

**Attachment 2**

**ATTACHMENT 2**

**Permanent Easement Deed  
and  
Certificate of Acceptance**

Recorded at request by  
and to be returned to:  
County of Santa Barbara  
General Services Department  
Real Property Division  
**Will Call**  
1105 Santa Barbara St 2<sup>nd</sup> Flr  
Santa Barbara CA 93101  
**COUNTY OF SANTA BARBARA**  
**OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383  
No Documentary Transfer Tax  
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
A.P.N. 037-245-012 (portion of)  
District Project #SC8042  
General Service #003784  
T3-A – Easement

**EASEMENT DEED**  
**(PERMANENT EASEMENT)**

317 CHAPALA STREET, LLC., owner of all that real property in the City of Santa Barbara, County of Santa Barbara, State of California, referenced as 317 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Number 037-245-012 (the "Subject Property"), as OWNER herein,

FOR A VALUABLE CONSIDERATION, OWNER DOES HEREBY GRANT TO

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, its successors and assigns, as DISTRICT herein, a permanent easement in perpetuity for flood control purposes, over, under and across a portion of the Subject Property for access, excavation, removal, demolition, and alteration of improvements, vegetation and topography, and for the construction, reconstruction, replacement, repair, use and maintenance of various improvements as required for the Lower Mission Creek Flood Control Improvement and Restoration Project, Reaches 2B Phase II & 3, District Project # SC8042, and subsequently for water flowage, flood control and all related purposes ("Facilities"). The permanent easement area containing approximately 2,936 sq.ft., granted hereby is more particularly described in Exhibit "A" and depicted on Exhibit "B" ("Permanent Easement") attached hereto and incorporated herein by this reference.

OWNER and its successors in interest retain the right to use the Permanent Easement area except that within the Permanent Easement area, 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 operations, uses of and access rights granted herein.

Notwithstanding the foregoing, OWNER shall have the right to use and maintain the Permanent Easement area that is not encumbered by the DISTRICT's Facilities for ingress and egress, hardscape and landscape. DISTRICT's rights to the Permanent Easement used and maintained by the OWNER are not diminished by this acknowledgement.

OWNER shall not disturb or damage DISTRICT's Facilities on the Subject Property. In the event said Facilities are disturbed or damaged by OWNER, its successors, assigns, designees, employees, or contractors, then OWNER shall immediately contact DISTRICT and shall repair or replace said Facilities to DISTRICT'S satisfaction.

DISTRICT shall have the right to clear or keep clear from the Permanent Easement all buildings, structures and improvements that interfere with the use of the Permanent Easement. DISTRICT and its successors, assigns, contractors and employees 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 or access to the DISTRICT's Facilities within and above Permanent Easement, provided however that DISTRICT shall make the least injury and damage to the surface of the ground and vegetation as is reasonably practical and restore 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.

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, volunteers, or agents (the "Indemnitee") against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, officials, employees, volunteers or agents.

DATE: February 20, 2020

"OWNER"

A handwritten signature in black ink, appearing to read "Tonia Gallardo", written over a horizontal line.

Tonia Gallardo  
Its: Manager

# ACKNOWLEDGEMENT

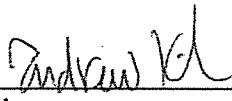
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SANTA BARBARA        )

On February 21, 2020 before me, Andrew John Kish Notary Public, personally appeared Tonia Gallardo 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 she executed the same in her authorized capacity, and that by her 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)

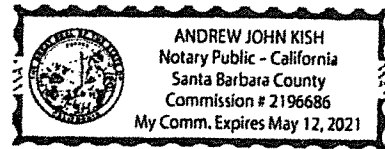


EXHIBIT A  
T3-A

A portion of the parcel of land in Block 270 in the City of Santa Barbara, County of Santa Barbara, State of California, described as Parcel One in the Grant Deed to the 317 Chapala Street LLC, recorded August 16, 2013, as Instrument Number 2013-055465, Official Records of the County of Santa Barbara, described as follows.

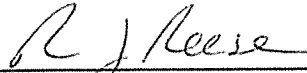
The Southwesterly 47.35 feet of Parcel One of said Grant Deed, measured at right angles to the southwesterly line thereof, to wit:

Beginning at the westerly corner of said Parcel One of said Grant Deed:

- Course 1 thence, northeasterly along the northerly line of said Parcel One, North 42°25'12" East, 47.35 feet;
- Course 2 thence, parallel with and 47.35 feet distant northeasterly from the southwesterly line of said Parcel One, South 47°34'48" East, 62.00 feet to a point on the southeasterly line of said Parcel One;
- Course 3 thence, along the southeasterly line of said Parcel One, South 42°25'12" West, 47.35 feet to the southerly corner of said Parcel One;
- Course 4 thence, along the southwesterly line of said Parcel One, North 47°34'48" West 62.00 feet to the Point of Beginning.

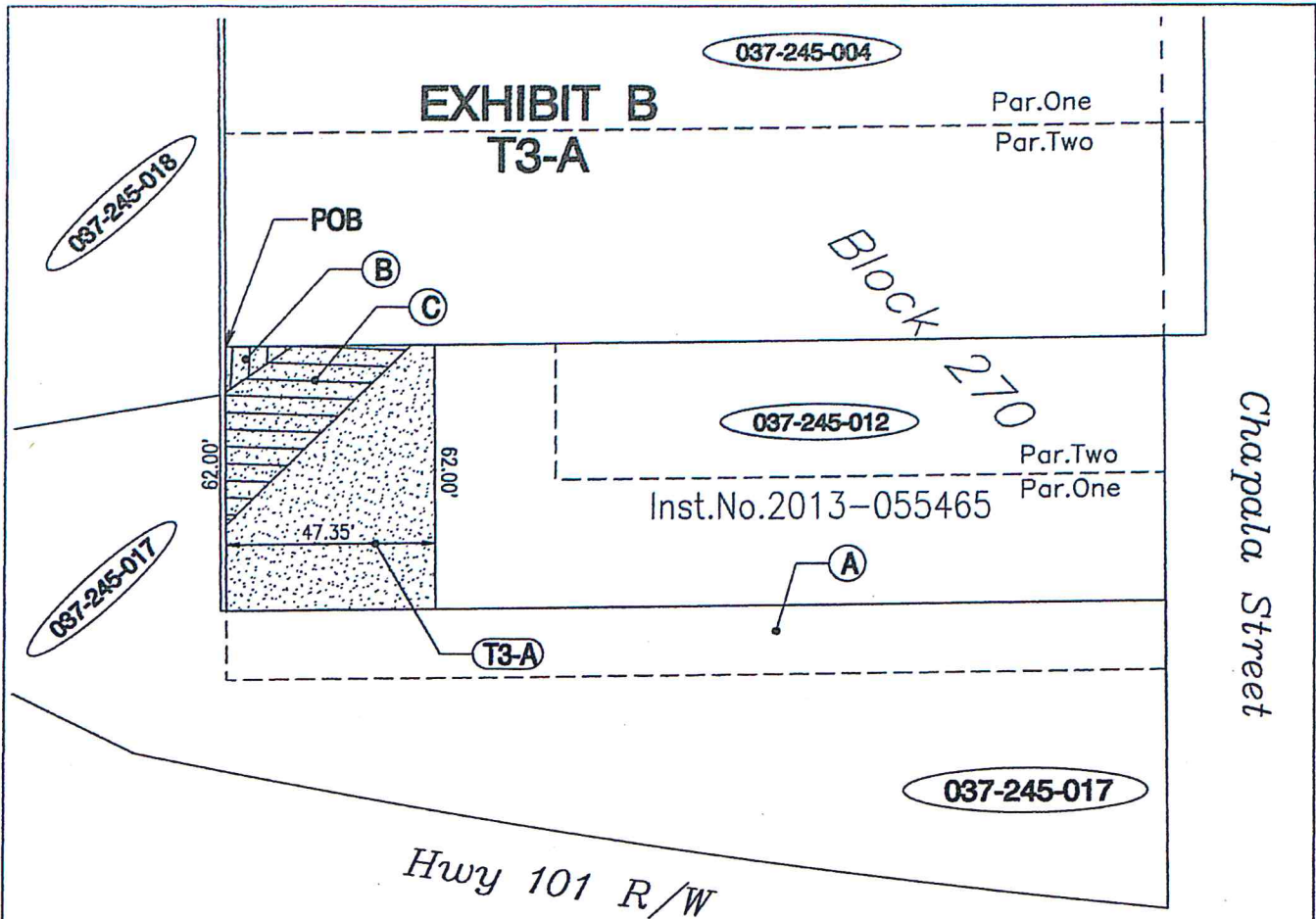
The above described parcel of land contains approximately 2936 square feet and is as shown on Exhibit B, attached hereto and made a part hereof.

This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

  
\_\_\_\_\_  
Robert Reese, LS 6208

2020.03.03  
date



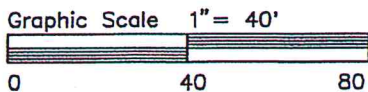
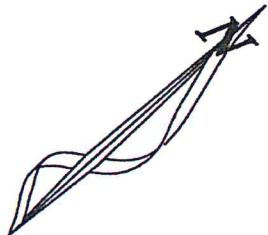


037-245-012 vesting doc: 2013-055465  
 A 2013-055465: 16.17' ingress/egress easmt  
 B 2368 OR 966: flood control easmnt  
 C 2368 OR 969: flood control access easmnt  
 T3-A 2936sq.ft. Perm.Easement

This Exhibit has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

*Robert J. Reese*

date: 2020.03.03



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS  
 FLOOD CONTROL DISTRICT

**APN 037-245-012**

PERMANENT EASEMENT  
 SANTA BARBARA COUNTY  
 FLOOD CONTROL DISTRICT  
 SANTA BARBARA COUNTY, CALIFORNIA

**CERTIFICATE OF ACCEPTANCE**

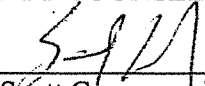
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. §27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated February 20, 2020, from 317 CHAPALA STREET, LLC., as OWNER, 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 DISTRICT 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 authorized on March 2, 2021, by the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District and the DISTRICT consents to recordation thereof by its duly authorized officer.

By: \_\_\_\_\_  
Scott D. McGolpin, Director  
Public Works/Flood Control and  
Water Conservation District

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Scott Greenwood  
Deputy County Counsel