

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.

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

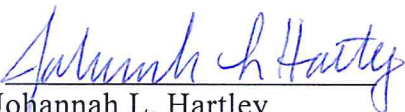
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD and  
Ex Officio Clerk of the Board of  
Directors of the Santa Barbara  
County Flood Control and Water  
Conservation District

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.

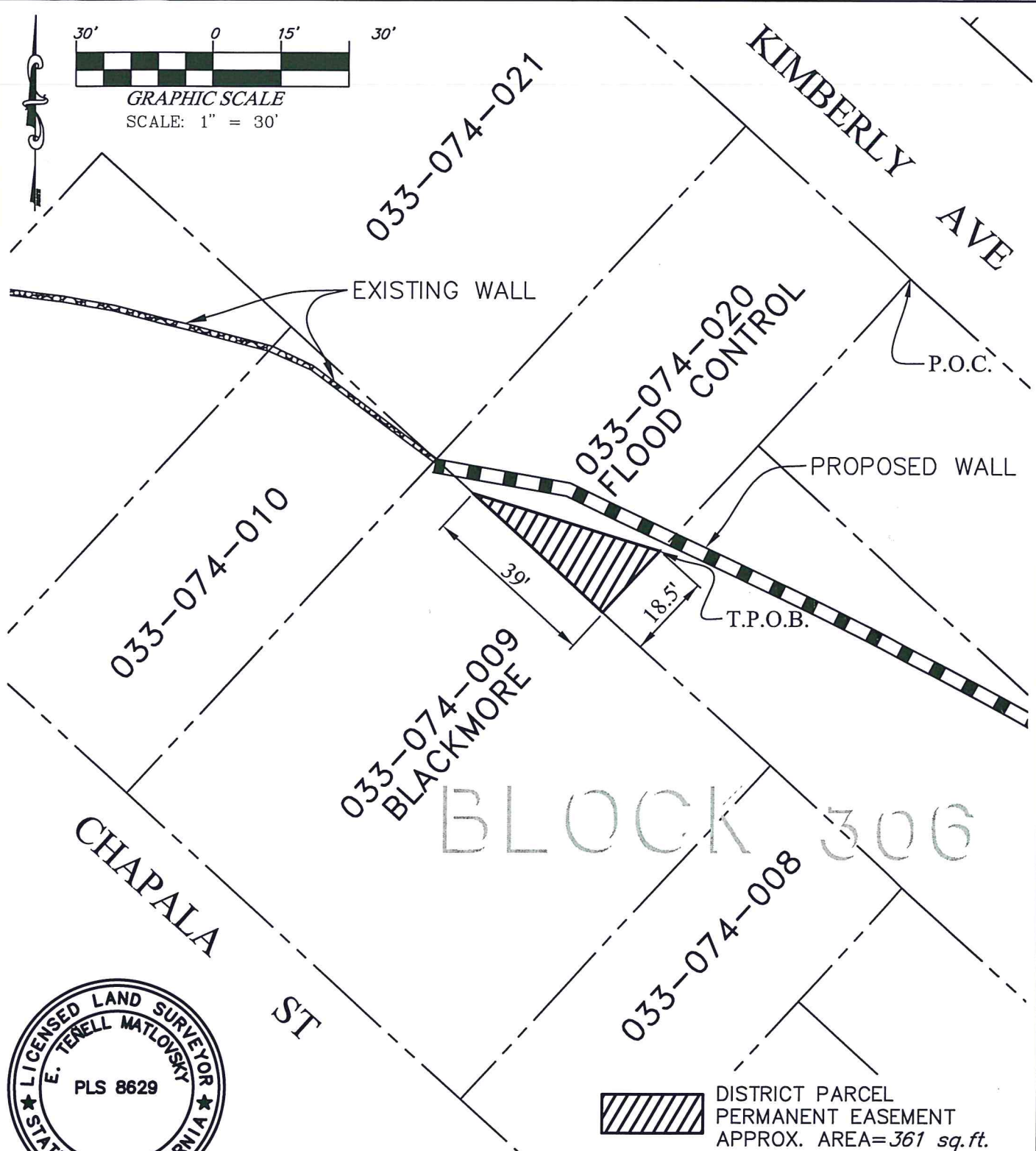
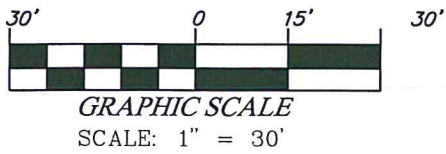
E. Teñell Matlovsky

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

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

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

*E. Teñell Matlovsky*  
E. TEÑELL MATLOVSKY

*08/27/2014*  
DATE