

COPY

2026-0007011

Santa Barbara

JOSEPH E. HOLLAND
County Clerk-Recorder

03/06/2026 10:17 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

Recording request by:

Chris Jones, VP Operations
Los Alamos 59, LP
1885 California Street
Corona CA 92881

When recorded, mail to:

Santa Barbara County Flood Control
and Water Conservation District
105 E. Anapamu Street
Santa Barbara, CA 93101

COUNTY OF SANTA BARBARA

OFFICIAL BUSINESS

District Record Plan # P – 1097
Real Property Division #003990

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 099-030-061(portion of)

DOCUMENTARY TRANSFER TAX IS \$ 0 COUNTY TAX IS \$ 0 . This is an Assignment of an Easement for public stormwater and sewer improvements and has no separate value and is not assessed as provided in R&T Code §11911.

DEDICATION AND ASSIGNMENT OF EASEMENT AND AGREEMENT

This DEDICATION AND ASSIGNMENT OF EASEMENT AND AGREEMENT (“Agreement”) is effective as of March 2, 2026 (“Effective Date”), by Los Alamos 59, LP, a California limited partnership (as “Assignor”), and the Santa Barbara County Flood Control and Water Conservation District (“District”), a dependent special district of the County of Santa Barbara, and the Los Alamos Community Services District (“LACSD”), an independent special district. The District and the LACSD are collectively referred to herein as “Assignees”, and Assignees and Assignor are collectively referred to herein as the “Parties.”

RECITALS

- a. On February 28, 2023, the Board of Directors of District (the “Board”) approved an Agreement between the District and the Assignor for the construction and dedication of off-site flood control and related improvements for Tract Map 14,608 in the Los Alamos Community (the “Construction Agreement”). These improvements are depicted in District Record Plans Number P-1097 (final “as built” plans).
- b. Pursuant to the February 28, 2023, Board Agenda Letter and related Construction Agreement, the District agreed to accept ownership and future maintenance responsibility for certain off-site stormwater facilities that provide regional flood control benefit, as described in item (E) of Recitals, of the Construction Agreement. Those facilities that serve the Village Square Subdivision exclusively, including private drainage features, are expressly excluded from District acceptance.
- c. The off-site storm drain improvement plans were approved by the District on December 4, 2015, and included as part of the Construction Agreement approved by the Board on February 28, 2023. The Construction Agreement provided for the District to inspect the completed improvements upon receipt of a Notice of Completion, and that upon the District’s determination that the improvements have been constructed in compliance with the approved plans, the Assignor would dedicate the stormwater improvements along with right-of-way and easements to the District.

- d. As required by the Board, all flood control improvements were to be funded by the Assignor, and all construction inspection and easement dedication costs were also to be funded by the Assignor. The improvements have been completed, and the District has inspected and approved said improvements. As required by the Construction Agreement, Assignor has provided the District with one original mylar, two print copies, and one electronic copy of final "as built" plans for the improvements; such "as built" plans are located in the District Office, depicted in Record Plans Number P-1097 Plans ("Plans P-1097").
- e. Following execution of the Construction Agreement, the Parties determined that, upon completion of the stormwater and sanitary sewer improvements, the LACSD would assume ownership of, and maintenance and operational responsibilities for, the wastewater and sanitary sewer facilities (hereinafter "Sewer Facilities"), and therefore the LACSD has been included as an Assignee to this Agreement. The District would assume ownership of, and maintenance and operational responsibilities to the offsite storm drain improvements applicable to regional flood control purposes, which are limited to the reinforced concrete pipe storm drain systems 48"-72" in diameter, associated headwalls and appurtenances, storm drain manholes, outlet protection, and surface and subsurface appurtenances incidental thereto (hereinafter "District Stormwater Facilities").
- f. Per the Conditions of Approval for the Village Square Subdivision, formerly the Legacy Estates Subdivision, the Village Square Homeowners Association ("HOA") is responsible for maintenance and operational responsibilities for the remainder of the off-site stormwater facilities (hereinafter "HOA Stormwater Facilities"). Specifically, HOA Stormwater Facilities include but are not limited to the offsite detention basin, detention basin outlet structure & grate, basin spillway, storm drain pipes to basin, and concrete V-ditches leading to the offsite detention basin. The HOA Stormwater Facilities are not dedicated to the County and will be maintained by the HOA. Assignment of HOA's easement rights required for maintenance and operation will occur through a separate assignment from Assignor to HOA. Assignor will retain ownership of HOA Stormwater Facilities.
- g. The Parties intend through this Agreement that Assignor does hereby: 1) dedicate to the District those District Stormwater Facilities, as described herein and depicted in Plans P-1097, and does assign to the District the easement rights needed for ongoing maintenance and operation of those District Stormwater Facilities, with the ongoing maintenance costs for the improvements to be included in the maintenance program for the Los Alamos Flood Zone; and 2) dedicate to the LACSD the Sewer Facilities, as depicted in Plans P-1097 , and to assign to the LACSD the easement rights needed for ongoing maintenance and operation of the Sewer Facilities.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals True and Correct:** The Parties hereto agree and acknowledge that the Recitals hereinabove are true and correct. The Recitals are incorporated into this Agreement as set forth in full herein.

2. **Assignment of Exclusive Stormwater Facilities Easement:** Assignor does hereby dedicate and assign to the District, its successors and assigns, an exclusive easement limited to only the easement area necessary for the ownership, operation, maintenance, repair, and replacement of the District Stormwater Facilities, and no other facilities, as defined herein. Assignor does hereby dedicate and assign to the LACSD, their successors and assigns, an exclusive easement for the Sewer Facilities.


The easements assigned herein are described in the “QUITCLAIM, GRANT OF EASEMENT AND AGREEMENTS,” recorded with the Office of the County Recorder of the County of Santa Barbara on August 28, 2023, as Document No. 2023-0025016, and incorporated herein by reference, but only to the extent applicable to the District Stormwater Facilities and the Sewer Facilities respectively. No easement rights are conveyed or assigned herein for any HOA Stormwater Facilities, which are expressly excluded from this Agreement.

3. **Assignment of Non-Exclusive Roadway Easement:** Assignor does hereby dedicate and assign to the District and LACSD respectively, their successors and assigns, a non-exclusive roadway easement for ingress, egress, and roadway purposes to all District Stormwater Facilities and all Sewer Facilities as described in the “QUITCLAIM, GRANT OF EASEMENT AND AGREEMENTS,” recorded with the Office of the County Recorder of the County of Santa Barbara on August 28, 2023, as Document No. 2023-0025016, and incorporated herein by reference as though set forth in full. Assignees shall be liable for any damage to the access road caused by that entity’s use of the easement area, including any damage caused by that entity’s equipment or personnel.
4. **Dedication of District Stormwater Facilities and Sewer Facilities:** Through the offer and acceptance of this Agreement and the dedication of the District Stormwater Facilities and Sewer Facilities, the Parties acknowledge and agree as follows:
 - (i) The District and the LACSD have had the opportunity to respectively examine and approve the District Stormwater Facilities and Sewer Facilities on the easement area, and the District accepts ownership and responsibility of the District Stormwater Facilities and the LACSD accepts ownership of and responsibility of the Sewer Facilities.
 - (ii) District Stormwater Facilities shall consist of the off-site storm drain improvements applicable to regional flood control purposes, consisting of the reinforced concrete pipe storm drain systems 48”-72” in diameter, associated headwalls and appurtenances, storm drain manholes, outlet protection, and surface and subsurface appurtenances incidental thereto. District Stormwater Facilities expressly excludes all private HOA Stormwater Facilities serving the development, including but not limited to the offsite detention basin, spillway, outlet structure, and inlet drains conveying flows to the offsite detention basin.
 - (iii) Assignees shall be liable for any damage to the facilities caused by that entity’s use of the easement area, including any damage caused by that entity’s equipment or personnel.
 - (iv) As of the Effective Date of this Agreement, Assignees agree and acknowledge that Assignor no longer has any responsibility for maintenance, repair and/or operation of the District Stormwater Facilities and Sewer Facilities.

