

## MUTUAL INDEMNIFICATION AGREEMENT

This MUTUAL INDEMNIFICATION AGREEMENT (“Indemnification”) dated \_\_\_\_\_, 2026, by the Santa Barbara County Flood Control and Water Conservation District (“District”), a dependent special district of the County of Santa Barbara, the Los Alamos Community Services District (“LACSD”), an independent special district, and the Village Square Community, Inc., a California non-profit corporation (hereinafter “HOA”). The District, LACSD, and HOA are collectively referred to herein as the “Parties.”

### RECITALS

- a. March 2, 2026, is the effective date and approval of the Dedication and Assignment of Easement and Agreement, (“Agreement”), by the District and LACSD, recorded with the Office of the County Recorder of the County of Santa Barbara on March 6, 2026 as Document No. 2026-0007011, for accepting the assignment and dedication of District Storm Water Facilities and LACSD Sewer Facilities, and accepting assignment of a Non-Exclusive Roadway Easement.
- b. On March 5, 2026, the HOA executed an Assignment of Easement, (“Assignment”), recorded with the Office of the County Recorder of the County of Santa Barbara on March 6, 2026 as Document No. 2026-0007080, accepting the assignment of HOA Storm Water Facilities and a Non-Exclusive Roadway Easement.
- c. The above referenced Non-Exclusive Roadway Easement is to be used jointly by the District, LACSD, and the HOA for ingress, egress, and roadway purposes and is 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, reference as though set forth in full.

**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 Indemnification as set forth in full herein.
2. The District, LACSD, and HOA shall be liable for any damage to the facilities and access road within the easement area caused by that entity’s use of the easement, including any damage caused by that entity’s equipment or personnel. The District and the HOA shall share equally in the costs of routine maintenance for the roads within the easement area, but LACSD shall not be required to contribute to the cost of such routine maintenance, based on normal wear and tear from typical usage.
3. As of the Effective Date of this Indemnification, the District agrees to indemnify LACSD, HOA, and their successors and assigns, 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 the District’s maintenance, repair and/or operation of the District Stormwater Facilities.

- 4. As of the Effective Date of this Assignment, LACSD agrees to indemnify District, HOA, and their successors and assigns, 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 LACSD’s maintenance, repair and/or operation of the Sewer Facilities.
- 5. As of the Effective Date of this Agreement, HOA agrees to indemnify the District, LACSD, and their successors and assigns, 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, concerning HOA’s use of the Easement area, including but not limited to HOA’s maintenance, repair and/or operation of HOA Stormwater Facilities.
- 6. **Miscellaneous Provisions:** This Agreement contains the entire agreement between the Parties relating to 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 Agreement shall be interpreted and enforced under and pursuant to the laws of the state of California.
- 7. **Assignment Binding:** The Agreement set forth herein will be binding upon and will inure to the benefit of, as the case may be, to the Parties and their respective successors and assigns.
- 8. **Interpretation:** This Agreement 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**, the Parties have executed this Agreement by the respective authorized officers as set forth herein, to be effective as of the date executed by the District, (“Effective Date”).

Village Square Community, Inc (“HOA”)

Date: 4/7/2026 | 10:24 AM PDT

DocuSigned by:  
By: Tara Mitchell  
DBB44F15726C452  
Tara Mitchell, President

Los Alamos Services District (“LACSD”)

Date: 4/8/2026 | 9:40 AM PDT

Signed by:  
By: Juan Ramon Gomez  
8F2121A83B07413...  
Juan Ramon Gomez, General Manager



Project: LA59 Carrari  
APN:099-030-061 (Portion)  
Folio: 003990

**“District”**

Santa Barbara County Flood Control  
and Water Conservation District, a  
dependent special district of the  
County of Santa Barbara

ATTEST  
MONA MIYASATO  
CLERK OF THE BOARD  
Ex Officio Clerk of the Santa Barbara County  
Flood Control and Water Conservation District

Signed by:  
By:   
9DD6B7A21EC646A  
Bob Nelson, Chair  
Board of Directors

Signed by:  
By:    
0B03F3DDF9EE4AA...  
Deputy Clerk

Date: 4/27/2026 | 1:57 PM PDT


APPROVED AS TO FORM:  
RISK MANAGEMENT

APPROVED AS TO FORM  
RACHEL VAN MULLEM:  
COUNTY COUNSEL

Signed by:  
By:   
53A8AAB798BA4D7...  
Marisa Kahn, Interim Risk Manager

Signed by:  
By:   
0AC56B8DF45F483...  
Deputy County Counsel

APPROVED AS TO FORM:  
PUBLIC WORKS DEPARTMENT

DocuSigned by:  
By:   
07CEC4FE08B848C...  
Chris Sneddon, Public Works Director