forth herein. This Agreement shall become a part of the Escrow and shall constitute the basic instructions of DISTRICT and OWNERS to the Escrow Officer. However, DISTRICT and OWNERS agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Agreement. On behalf of the DISTRICT, the Director of General Services, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. In case of conflict between this Agreement and any of said escrow documents, the terms of this Agreement shall govern.

DISTRICT shall open Escrow and deliver this fully-executed Agreement and DISTRICT PARCEL Easement Deed to the Escrow Officer within two (2) weeks of the execution hereof by DISTRICT. OWNERS shall deliver an executed PERMANENT EASEMENT Deed and TEMPORARY COSTRUCTION EASEMENT Deed to the Escrow Officer within two (2) weeks of the execution hereof by DISTRICT. The date of closing shall be on or before sixty (60) calendar days from the date of opening Escrow, unless otherwise mutually agreed to in writing by the parties. The "Close of Escrow" is defined as:

1. the recordation of the Permanent Easement Deed, which shall be granted to the DISTRICT; and
2. the fully executed non-recorded Temporary Construction Easement.
3. the recordation of the DISTRICT PARCEL Easement Deed, which shall be granted to the OWNERS

i. DISTRICT shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the DISTRICT PARCEL Easement Deed and granting of the Easement Areas to DISTRICT pursuant to the execution of this Agreement. If a policy of title insurance is desired by DISTRICT, the premium charged therefor shall be paid by DISTRICT. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.

ii. OWNERS shall pay all escrow fees in the event that this escrow is canceled by the OWNERS prior to the conveyance of the DISTRICT PARCEL Easement Deed and Easement Areas to DISTRICT.

iii. DISTRICT shall pay all escrow fees in the event that this escrow is canceled by DISTRICT prior to the conveyance of the DISTRICT PARCEL Easement Deed and Easement Areas to DISTRICT.

b. The Escrow Officer shall be obligated as follows:

1. To release to DISTRICT a certified copy of the Permanent Easement Deed and Temporary Construction Easement as executed by OWNERS, prior to the Close of Escrow in order to receive "acceptance" by DISTRICT'S Board of Directors of the subject Easement Areas; and

2. To record with the Santa Barbara County Recorder's Office the executed Permanent Easement Deed and DISTRICT PARCEL Easement Deed and deliver the recorded Permanent Easement Deed and unrecorded Temporary Construction Easement to DISTRICT; and

3. To deliver to OWNERS at the Close of Escrow the recorded DISTRICT PARCEL Easement Deed.

3. TITLE AND DEED:

a. Title conveyed by owner is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to OWNERS, except:

1. Covenants, conditions, restrictions, and reservations of record approved by DISTRICT.

2. Easements or rights of way over the Easement Areas for public or quasi-public utility or public street purposes, if any, approved by DISTRICT.

3. Exceptions 1 through 3 inclusive contained in a Preliminary Title Report Title Number 77605540-KJ, issued by Chicago Title Company, with an effective date of August 15, 2013 for APN: 033-074-009.

4. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986.(a)(6). Escrow Officer shall request from OWNERS and OWNERS shall provide funds to Escrow Officer to pay, if any, all delinquent taxes. OWNERS understands that pursuant to Section 4986.(a)(6), OWNERS may receive after the Close of Escrow, either, 1) an unsecured property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse OWNERS for any prepaid property taxes that may be canceled.

5. The DISTRICT shall pay for the cost of Preliminary Title Reports covering said Property from said Title Company in Section 2 above. DISTRICT shall have the right to review the Preliminary Title Reports and approve or disapprove in writing, those items disclosed in the Preliminary Title Report prior to the Close of Escrow. OWNERS shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Permanent Easement as determined by DISTRICT in its discretion. If OWNERS do not correct any such condition, DISTRICT may, as its sole remedy, terminate this Agreement.

6. Notwithstanding any other provision stated herein to the contrary, OWNER shall obtain subordination of any lien, debt or deed of trust encumbering the interests being conveyed by this Agreement to DISTRICT. Such subordination shall be recorded simultaneously with the Permanent Easement Deed attached as Exhibit 2.

7. Escrow shall be automatically extended for thirty (30) days where there is a need for OWNERS to correct an adverse condition unless OWNERS refuse to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively

b. Title is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) or known to DISTRICT, except:

1. Covenants, conditions, restrictions, and reservations of record

approved by OWNERS.

2. Easements or rights of way over the DISTRICT PARCEL for public or quasi-public utility or public street purposes, if any, approved by OWNERS.

3. Exceptions 1 through 3 inclusive contained in a Preliminary Title Report Title Number 13-77605540-KJ, issued by Chicago Title Company, with an effective date of August 15, 2013 for APN: 033-074-020.

4. The DISTRICT shall pay for the cost of Preliminary Title Reports covering said DISTRICT PARCEL from said Title Company in Section 2 above. OWNERS shall have the right to review the Preliminary Title Reports and approve or disapprove in writing, those items disclosed in the Preliminary Title Report prior to the Close of Escrow. DISTRICT shall have the within thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said DISTRICT PARCEL as determined by OWNERS in its discretion. If DISTRICT does not correct any such condition, OWNERS may, as its sole remedy, terminate this Agreement

5. Escrow shall be automatically extended for thirty (30) days where there is a need for DISTRICT to correct an adverse condition unless DISTRICT refuse to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively

If OWNERS have and/or request Preliminary Title Reports covering said Property from said Title Company in Section 2 above and/or any other such title company OWNERS shall solely be responsible for costs and expense for such Preliminary Title Reports.

4. **DISTRICT'S CONDITIONS PRECEDENT:** DISTRICT'S obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:

a. DISTRICT shall complete, consider and approve the requirements in accordance with the California Environmental Quality Act (CEQA). In the event these requirements are not completed within forty-five (45) days of the opening of escrow, DISTRICT shall have the right to extend the escrow period until such completion.

b. DISTRICT shall request a determination from the City of Santa Barbara pursuant to the requirements of Government Code Section 65402. In the event the determination is not provided within forty-five (45) days of the opening of escrow, DISTRICT shall have the right to extend the escrow period until such compliance is completed.

c. The DISTRICT'S Board of Directors shall have authorized the exchange of a Permanent Easement on District Parcel and acceptance of a Permanent Easement from the OWNERS.

In the event that these conditions precedent are not satisfied, DISTRICT may terminate this Agreement with no further liability.

5. **DISTRICT OBLIGATIONS:** The DISTRICT shall be obligated as follows:

a. DISTRICT shall relocate and reconnect any public utilities serving the

Property if said relocation becomes necessary because of said District Improvements.

b. DISTRICT shall repair any damage done to OWNERS' improvements, including the existing wooden fence and the underground drain line within the Easement Areas and one other existing underground drain line easterly of drain line in Easement Areas, on OWNERS' property by DISTRICT during said PROJECT.

c. DISTRICT shall timely deliver to Escrow Officer all documents and fees required to be deposited by DISTRICT under this Agreement.

d. DISTRICT shall execute DISTRICT PARCEL Easement Deed granting the DISTRICT PARCEL Easement set forth in Attachment "1", concurrent with the execution of this Agreement and deliver said original DISTRICT executed DISTRICT PARCEL Easement Deed to the OWNERS, which is the subject of this transaction. The DISTRICT PARCEL Easement Deed shall be granted to "Jonathan Blackmore and Cassandria Blackmore".

DISTRICT's obligations hereunder shall survive the Close of Escrow.

6. OWNERS' REPRESENTATION AND WARRANTIES:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Easement Areas or pending against OWNERS which could affect OWNERS' title of the Easement Areas, or subject an owner(s) of the Easement Areas to liability.

b. There are not attachments, execution proceeding, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceeding pending against the OWNERS restricting the Close of Escrow.

c. OWNERS will not subject the Permanent Easement to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Agreement that will not be eliminated prior to the Close of Escrow.

d. OWNERS hereby agree to indemnify, protect, hold harmless, and defend DISTRICT, County of Santa Barbara, its Board of Directors, its Board of Supervisors, officers, employees, and agents (collectively the "Indemnified Parties"), from and against any and all actual losses, expenses, damages and liabilities suffered by Indemnified Parties arising from the existence of hazardous substance (as defined by CERCLA) on the Easement Areas as of the Close of Escrow (collectively, "Liabilities"), after asserting on DISTRICT's behalf any applicable defenses to such liability, and excepting there from Liabilities arising out of the negligent acts or omissions of the Indemnified Parties. This indemnity shall survive this real estate transaction, but shall not apply to any contamination which may occur on the Property as a result of the operations of DISTRICT subsequent to the Close of Escrow.

7. OWNERS' OBLIGATIONS:

a. OWNERS shall be obligated to remove any and all personal property within the Easement Areas within thirty (30) days from execution of this Agreement.

b. OWNERS shall execute PERMANENT EASEMENT Deed granting a permanent easement set forth in Attachment "2", concurrent with the execution of this Agreement and deliver said original OWNERS executed PERMANENT EASEMENT Deed to

the DISTRICT, which is the subject of this transaction. The PERMANENT EASEMENT Deed shall be granted to "Santa Barbara County Flood Control and Water Conservation District".

c. OWNERS shall execute TEMPORARY CONSTRUCTION EASEMENT granting a temporary easement set forth in the attached Attachment "3" concurrent with the execution of this Agreement and deliver such original OWNERS executed TEMPORARY CONSTRUCTION EASEMENT to the DISTRICT, which is the subject of this transaction. The TEMPORARY CONSTRUCTION EASEMENT shall be granted to "Santa Barbara County Flood Control and Water Conservation

d. OWNERS shall not record any covenants, conditions or restrictions against the Property, including without limitation any application for annexation or development of the Property until Close of Escrow.

e. OWNERS shall be responsible to pay for any and all cost identified as OWNER'S costs as contained in this Agreement. OWNERS' costs associated with this Agreement shall be paid by OWNERS at the Close of Escrow from the purchase price as stated in Section 1, herein above.

f. OWNERS shall timely deliver to Escrow Officer all documents required to be deposited by OWNER under this Agreement.

8. **ENVIRONMENTAL SITE ASSESSMENT:** The DISTRICT shall have the right to enter the Property to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the Easement Areas upon execution of this Agreement by both parties. In the event the DISTRICT elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of Public Works, or designee, is an express condition precedent to DISTRICT'S duty to acquisition of the Permanent Easement. For purposes of this Agreement, the ESA shall be deemed to include the information disclosed by OWNERS pursuant to Section 9, herein below. If the ESA is not completed and approved within forty-five (45) calendar days of the opening of escrow, then DISTRICT shall have the right to extend the escrow period until such completion. In the event the ESA identifies a potential liability, OWNERS and DISTRICT agree that the escrow process shall be extended at least sixty (60) calendar days in order for OWNERS to resolve the potential liability. In the event that such potential liability is not cured by OWNERS within such sixty (60) calendar day period, DISTRICT may terminate this Agreement with no further liability.

9. **GOOD FAITH DISCLOSURE BY OWNERS:** OWNERS shall make a good faith disclosure to DISTRICT of any and all facts, findings, or information on the Property known to the OWNERS including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contract, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNERS concerning the condition of the Property shall be delivered to DISTRICT no later than twenty (20) calendar days following DISTRICT's execution of this Agreement.

