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Public Works  
Surveyors Division  
Will Call

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

Document entitled to free recordation  
Pursuant to Government Code Section 6103

*This Deed not Valid Until Recorded*  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF NONEXCLUSIVE EASEMENT AGREEMENT**

The Housing Authority of the City of Santa Barbara, a public body, corporate and politic ("GRANTOR"), does hereby grant to the Santa Barbara County Flood Control and Water Conservation District, a dependent special district, its successors or assigns ("County"), a non-exclusive easement 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 and for water flow, flood control and all related purposes ("Easement"), together with the right of ingress and egress to, from and over said Easement, in, on, over, under, along and through a portion of that certain real property in the City of Santa Barbara, County of Santa Barbara, State of California, more particularly described as Santa Barbara County Assessor's Parcel Number 037-161-035 (512 Bath Street, herein the "Property"), the boundaries of which Easement are described in Exhibit A hereto ("Easement Area").

In consideration of the grant of the Easement, GRANTOR and COUNTY hereby agree as follows:

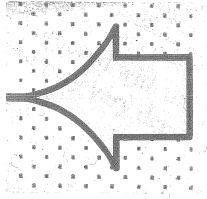
1. GRANTOR and COUNTY acknowledge that the Easement will be used for the construction, maintenance, replacement and operation of the Lower Mission Creek Improvement Project ("Project").
2. GRANTOR is aware of its right to receive compensation for granting this Easement but has agreed to dedicate said Easement to COUNTY without charge. COUNTY shall compensate GRANTOR via the installation of the Project improvements within the Easement by COUNTY at COUNTY's sole cost and expense. GRANTOR and its successors in interest retain the right to use the Easement Area except that within the Easement Area no permanent structures, buildings, and/or any accessory parts can be erected or other use made by GRANTOR which would interfere with COUNTY'S use of the Easement. GRANTOR and its successors in interest shall obtain written approval from COUNTY prior to implementing any work within the Easement Area, which approval shall not be unreasonably withheld.
3. COUNTY agrees to defend, indemnify and hold GRANTOR harmless from any and all liability, claims, demands, actions, damages (whether in contract or tort, or equity,

and/or based upon statute or ordinance or any other body of positive law, whether local, State or federal, including personal injury, death at any time, or property damage) costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from COUNTY'S use of the Easement.

4. COUNTY, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY'S entry thereon.
5. COUNTY agrees to maintain the Easement Area on the Project improvements in a safe condition.
6. COUNTY, its authorized agents, employees and contractors shall replace and/or repair any improvements, destroyed or damaged, as a result of the rights granted under this Easement. If any improvements are damaged or removed by COUNTY, its authorized agents, employees and contractors, they shall be restored or replaced by COUNTY to as near the original condition and location as is practicable.
7. By COUNTY'S exercise of this Easement, GRANTOR assumes no liability for loss or damage to COUNTY'S property, or injury to or death of any agent, employee, or contractor of COUNTY.
8. COUNTY and GRANTOR represent and warrant that the individuals executing this grant of easement is authorized to sign on behalf of COUNTY and GRANTOR respectively, and that no additional signatures are required to carry out the duties contemplated herein.

*(signatures appear on next page)*

"GRANTOR"  
Housing Authority of the City of Santa Barbara



*Robert G. Pearson*

By: Robert G. Pearson,  
Executive Director/ CEO

COUNTY:

*Scott D. McGolpin*

Signature

Scott D. McGolpin  
Public Works Director

Print Name/Title

123 East Anapamu Street

Address

Santa Barbara, CA 93101

City, State, Zip

*2/16/11*

Date

COUNTY ACKNOWLEDGEMENT

State of California
County of Santa Barbara

On 2/16/2011 before me, J. Jeffery Havlik, a Deputy Clerk, personally appeared

(Name of Clerk)

Scott D. McGolpin, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

CHANDRA L. WALLAR
CLERK OF THE BOARD

By: [Signature]
Deputy Clerk
(Seal)

California Civil Code section 1189

ACKNOWLEDGEMENT

State of California
County of Santa Barbara

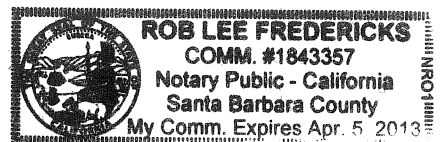
On 10/12/2011, before me, Rob Lee Fredericks,
(Name of Notary)

personally appeared Robert G. Pearson, 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.

Signature: [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 GRANT OF NONEXCLUSIVE EASEMENT AGREEMENT dated as of the 12<sup>th</sup> day of October, 2011, the Housing Authority of the City of Santa Barbara, a public body, corporate and politic, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special dependent district, is hereby accepted by Order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on \_\_\_\_\_, 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 \_\_\_\_\_.

