

COPY

Recorded in Official Records
County of Santa Barbara

Recording request by:
Chris Jones, VP Operations
Los Alamos 59, LP
1885 California Street
Corona CA 92881

JOSEPH E. HOLLAND
County Clerk-Recorder
DOC # 2026-0007080

03/06/2026
12:18 PM
SMC

Titles: 1 Pages: 5
Fees: \$38.00
Taxes: \$0.00
CA SB2 Fee: \$75.00
Total: \$113.00

When recorded, mail to:
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Corona CA 92881

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Deed affects the following Assessor's Parcel Number: 099-030-061

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 §11911.7

ASSIGNMENT OF EASEMENT

This ASSIGNMENT OF EASEMENT ("Assignment") is executed and effective as of March 5, 2026 ("Effective Date"), by Los Alamos 59, LP, a California limited partnership (as "Assignor"), and the Village Square Community, Inc., a California non-profit corporation (hereinafter "HOA/Assignee"). Assignee and Assignor are collectively referred to herein as the "Parties."

RECITALS

- a. On February 28, 2023, the Board of Directors of the Santa Barbara Flood Control and Water Conservation District (hereinafter the "District") 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"), which facilities included offsite stormwater and sanitary sewer improvements.
- b. The District agreed to accept ownership and future maintenance responsibilities for a portion of the offsite stormwater facilities due to the regional flood control benefit. These facilities are within the Easement area referenced hereinbelow. The remaining private storm drain improvements and stormwater facilities within the Easement area are to be operated and maintained by Assignee.
- c. As required by the Conditions of Approval for the Village Square Subdivision, formerly the Legacy Estates Subdivision, and the Construction Agreement between Assignor and the District, all stormwater and sanitary sewer improvements were to be funded by the Assignor, and all construction inspection and easement assignment and dedication costs were to be funded by the Assignor. The offsite improvements have been completed as depicted in District Recorded Plans Number P-1097 (final "as built" plans) and the District and LACSD have respectively inspected and approved said improvements.
- d. Dedication to the District has been effected for the off-site stormwater 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 (hereinafter "District Stormwater Facilities"). The respective Easement areas upon which the District Stormwater Facilities and Sewer Facilities were constructed has been assigned to the District and to the LACSD as stated in the "DEDICATION AND ASSIGNMENT OF EASEMENT AND AGREEMENT," recorded with the Office of the County Recorder of the County of Santa Barbara on March 6, 2026 as Document No. 2026-0007011.

- e. Per the Conditions of Approval for the Village Square Subdivision, formerly the Legacy Estates Subdivision, Assignee, functioning as the homeowners association for Assignor's Legacy Homes development, is responsible for the operation and maintenance of the remainder of the offsite stormwater facilities within the Easement area (hereinafter "HOA Stormwater Facilities"). Specifically, the HOA Stormwater Facilities include all offsite storm drain improvements and stormwater facilities within the Easement area separate of the District Stormwater Facilities described above. Such HOA 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 detention basin. The HOA Facilities were not and are not being dedicated to the District.

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 Assignment as set forth in full herein.
2. **Assignment of Exclusive HOA Stormwater Facilities Easement:** Assignor does hereby assign to Assignee, its successors and assigns, an exclusive easement limited to only the area necessary for the operation, maintenance, repair, and replacement of the HOA Stormwater Facilities, which easement is 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. The Assignee shall be liable for any damage to the facilities within the easement area caused by their use of the easement area, including any damage caused by their equipment or personnel.
3. **Assignment of Non-Exclusive Roadway Easement:** Assignor does hereby dedicate and assign to Assignee, its successors and assigns, a non-exclusive roadway easement for ingress, egress, and roadway purposes to all HOA Stormwater 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. The Assignee shall be liable for any damage to the access road caused by their use of the easement area, including any damage caused by their equipment or personnel.
4. **Indemnification:** As of the Effective Date of this Assignment, Assignee agrees to indemnify Assignor 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 Assignor's maintenance, repair and/or operation of the HOA Facilities.

5. **Miscellaneous Provisions:** This Assignment contains the entire agreement between Assignor and Assignee 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 Assignment shall be interpreted and enforced under and pursuant to the laws of the state of California.
6. **Assignment Binding:** The Assignment 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 Assignment 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 Assignment, and the rights and obligations of the Parties hereto.
8. **Interpretation:** This Easement Assignment shall be interpreted under the laws of the state of California, with any legal action venue in the County of Santa Barbara.

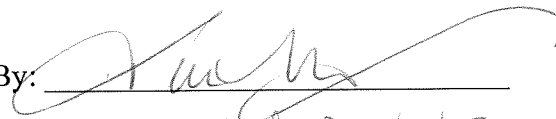
IN WITNESS WHEREOF Assignor and Assignees have executed this Assignment of Easement as of the day and year first written above:

Dated: 3.5.2026

By: 

Chris Jones, Vice President
Los Alamos 59, LP ("Assignor")

Dated: 3/2/24

By: 

Tara Mitchell, President
Village Square Community, Inc. ("HOA/Assignee")

ASSIGNOR 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)

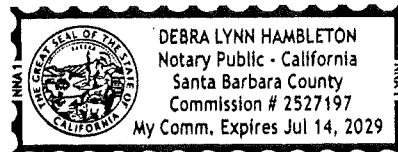
COUNTY OF SANTA BARBARA)

On MARCH 5, 2026, before me, DEBRA LYNN HAMBLETON, Notary Public, personally appeared Chris Jones, 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 *insert State* that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
(Signature) (Seal)



"Assignee"

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Riverside }

On 3/2/26 before me, CHIDI N OFOMA, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Tara Mitchell
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment of Easement

Document Date: 3/2/26 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing: