

**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 designated area of the Property (hereinafter collectively referred to as the "Temporary Easement Area"), as shown on Attachment "1" attached hereto and incorporated herein. The Temporary Easement Area is 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 Area 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 Area 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.

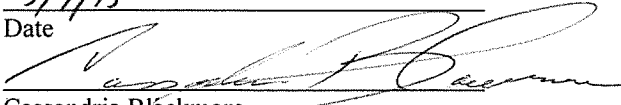
GRANTORS



 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

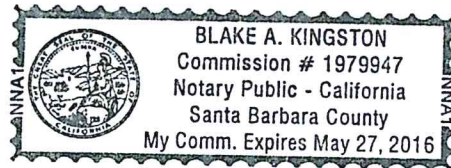
On 7th May 2015, before me, Blake A. Kingston, Notary Public a Notary
(Name of Notary)

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: [Handwritten Signature] (Seal)



California Civil Code § 1189

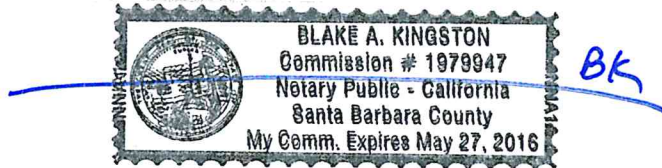


EXHIBIT "A"

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.

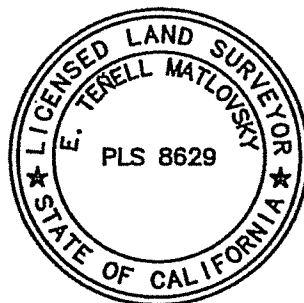
The Basis of Bearings for this description is the City Monument line of Chapala St. between found City Monuments at Mason & Yanonali Streets (North 48°30'00" West).

(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

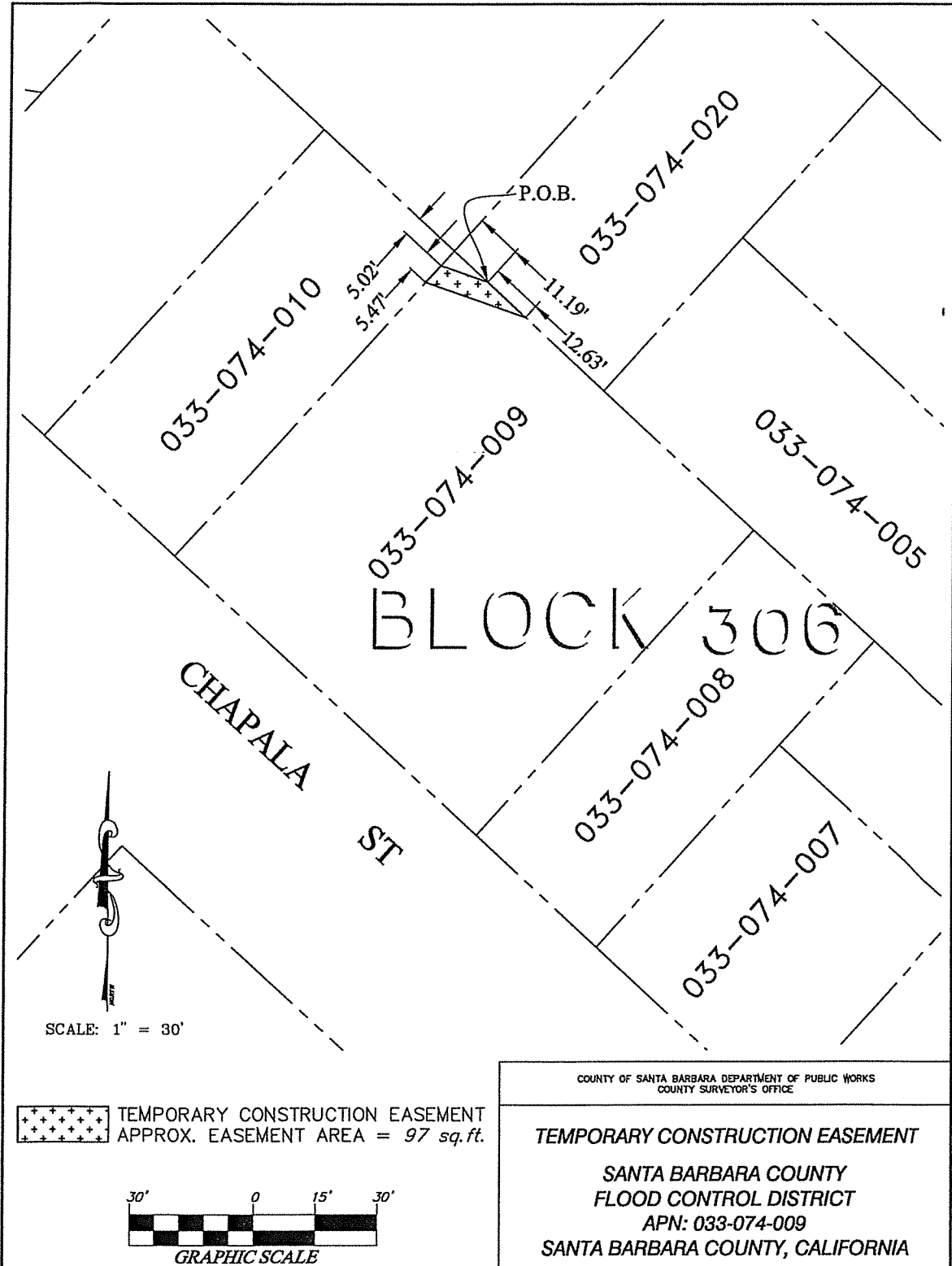


02/11/2013

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.

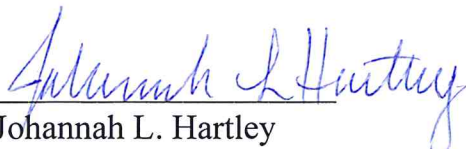
WITNESS my hand and official seal

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