If such facts or information provided by OWNERS disclose conditions that adversely affect the continued or contemplated use of the Permanent Easement or any structures thereon, and that DISTRICT reasonably deems unacceptable, or if DISTRICT otherwise discovers such facts or

information through tests and/or surveys which disclose such conditions, and OWNERS are unwilling or unable to correct such conditions to the reasonable satisfaction of DISTRICT or any governmental body having jurisdiction there over, then DISTRICT may, at its sole option, terminate this Agreement. Within ten (10) business days of actual receipt of said disclosure information, DISTRICT shall notify OWNERS of the conditions it deems unacceptable (if any) and the corrections desired and request OWNERS, at OWNERS' expense, to correct the condition(s) affected thereby to the reasonable satisfaction of DISTRICT and any governmental agency asserting jurisdiction and issuing a directive to remediate polluted areas. Failure to so correct shall be grounds for termination of this Agreement.

Within (10) business days prior to the close of escrow, copies of any and all documents and/or information relating to the Easement Areas, to the extent they exist and are in OWNERS' custody, shall be delivered by OWNERS to the DISTRICT.

10. **TERMINATION:** DISTRICT shall have the right to terminate this Agreement at any time prior to the Close of Escrow. OWNERS shall have the right to terminate this Agreement only following COUNTY'S failure to cure a material breach following ten (10) days written notice.

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

12. **ENTIRE AGREEMENT:** Time is of the essence in this Agreement. This Agreement supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Easement Areas and shall relieve DISTRICT of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties.

13. **JUDGMENT IN LIEU OF DEEDS:** In the event OWNERS are unable to deliver title in a reasonable time under the terms of this Agreement, the DISTRICT may file an action in eminent domain to pursue the acquisition of the real property interests described in the referenced Deed, (Permanent Easement) 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.

14. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

15. **SECTION HEADINGS:** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

16. **REAL PROPERTY DOCUMENTS:** Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Agreement.

17. **CONDITIONS ARE COVENANTS:** Each of the conditions to the Close of Escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.

18. **SUCCESSORS AND ASSIGNS:** The rights under this Agreement shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

19. **CERTIFICATION OF SIGNATORY(IES):** OWNERS represents and warrant that that they are, collectively, the sole owners of the Property or are authorized by the OWNERS of the Property to execute this Agreement and that no additional signatures are required to carry out the duties contemplated herein.

20. **AGREEMENT APPROVAL:** This Agreement is subject to the approval of the DISTRICT Board of Directors. Execution of this Agreement by the Chairperson, or designee, of the Board of Directors shall evidence said approval by the Directors.

21. **SURVIVAL OF REPRESENTATIONS:** The representations of each of the parties and their executory covenants shall survive the Close of Escrow and shall not be merged in the deeds delivered to and accepted by the DISTRICT.

22. **EXECUTION IN COUNTERPARTS:** The Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County of Santa Barbara.

IN WITNESS WHEREOF, DISTRICT and OWNERS have executed this AGREEMENT and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the DISTRICT.

"DISTRICT"
SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

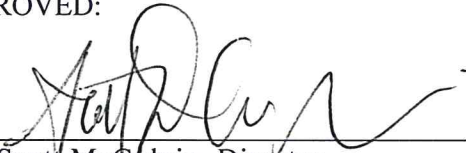
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By: _____
Chair, Board of Directors

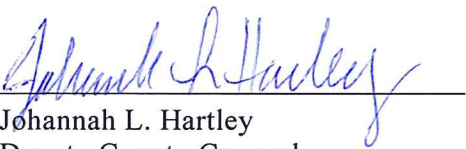
By: _____
Deputy

Date: _____

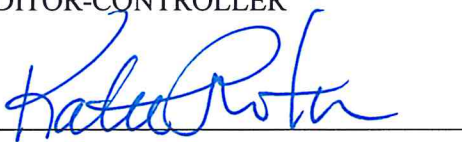
APPROVED:

By: 
Scott McGolpin, Director
Public Works Department


APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Johannah L. Hartley
Deputy County Counsel

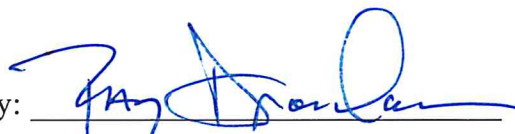
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Auditor-Controller

APPROVED:

By: 
Matthew P. Pontes
Director of General Services

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Manager

IN WITNESS WHEREOF, DISTRICT and OWNERS have executed this AGREEMENT and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the DISTRICT.

"DISTRICT"
SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

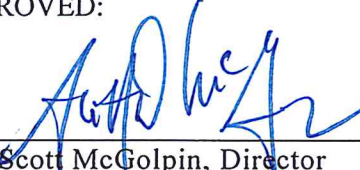
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By: _____
Chair, Board of Directors

By: _____
Deputy

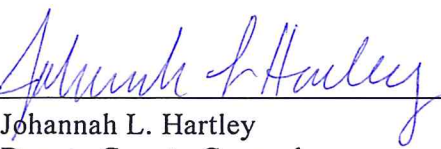
Date: _____

APPROVED:

By: 

Scott McGolpin, Director
Public Works Department

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 

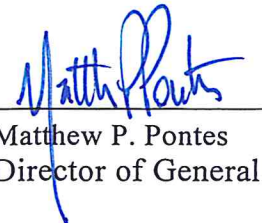
Johannah L. Hartley
Deputy County Counsel

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

By: 

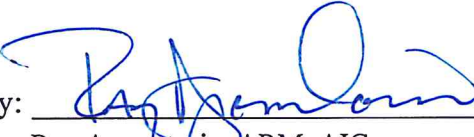
Auditor-Controller

APPROVED:

By: 

Matthew P. Pontes
Director of General Services

APPROVED:

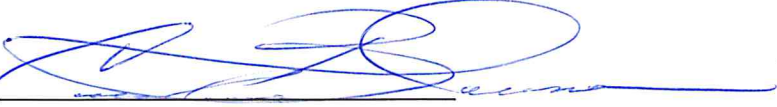
By: 

Ray Aromatorio, ARM, AIC
Risk Manager

(signature page continued)

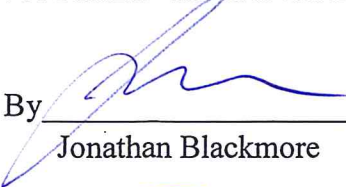
"OWNERS"
JONATHAN and CASSANDRIA BLACKMORE.

By  _____
Jonathan Blackmore

By  _____
Cassandra Blackmore

(signature page continued)

"OWNERS"
JONATHAN and CASSANDRIA BLACKMORE.

By  _____
Jonathan Blackmore

By  _____
Cassandra Blackmore

A T T A C H M E N T

1

DISTRICT PARCEL

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 033-074-020 (portion of)
District Project #SC8042
Folio 003679

**EASEMENT DEED
(PERMANENT EASEMENT)**

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California, owner of all of that certain real property located in the City of Santa Barbara, County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel No. 033-074-020 (the "Property"), as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, its successors and assigns, authorized agents, contractors, officers and employees, as GRANTEES herein, a permanent easement and right-of-way in, on, over, under, along, and across a portion of the Property for the present and future construction, reconstruction, operation, repair, and maintenance and other appurtenances incidental thereto for parking, landscaping and other related uses ("GRANTEES' Improvements"), together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, under, over, along and through that certain land (herein the "Easement Area") situated in the City of Santa Barbara, County of Santa Barbara, State of California, containing approximately 361 sq.ft., more particularly described in Exhibit "A" (legal description) and shown on Exhibit "B" (map) attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest, agree that except as provided below, no change of grade of the Easement Area shall be made, no permanent improvements, fences, vegetation or permanent encroachments of any kind can be erected or other use made which would interfere with the present or future surface and subsurface rights granted herein.

GRANTOR, reserves the right to (1) ingress and egress on the surface or subsurface of the Easement and Easement Areas, provided such ingress and egress does not unreasonably or substantially interfere with GRANTEES' Improvements or use of Easement; and (2) improve any

surface or subsurface areas of the Easement or Easement Areas and any surface or subsurface areas adjacent to the Easement or Easement Areas, provided however that before making such improvements involving a change of grade, GRANTOR shall notify GRANTEE in advance.

GRANTOR, its authorized agents, employees and contractors shall make the least injury and damage to GRANTEES' Improvements, the surface of the ground and vegetation as is reasonably practical and restore GRANTEES' Improvements, the surface of the ground and vegetation to as near the same condition as it was prior to the above referenced work as is practicable.

GRANTEES shall have the right to clear or keep clear from the Easement Area all buildings, structures and facilities which interfere with the use of the Easement Area at the expense of whoever is responsible for the installation of same. GRANTEES their successors, assigns, designees, employees, or contractors, shall have the right, but not the obligation to maintain, trim and cut trees, shrubs, vegetation and roots, if any, as may endanger or interfere with the operation or use of the GRANTEES Improvements within and above the Easement Area.

GRANTOR shall not disturb or damage GRANTEES' Improvements on the Easement. In the event said improvements are disturbed or damaged by GRANTOR, its successors, assigns, designees, employees, or contractors, then GRANTOR shall immediately contact GRANTEES and shall repair or replace said improvements to GRANTEES' satisfaction.

GRANTEE agrees to indemnify, defend (with counsel reasonably approved by GRANTOR) and hold harmless GRANTOR and its officers, officials, employees, agents and volunteers, successors and assigns, from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Easement Agreement from any cause whatsoever, including, but not limited to, the acts, errors or omissions of any person or entity, contamination by harmful, hazardous and/or toxic materials and/or substances, and for any costs or expenses (including but not limited to attorneys' fees) incurred by GRANTOR on account of any claim except where such indemnification is prohibited by law. GRANTEE's indemnification obligation applies to GRANTOR's active as well as passive negligence but does not apply to GRANTOR's sole negligence or willful misconduct.

**EASEMENT DEED
(PERMANENT EASEMENT)**

"GRANTOR"
SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

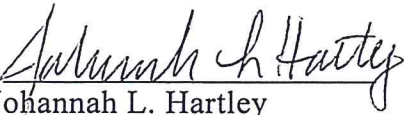
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD and
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By: _____
Chair, Board of Directors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Johannah L. Hartley
Deputy County Counsel

ACKNOWLEDGMENT

A notary 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, _____,
(Name of Notary)

a Notary Public, personally appeared _____, Chair, Board of Directors 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.

Signature: _____ (Seal)

California Civil Code § 1189

DISTRICT PARCEL
PERMANENT EASEMENT
LEGAL DESCRIPTION

That portion of Santa Barbara City Block No. 306, according to the Official Map thereof, in the City of Santa Barbara, County of Santa Barbara, State of California, being also a portion of that real property described in the Grant Deed recorded July 22, 1994 as Instrument No. 94-059217 of Official Records in the office of the County Recorder of said County, described as follows:

COMMENCING at a point on the southwesterly line of Kimberly Avenue, 150 feet northwest from the intersection of said line with the northwesterly line of Mason Street; thence at right angles southwesterly along the southeasterly line of said real property 81.50 feet to a point 18.50 feet from the southerly corner of said real property and the TRUE POINT OF BEGINNING;

THENCE, continuing southwesterly along said southeasterly line, 18.50 feet to said southerly corner;

THENCE, at right angles northwesterly along the southwesterly line of said real property 39.00 feet;

THENCE, easterly 43.17 feet to the TRUE POINT OF BEGINNING.

End of Description

Containing 361 square feet, more or less.

(See attached exhibit map made a part hereof)

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

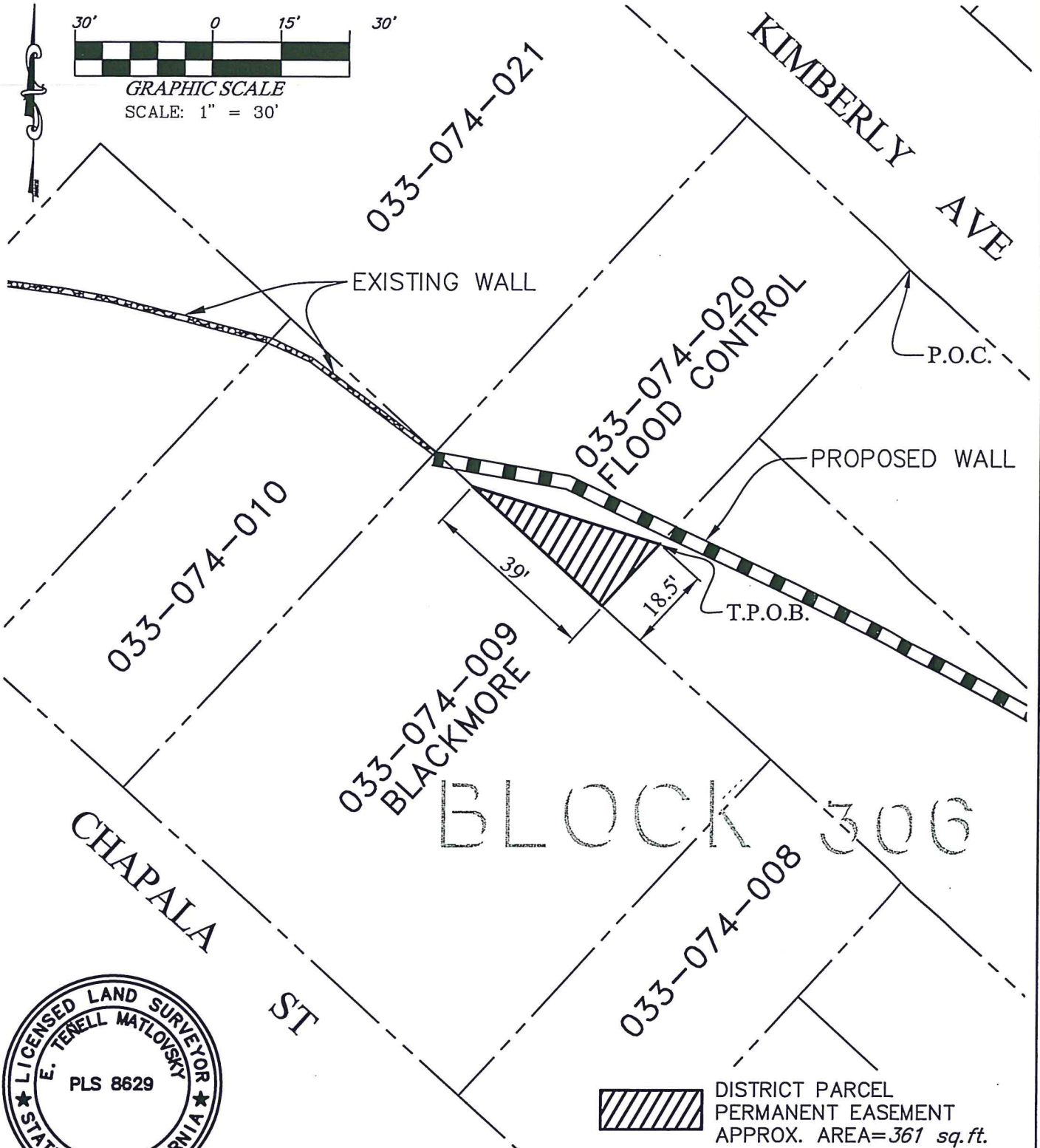
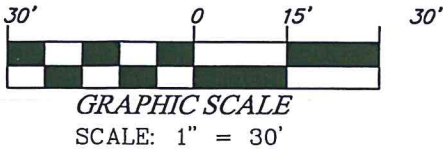
E. Teñell Matlovsky

E. Teñell Matlovsky, PLS 8629



08/27/2014

Date



BLOCK 306



DISTRICT PARCEL
PERMANENT EASEMENT
APPROX. AREA=361 sq.ft.

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

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

E. Tenell Matlovsky
E. TEÑELL MATLOVSKY

08/27/2014
DATE

DISTRICT PARCEL
PERMANENT EASEMENT
SANTA BARBARA COUNTY
FLOOD CONTROL DISTRICT
APN: 033-074-020
SANTA BARBARA COUNTY, CALIFORNIA

A T T A C H M E N T
2
PERMANENT EASEMENT

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 033-074-009 (portion of)
District Project #SC8042
Folio 003679

EASEMENT DEED
(PERMANENT EASEMENT)

JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, owners of all that real property in the City of Santa Barbara, County of Santa Barbara, State of California, commonly known as 112 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Numbers 033-074-009 (the "Property"), as GRANTORS herein,

FOR A VALUABLE CONSIDERATION, DO HEREBY GRANT TO

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, of the County of Santa Barbara, a political subdivision of the State of California, its successors and assigns, authorized agents, contractors, officers and employees, as GRANTEE herein, a permanent easement and right-of-way in, on, over, under, along, and across a portion of the Property for the excavation, removal, demolition, and alteration of facilities, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements as required for the Lower Mission Creek Flood Control Project # SC8042, and subsequently for water flowage, flood control and all related purposes (hereinafter "GRANTEE's Facilities"). The permanent easement area (herein the "Easement Area") containing approximately 28 sq.ft., granted hereby is more particularly described in Exhibit "A" (legal description) and shown on Exhibit "B" (map) attached hereto and incorporated herein by this reference.

GRANTORS and their successors in interest retain the right to use the Easement Area except that within the Easement Area, no permanent improvements, fences, vegetation or permanent encroachments of any kind can be erected or other use made which would interfere with the present or future surface and subsurface rights granted herein.

GRANTEE shall have the right to clear or keep clear from the easement area all buildings, structures and facilities which interfere with the use of the easement area at the expense of whoever

is responsible for the installation of same. GRANTEE its successors, assigns, contractors and employees shall have the right, but not the obligation, to maintain, trim and cut trees, shrubs, vegetation and roots, if any, as may endanger or interfere with the operation or use of the GRANTEE's Facilities within and above the easement area, provided however that GRANTEE shall make the least injury and damage to the surface of the ground and vegetation as is reasonably practical and restore the surface of the ground and vegetation to as near the same condition as it was prior to the above referenced work as is practicable.

GRANTORS shall not disturb or damage GRANTEE's Facilities on the Property. In the event said facilities are disturbed or damaged by GRANTORS, their successors, assigns, designees, employees, or contractors, then GRANTORS shall immediately contact GRANTEE and shall repair or replace said facilities to GRANTEE'S satisfaction.

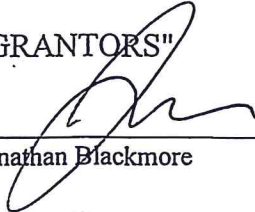
GRANTORS shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

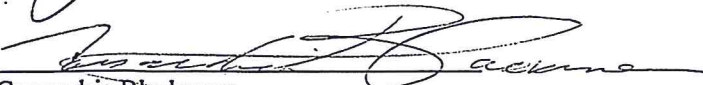
Signatory for GRANTORS does hereby represent and warrant that they are authorized to sign on behalf of GRANTORS, has communicated the contents, rights and duties of this Easement to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

DATE: 5/7/15

"GRANTORS"



Jonathan Blackmore



Cassandra Blackmore

ACKNOWLEDGMENT

A notary 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 7th May 2015, before me, Blake A. Kingston, Notary Public, a Notary
(Name of Notary)

Public, personally appeared Jonathan Blackmore and Cassabdria Blackmore, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature:  _____ (Seal)

California Civil Code § 1189



PERMANENT EASEMENT

LEGAL DESCRIPTION

That portion of Santa Barbara City Block No. 306, according to the Official Map thereof, in the City of Santa Barbara, County of Santa Barbara, State of California, being also a portion of that real property described in the Individual Grant Deed recorded April 1, 1980 as Instrument No. 80-13261 of Official Records in the office of the County Recorder of said County, described as follows:

BEGINNING at the northerly corner of that real property described in said Individual Grant Deed;

THENCE, South 48°30'00" East, along the northeasterly line of said real property, 11.19 feet;

THENCE, leaving said northeasterly line, North 72°39'42" West, 12.26 feet to the northwesterly line of said real property;

THENCE, along said northwesterly line, North 41°30'00" East, 5.02 feet to the POINT OF BEGINNING.

End of Description

Containing 28 square feet, more or less.

The Basis of Bearings for this description is the City Monument line of Chapala St. between found City Monuments at Mason & Yanonali Streets (North 48°30'00" West).

(See attached exhibit map made a part hereof)

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

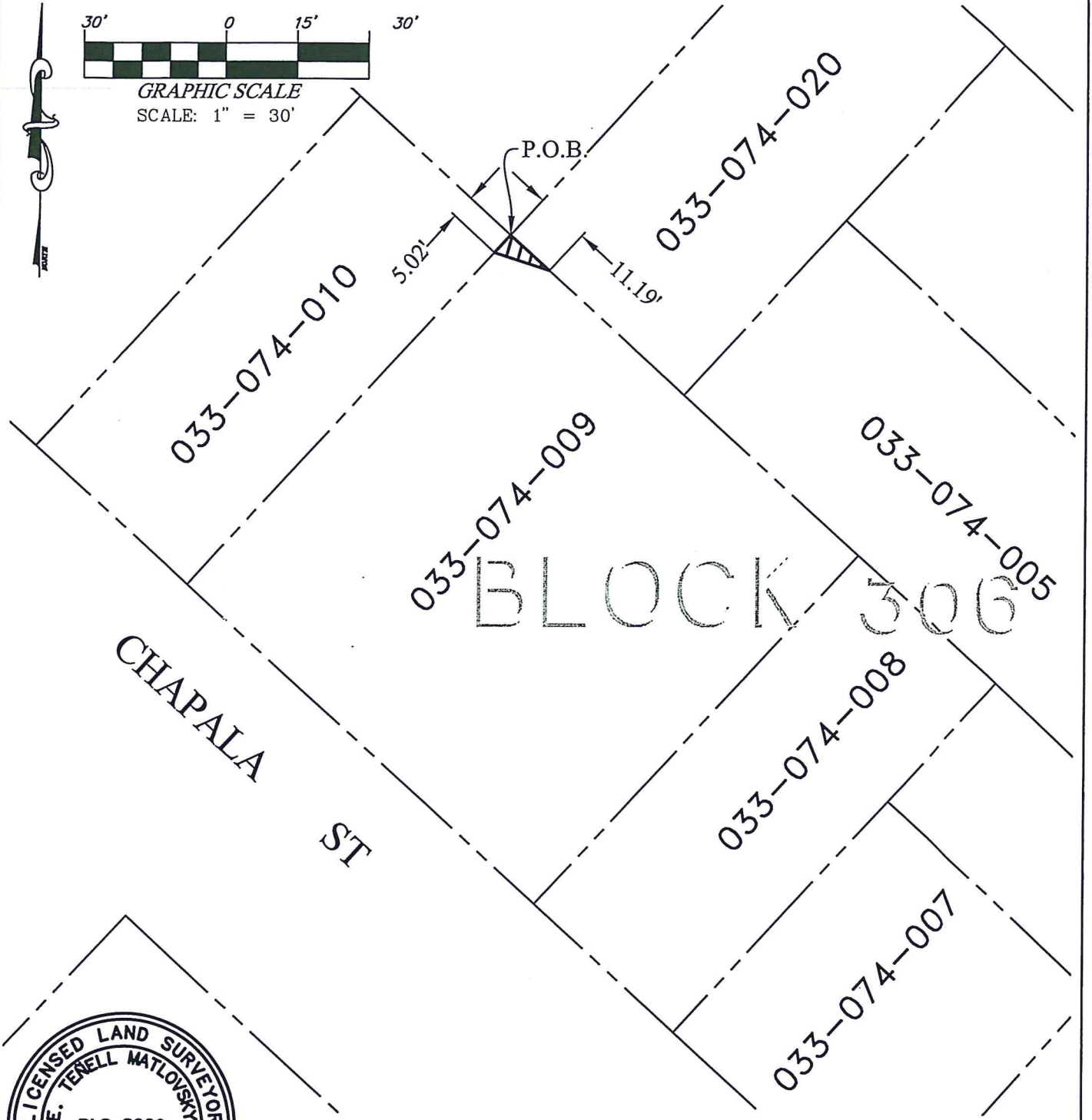
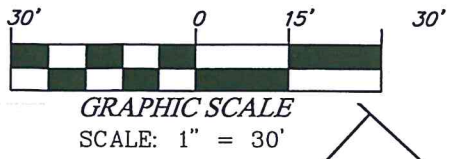
E. Teñell Matlovsky

E. Teñell Matlovsky, PLS 8629



08/27/2014

Date



PERMANENT EASEMENT
APPROX. AREA = 28 sq.ft.

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

E. Tenell Matlovsky
E. TEÑELL MATLOVSKY

08/27/2014
DATE

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

PERMANENT EASEMENT
SANTA BARBARA COUNTY
FLOOD CONTROL DISTRICT
APN: 033-074-009
SANTA BARBARA COUNTY, CALIFORNIA

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated as of the 7th day of May 2015, from JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, as GRANTORS, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, its successors or assigns, as GRANTEE, is hereby accepted by order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on the 2nd Day of June, and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

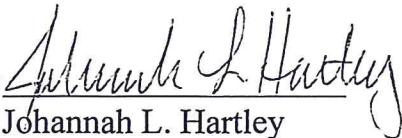
WITNESS my hand and official seal

this _____ day of _____, 2015

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

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Johannah L. Hartley
Deputy County Counsel

A T T A C H M E N T
3
TEMPORARY CONSTRUCTION
EASEMENT

A.P.N. 033-074-009 (portion of)
District Project #SC8042
Folio 003699

TEMPORARY CONSTRUCTION EASEMENT & AGREEMENT
(NOT FOR RECORDATION)

JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, owners of all that real property in the City of Santa Barbara, County of Santa Barbara, State of California, commonly known as 112 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Number 033-074-009 (the "Property"), as GRANTORS herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, its successors and assigns, authorized agents, contractors, officers and employees (hereinafter referred to as "GRANTEE") a temporary construction easement and right-of-way in, on, over, under along and across three designated areas of the Property (hereinafter collectively referred to as the "Temporary Easement Areas"), as shown on Attachment "1" attached hereto and incorporated herein. The Temporary Easement Areas are required for and shall be used to facilitate the construction of the Lower Mission Creek Flood Control Project #SC8042 (hereinafter referred to as the "Project").

The Temporary Easement Areas in, on, over, under, along and across, a portion of the Property shall be for ingress and egress, excavation, removal, demolition, and alteration of GRANTOR's Facilities, vegetation and topography, and for the construction, reconstruction, replacement, repair, and use of various improvements as required for the Project. The Temporary Easement areas containing approximately 97 sq.ft., granted hereby is more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by this reference.

1. It is contemplated that this Temporary Construction Easement shall be on a month-to-month basis and will commence on the date stated in the GRANTEE's written notice to the GRANTORS of the start of construction which notice shall be provided to GRANTORS within thirty (30) days prior to the commencement of said construction. This Temporary Construction Easement shall terminate upon the filing of a "Notice of Completion" by the contractor performing the above-mentioned work and/or upon GRANTEE notifying GRANTORS of termination of said Temporary Construction Easement.

2. There shall be no compensation to the GRANTORS for the use of the Temporary Construction Easement. Valuable consideration for this Temporary Construction Easement has been provided by GRANTEE in accordance with the Real Property Settlement Agreement.
3. GRANTORS agree to keep the Temporary Easement Area free of personnel, materials, or objects that may obstruct construction or Project related storage during the terms of the Temporary Construction Easement.
4. By exercise of this Temporary Construction Easement, GRANTORS assume no liability for loss or damage to GRANTEE's property, or injury to or death of any agent, employee or contractor of GRANTEE.
5. GRANTORS shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the Temporary Construction Easement which is the subject of this deed, including contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the Temporary Easement Area of the Property as a result of the operations of GRANTEE subsequent to the effective date of this Temporary Construction Easement.

6. Signatory of the GRANTORS does hereby represent and warrant that they are authorized to sign on behalf of GRANTORS, have communicated the contents, rights and duties of this Temporary Construction Easement to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

GRANTORS



 Jonathan Blackmore

5/7/15

 Date



 Cassandra Blackmore

5/7/15

 Date

Jonathan and Cassandra Blackmore
 112 Chapala Street
 Santa Barbara, CA 93101

GRANTEE

 Scott McGolpin, Director

 Date

Public Works Department
 123 East Anapamu Street
 Santa Barbara, CA 93101

ACKNOWLEDGMENT

A notary 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

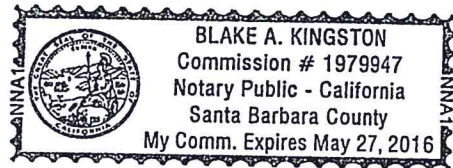
On 7th May 2015, before me, Blake A. Kingston, Notary Public a Notary
(Name of Notary)

Public, personally appeared Jonathan Blackmore and Cassabdria Blackmore, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature:  (Seal)



California Civil Code § 1189



EXHIBIT "A"

