



2014-0051420

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

Recorded REC FEE 0.00
Official Records
County of
Santa Barbara
Joseph E. Holland
County Clerk Recorder
MA
08:00AM 10-Nov-2014 Page 1 of 11

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO: RECORDING REQUESTED BY
FIRST AMERICAN TITLE

Housing Authority of the County of Santa
Barbara
815 Ocean Avenue
Lompoc, CA 93436

Request recording without fee. Record for the
benefit of the Housing Authority of the County of
Santa Barbara pursuant to Government Code
section 27383.

11 No Fee

4483250-AC

(Space above line for Recorder's use only)

**GRANT OF DRAINAGE EASEMENT
AND
AGREEMENT REGARDING EASEMENT**

This Grant of Drainage Easement and Agreement Regarding Easement ("**Agreement**") is dated for reference October 30, 2014, and is made by and between Surf Development Company, a California nonprofit public benefit corporation, ("**Grantor**") and the Housing Authority of the County of Santa Barbara, a public body, corporate and politic ("**Grantee**").

A. Grantor owns certain real property in the City of Goleta, California, which is described in Exhibit A attached hereto (the "**Servient Tenement**").

B. Grantee owns certain real property in the City of Goleta, California, which is described in Exhibit B attached hereto (the "**Dominant Tenement**").

C. Grantor wishes to grant to Grantee a non-exclusive easement over a portion of the Servient Tenement for the purposes described herein, which easement will be for the benefit of the Dominant Tenement.

D. Grantor and Grantee wish to set forth their agreement for other matters regarding the easement granted by this Agreement and its use.

For valuable consideration, including the covenants and promises contained herein, the parties agree as follows:

1. Grant of Easement.

Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee, for the benefit of the Dominant Tenement, a non-exclusive easement over, under, across and through the Servient Tenement more particularly described as a "10.00 foot easement for private drainage purposes for the benefit of Parcel 1 per this map" on Parcel Map No. 32,028 which is attached

hereto as Exhibit C (the "**Easement**"). The costs of installing, maintaining, repairing, and/or replacing the improvements constructed or to be constructed by Grantee in the easement area shall be paid by Grantee; provided, however, in the event that such improvements are damaged or destroyed through the act or omission of Grantor, its officers, directors, members, or agents, whether or not such act or omission is negligent or otherwise culpable, Grantor shall forthwith proceed to rebuild, repair or replace the improvements to as good a condition as formerly existed, without cost to Grantee.

2. Other Matters Regarding the Easement.

2.1. General Restrictions on Use of Easement. This Easement is granted solely for the benefit of the Dominant Tenement and may not be used for the benefit of real property other than the Dominant Tenement. This Easement does not include the right to store personal property, or construct or install landscaping, gates, fences or other improvements within the Servient Tenement.

2.2. No Nuisance or Violation of Laws. Grantee shall not use or permit any person to use the Easement for any improper or offensive purpose or in any manner that will constitute a nuisance, and Grantee shall at all times comply with all public laws, ordinances and regulations from time to time applicable to the use of the Easement.

2.3. Taxes. As between Grantor and Grantee, Grantor shall be responsible for payment of all real property taxes and assessments of any nature imposed against the Servient Tenement.

2.4. Not a Public Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of the Servient Tenement to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

3. Appurtenant Easement; Covenants to Run with the Land.

This Easement is appurtenant to and for the benefit of the Dominant Tenement. The covenants, conditions and restrictions contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and all successive owners of the Dominant Tenement and the Servient Tenement.

4. Miscellaneous

4.1. Recitals. The recitals set forth at the beginning of this Agreement are true and correct.

4.2. Exhibits. Every exhibit attached to and referred to in this Agreement is incorporated in this Agreement by such reference.

4.3. Titles and Headings. The titles and headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall have no effect upon its construction or interpretation.

4.4. Choice of Law and Venue. This Agreement shall be governed by and construed under the laws of the State of California, irrespective of that state's choice-of-law principles. All actions or proceedings arising in connection with this Agreement (other than any matter which is required to be arbitrated) shall be tried and litigated exclusively in the State and Federal courts for the County of Santa Barbara, State of California.

4.5. Modification. Any extension, modification or amendment of this Agreement must be in writing and signed by the parties to be affected thereby or their respective successors in interest and recorded.

4.6. Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

4.7. Further Actions. Each party will, at its own cost and expense unless otherwise provided in this Agreement, execute and deliver such further documents and instruments, and shall take such other actions, as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

4.8. Neutral Construction. In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in the drafting of this Agreement.

4.9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject of this Agreement. No representations not embodied in the express provisions of this Agreement may be relied upon by either party.

4.10. Counterparts. This Agreement may be executed as a single instrument or in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature pages of one or more counterparts may be removed and all attached to one original of this Agreement, which, with all attached signature pages, shall be deemed an original Agreement.


(signatures appear on next page)

This Grant of Drainage Easement and Agreement Regarding Easement is executed by the parties on the dates shown below:

Grantor:

Surf Development Company, a California nonprofit public benefit corporation.

Date: 11/4, 2014

By: 
Alfred Holzheu
Title: President

Grantee:

Housing Authority of the County of Santa Barbara, a public body, corporate and politic

Date: 10/30, 2014

By: 
Frederick C. Lamont
Title: Executive Director

State of California)
)
County of Santa Barbara) ss

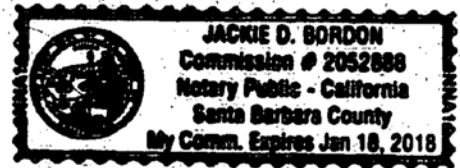
On October 30, 2014, before me Jackie D. Bordon, Notary Public
Notary Public, personally appeared Frederick C. Lamont
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed 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.

Jackie D. Bordon

(Seal)



State of California)
)
County of Santa Barbara) ss

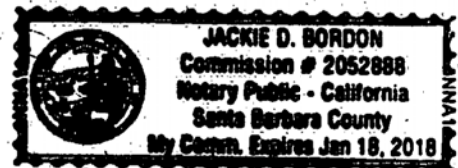
On November 4, 2014, before me Jackie D. Bordon, Notary Public
Notary Public, personally appeared Alfred Holzheu
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed 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.

Jackie D. Bordon

(Seal)



NOTARY CLARIFICATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Jackie D. Bordon

NAME OF COUNTY: Santa Barbara

DATE COMMISSION EXPIRES: Jan 18, 2018

COMMISSION NUMBER: 2052888

DATE: 11/6/14

LOCATION: Santa Maria

FIRST AMERICAN TITLE COMPANY

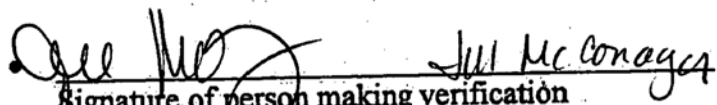

Signature of person making verification

EXHIBIT A

Description of the Servient Tenement

Parcel 2 of Parcel Map 32,028, as per map recorded in Book 62, pages 56 and 57 of Parcel Maps, Records of said County.

EXHIBIT B

Description of the Dominant Tenement

Parcel 1 of Parcel Map 32,028, as per map recorded in Book 62, pages 56 and 57 of Parcel Maps, Records of said County.

EXHIBIT C

Parcel Map No. 32,028 Depicting the Easement Location