CHANDRA L. WALLAR,  
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: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By:   
Michael Ledbetter  
Deputy County Counsel

**PERMANENT EASEMENT**

**LEGAL DESCRIPTION**

That portion of real property described in the Grant Deed recorded July 1, 2008 as Instrument Number 2008-0039104 in the office of the County Recorder of Santa Barbara County, State of California, lying northerly of the following described line:

Beginning at a point on the southeasterly line of said real property, distant North 41°30' East 320.88 feet from a ¾ inch iron pipe at the southerly corner of said real property;

Thence, leaving said southeasterly line, North 89°51'26" West 102.09 feet;


Thence, North 84°17'03" West 72.12 feet;

Thence, South 89°07'59" West 18.33 feet to the northwesterly line of said real property, being the Point of Termination of said described line.

Containing 8121 square feet or 0.186 acres more or less.

End of Description

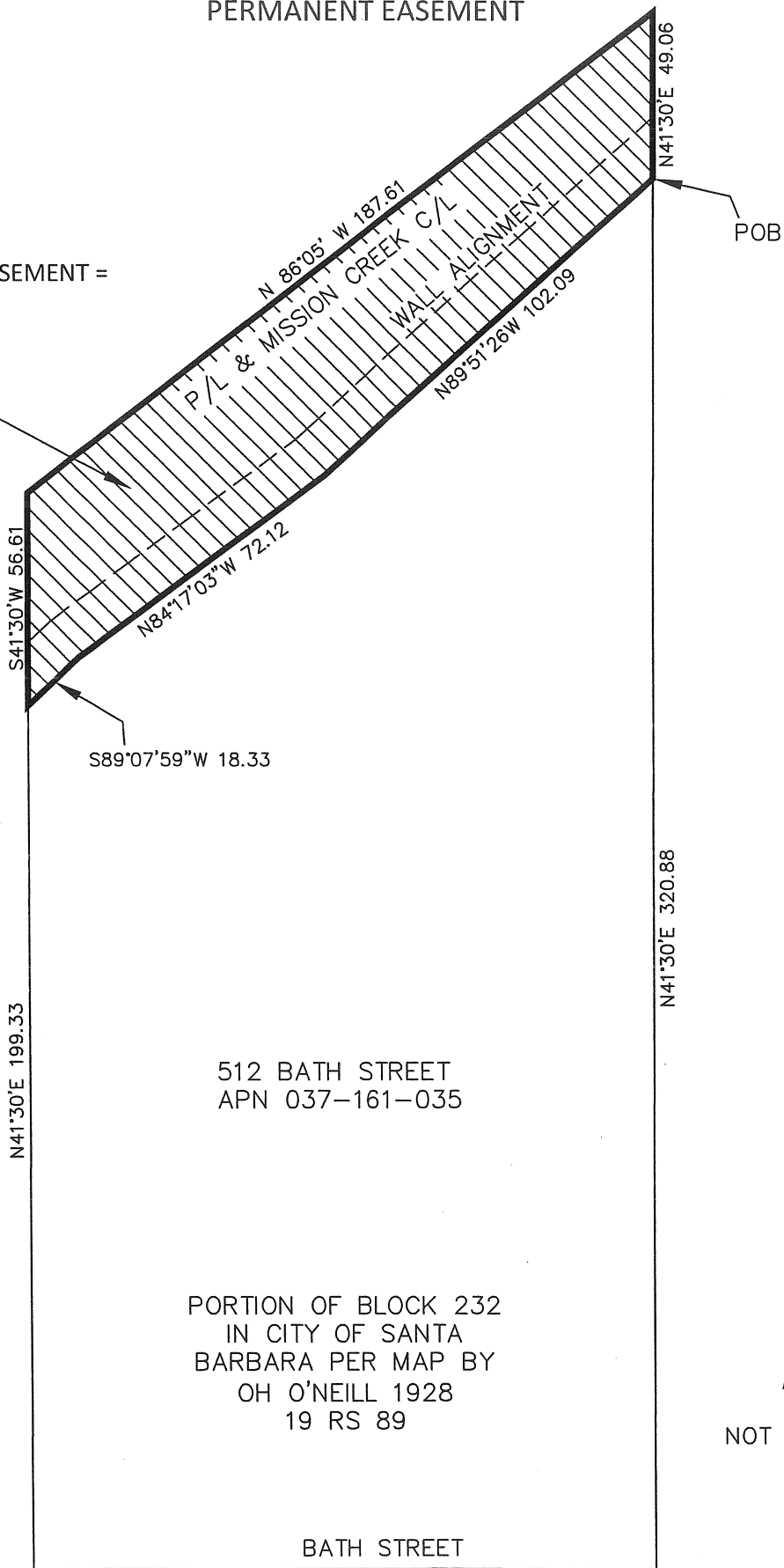
(See attached exhibit map made a part hereof)

 \_\_\_\_\_ 9-21-2011  
Gerald T. Mittermiller PLS 8125 Date  
License Expiration Date: 12-31-2012



PERMANENT EASEMENT

PERMANENT EASEMENT =  
8121 SqFt



NOT TO SCALE