

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

COUNTY OF SANTA BARBARA
General Services Department
Real Estate Services
WILL CALL

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS
Document entitle to free recordation
Pursuant to Government Code 6103

A.P.N.: 101-390-001

The Above Space For Recorder's Use Only

GRANT OF DOG PARK EASEMENT

This Agreement is by and in between: **RICE RANCH VENTURES, LLC** a Delaware Limited Liability Corporation,

And the COUNTY OF SANTA BARBARA

With reference to the following:

RICE RANCH VENTURES, LLC, owner of a portion of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred at as Assessor's Parcel No. 101-390-001, referred to as **GRANTOR** herein,

FOR VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

THE COUNTY OF SANTA BARBARA, its successors or assigns, **GRANTEE**, herein, a permanent easement (hereinafter ("Easement")) for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by **GRANTEE** for **GRANTEE'S** operations of a dog park, in such a number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the **GRANTEE**, or its successors in interest, may from time to time deem necessary to install within the Easement Area for the above-referenced purposes only, in, on, over, along, under, and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference ("Easement Area").

GRANTEE shall use and maintain related facilities for a dog park in a manner designed to minimize impact or damage to the Easement Area.

GRANTEE, its authorized agents, employees and contractors shall be fully liable for any damage done to the Easement Area, and shall replace and/or repair any improvements destroyed or damaged, as a result of the exercise of the rights granted under this Easement. **GRANTEE** shall defend, indemnify, save, and hold harmless **GRANTOR**, 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 exercise of the rights granted

to GRANTEE hereunder.

GRANTOR 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 contamination by harmful, hazardous and/or toxic materials released upon the subject property by GRANTOR or by any third party under GRANTOR'S control or at GRANTOR'S direction. The foregoing indemnity shall apply only to the extent permitted by applicable law and shall not limit either GRANTOR'S liability or GRANTEE'S remedy under such law.

GRANTOR and its successors in interest retain the right to use the Easement Area for purposes consistent with the exercise of the rights granted herein, and shall refrain from making any use of the Easement Area which would interfere with the use, construction, repair or maintenance of improvements or facilities or any other rights granted herein.

All parties to this agreement warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law, in order to enter into this agreement, have been fully complied with.

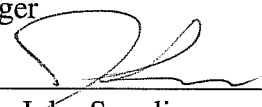
GRANTOR:

RICE RANCH VENTURES, LLC

A Delaware limited liability company

By: SBRR Partners, LLC
a California limited liability company
Its: Managing Member

By: J.H.S., LLC,
a California limited liability company,
Its : Manager

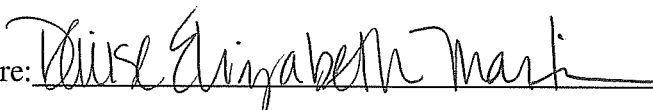
By: 
John Scardino

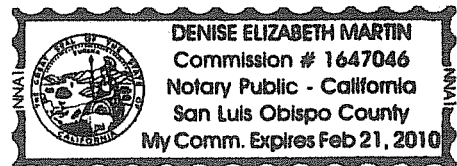
STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)

On December 30, 2008 before me, Denise Elizabeth Martin, Notary Public, personally appeared John Scardino, 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.

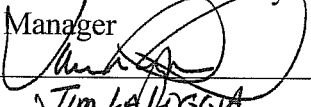
WITNESS my hand and official seal.

Signature: 



SIGNATURE PAGE ATTACHMENT TO: GRANT TO DOG PARK EASEMENT
Rice Ranch Ventures, LLC
a Delaware Limited Liability Company

By: SBRR Partners, LLC
a California Limited Liability Company
Its: Managing Member

By: J.H.S., LLC
a California Limited Liability Company
Its: Manager
By: 
Name: Tim LaLosciga
Title: VICE PRESIDENT

APPROVED AS TO FORM
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara }

On Jan. 8, 2009 before me, Sarah Brooks, a notary public
Date Here Insert Name and Title of the Officer

personally appeared Jim LaLoggia
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 Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

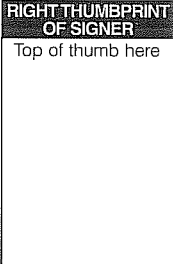
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit A
Legal Description
Dog Park Easement

That portion of Lot 2 of Tract 14,636 in the County of Santa Barbara, State of California, according to the map filed September 29, 2005 in Book 200, at Pages 93-99 inclusive of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the westerly corner of Lot 465 of Tract 14,430 Unit 2, according to the map filed November 28, 2007 in Book 203, at Pages 85-90 inclusive of Maps, in the Office of the County Recorder of said County;

Thence along the westerly line of said Lot north $16^{\circ}38'23''$ east 278.72 feet;

Thence along said line north $35^{\circ}30'31''$ east 176.82 feet to the **True Point of Beginning**, and the beginning of a non-tangent curve concave to the north having a radius of 40.50 feet, and to which beginning the center of said curve bears north $33^{\circ}07'07''$ west;

Thence westerly along the arc of said curve through a central angle of $30^{\circ}49'51''$ a distance of 21.79 feet to the beginning of a compound curve concave to the north, having a radius of 301.50 feet;

Thence westerly along the arc of said curve through a central angle of $23^{\circ}51'36''$ a distance of 125.56 feet;

Thence north $68^{\circ}25'40''$ west 129.35 feet;

Thence north $28^{\circ}46'39''$ west 44.61 feet;

Thence north $73^{\circ}25'45''$ east 61.01 feet;

Thence north $80^{\circ}46'55''$ east 143.75 feet;

Thence south $75^{\circ}08'23''$ east 70.50 feet;

Thence south $48^{\circ}13'54''$ east 30.92 feet to the westerly line of said Lot 465;

Thence along said line south $31^{\circ}50'31''$ west 22.64 feet;

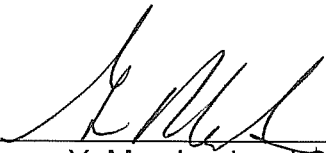
Thence along said line south $23^{\circ}00'01''$ east 62.17 feet;

Thence along said line south $35^{\circ}30'31''$ west 32.28 feet to the True Point of Beginning.