Legal Description
Temporary Construction Easement

That portion of Santa Barbara City Block No. 306, according to the Official Map thereof, in the City of Santa Barbara, County of Santa Barbara, State of California, being also a portion of that real property described in the Individual Grant Deed recorded April 1, 1980 as Instrument No. 80-13261 of Official Records in the office of the County Recorder of said County, described as follows:

COMMENCING at the northerly corner of that real property described in said Individual Grant Deed;

THENCE, South 48°30'00" East, along the northeasterly line of said real property, 11.19 feet and the TRUE POINT OF BEGINNING;

THENCE, leaving said northeasterly line, North 72°39'42" West, 12.26 feet to the northwesterly line of said real property;

THENCE, along said northwesterly line, South 41°30'00" West, 5.47 feet;

THENCE, leaving said northwesterly line, South 72°16'05" East, 26.03 feet to the northeasterly line of said real property;

THENCE, along said northeasterly line, North 48°30'00" West, 12.63 feet to the TRUE POINT OF BEGINNING.

End of Description

Containing 97 square feet, more or less.

The Basis of Bearings for this description is the City Monument line of Chapala St. between found City Monuments at Mason & Yanonali Streets (North 48°30'00" West).

(See attached exhibit map made a part hereof)

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

E. Teñell Matlovsky

E. Teñell Matlovsky, PLS 8629

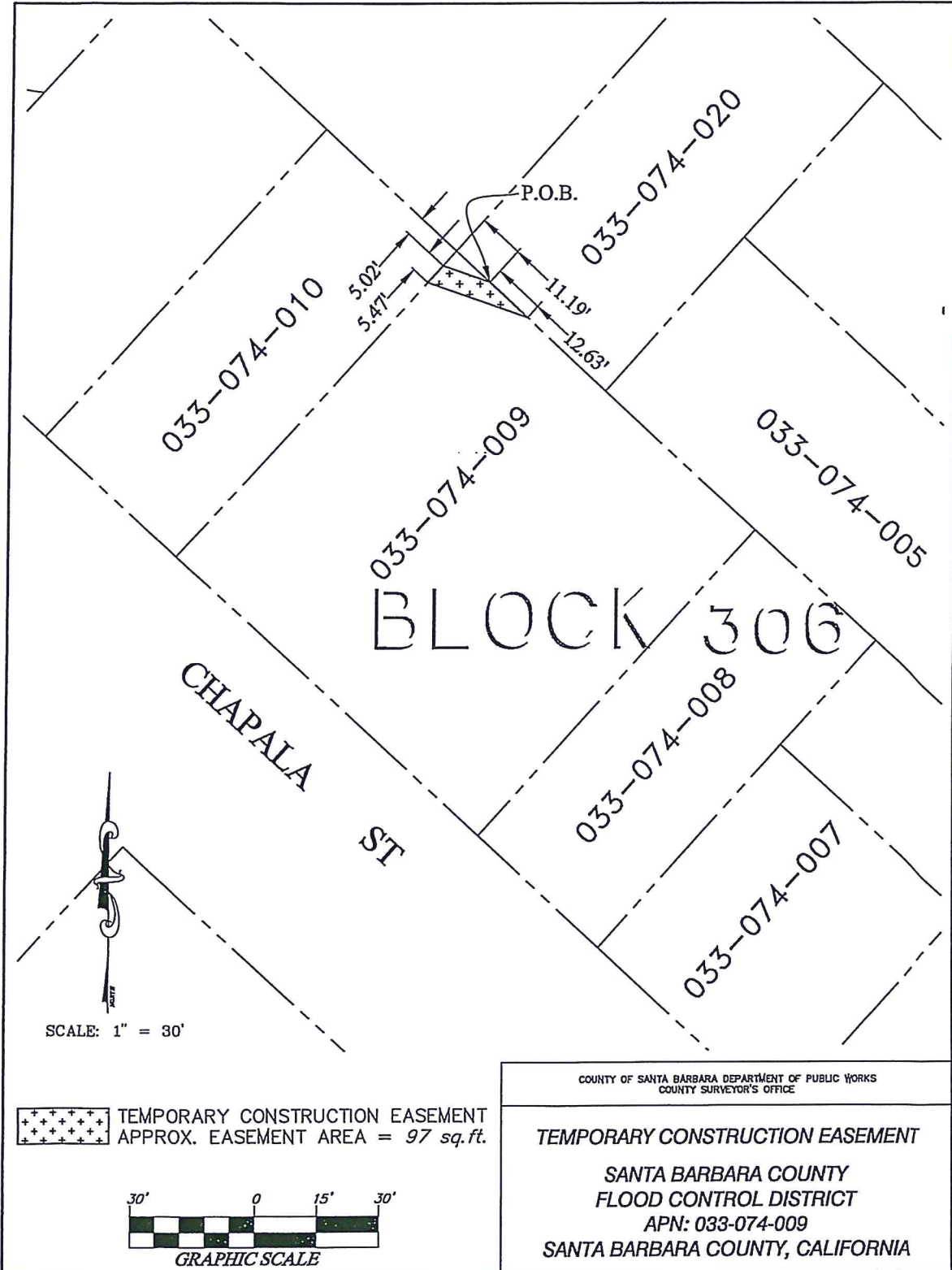


02/11/2013

Date

Exhibit "B"

Map Depiction
(Temporary Construction Easement)



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated as of the 7th day of May 2015, from JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, as GRANTORS, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, its successors or assigns, as GRANTEE, is hereby accepted by order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on the 2nd Day of June, and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

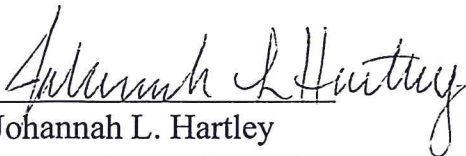
WITNESS my hand and official seal

this _____ day of _____, 2015

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

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Johannah L. Hartley
Deputy County Counsel