- (v) As of the Effective Date of this Agreement, the District agrees to indemnify Assignor and LACSD against any and all claims, charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, rights, demands, costs, losses, debts, penalties, attorneys' fees, court costs, and damages of any nature whatsoever, known or unknown, asserted or unasserted, from the Effective Date until the Easement is abandoned or extinguished, and arising out of or related to the District's maintenance, repair and/or operation of the Stormwater Facilities, excluding those Stormwater Facilities maintained by the HOA.
 - (vi) As of the Effective Date of this Agreement, the LACSD agrees to indemnify Assignor and District against any and all claims, charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, rights, demands, costs, losses, debts, penalties, attorneys' fees, court costs, and damages of any nature whatsoever, known or unknown, asserted or unasserted, from the Effective Date until the Easement is abandoned or extinguished, and arising out of or related to the LACSD's maintenance, repair and/or operation of the Sewer Facilities.
 - (vii) As of the Effective Date of this Agreement, Assignor agrees to indemnify the District and the LACSD, their successors and assigns, against any and all claims, charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, rights, demands, costs, losses, debts, penalties, attorneys' fees, court costs, and damages of any nature whatsoever, known or unknown, asserted or unasserted, concerning the installation and construction of the District Stormwater Facilities and Sewer Facilities through the Effective Date.
5. **Miscellaneous Provisions:** This Agreement contains the entire agreement between Assignor and Assignees relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged. This Agreement shall be interpreted and enforced under and pursuant to the laws of the state of California.
 6. **Assignment Binding:** The Agreement set forth herein will be binding upon and will inure to the benefit of, as the case may be, Assignor and Assignees and their respective successors and assigns.
 7. **Recordation:** This Agreement shall be recorded with the County Recorder of the County of Santa Barbara and shall be notice to all persons and entities of the existence of the Easement, the Dedication, the Assignment, the Agreement and the rights and obligations of the Parties hereto.
 8. **Interpretation:** This Easement, , Dedication, Assignment and Agreement shall be interpreted under the laws of the State of California, with any legal action venue in the County of Santa Barbara.


IN WITNESS WHEREOF, Assignor and Assignees have executed this Dedication, Assignment of Easement and Agreement by their respective authorized representatives set forth below.

“Assignor”
Los Alamos 59, LP

By: 
Chris Jones, Vice President
Los Alamos 59, LP

Date: 3.5.2026

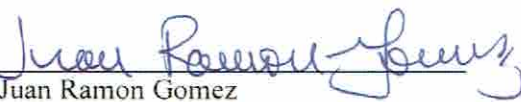
“Assignee”
Santa Barbara County Flood Control
and Water Conservation District

By: 
Chris Sneddon, Director
Public Works Department

*(On behalf of the Board of Directors
of the Santa Barbara County Flood Control
and Water Conservation District Pursuant to
County Code Chapter 12A-11.1)*

Date: 3/5/2026

“Assignee”
Los Alamos Community Services District

By: 
Juan Ramon Gomez
General Manager

Date: 3/5/2026

DISTRICT ACKNOWLEDGEMENT

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

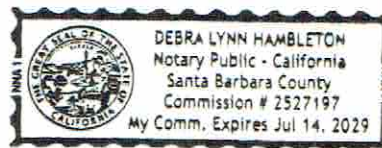
STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On March 5, 2026, before me, Debra Lynn Hambleton Notary Public, personally appeared Chris Sneddon, 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)



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 DEDICATION AND ASSIGNMENT OF EASEMENT AND AGREEMENT dated as of March 2, 2026, from LOS ALAMOS 59, LP, A CALIFORNIA LIMITED PARTNERSHIP ("ASSIGNOR") to 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, its successors or assigns, as ASSIGNEE is hereby accepted by the Public Works Director on behalf of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District pursuant to authority by Ordinance #5219, revising Santa Barbara County Code § 12A-11.1, adopted on August 27, 2024, as ASSIGNEE, and consents to recordation thereof by ASSIGNOR.

IN WITNESS WHEREOF, Assignee has executed this Certificate of Acceptance by the respective authorized representative set forth below.

Date: March 5, 2026

"ASSIGNEE"
COUNTY OF SANTA BARBARA

By: 
Chris Sneddon, Director
Public Works/Flood Control and
Water Conservation District

*(On behalf of the Santa Barbara County
Board of Supervisors Pursuant to County
Code Chapter 12A-11.1)*

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: 
0AC56B8DE45F483...
Tyler Sprague
Deputy County Counsel