Containing 0.69 acres more or less.

The above-described legal description is graphically shown on Exhibit "A-1" attached hereto and made a part hereof.

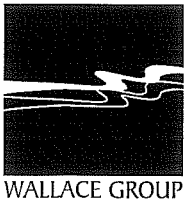
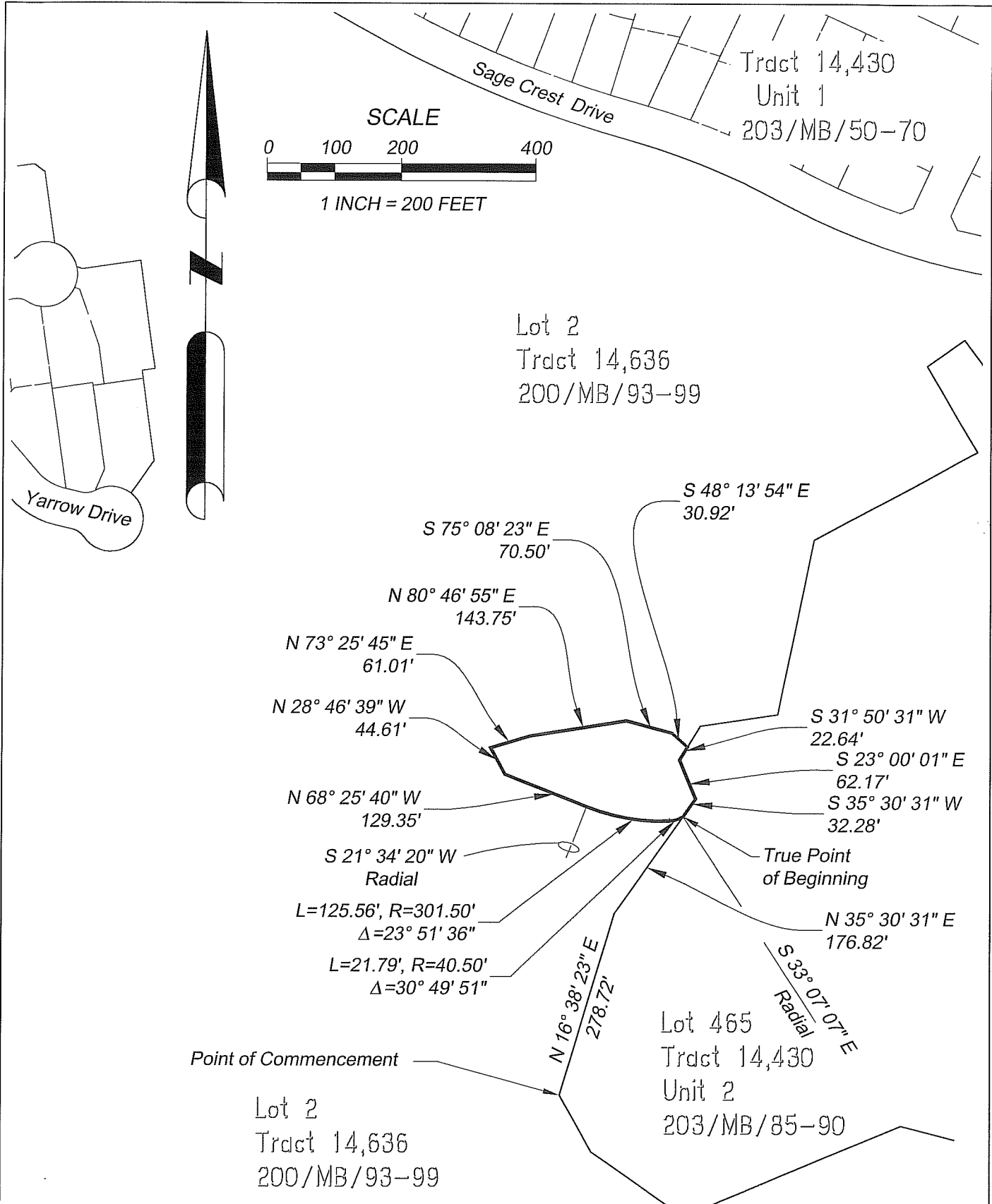
End of Description



George Y. Marchenko LS 6964 1-2-09
License Expiration Date: 9/30/2009 Date

Lot 2 dog park.doc





612 Clarion Court
 SAN LUIS OBISPO, CA 93401
 T 805 544-4011
 F 805 544-4294
 www.wallacegroup.us

Exhibit A-1
Dog Park Easement Legal Description
Portion of Lot 2
Tract 14,636
County of Santa Barbara, CA

JOB No. : 653-01
DRAWING : Lot 2 dog park
DRAWN BY: GM
DATE : 10/24/08
Sheet 1 of 1

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

This is to certify that the interest in real property conveyed by the GRANT OF DOG PARK EASEMENT dated _____, from RICE RANCH VENTURES, LLC to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California is accepted by the Board of Supervisors of the County of Santa Barbara, on _____, as grantee consents to the recordation of said deed by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2009.

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy