

Recorded at request by  
and to be returned to:  
County of Santa Barbara  
General Services Department  
Office of Real Estate Services  
Will Call

COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS

No fee pursuant to  
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
A.P.N. 033-074-009 (portion of)  
District Project #SC8042  
Folio 003679

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

JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, owners of all that real property in the City of Santa Barbara, County of Santa Barbara, State of California, commonly known as 112 Chapala Street, Santa Barbara, California, and more particularly described as County Assessor's Parcel Numbers 033-074-009 (the "Property"), as GRANTORS herein,

FOR A VALUABLE CONSIDERATION, DO HEREBY GRANT TO

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 and assigns, authorized agents, contractors, officers and employees, as GRANTEE herein, a permanent easement and right-of-way in, on, over, under, along, and across a portion of the Property 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 as required for the Lower Mission Creek Flood Control Project # SC8042, and subsequently for water flowage, flood control and all related purposes (hereinafter "GRANTEE's Facilities"). The permanent easement area (herein the "Easement Area") containing approximately 28 sq.ft., granted hereby is more particularly described in Exhibit "A" (legal description) and shown on Exhibit "B" (map) attached hereto and incorporated herein by this reference.

GRANTORS and their successors in interest retain the right to use the Easement Area except that within the 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 rights granted herein.

GRANTEE shall have the right to clear or keep clear from the easement area all buildings, structures and facilities which interfere with the use of the easement area at the expense of whoever

is responsible for the installation of same. GRANTEE 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 the GRANTEE's Facilities within and above the easement area, provided however that GRANTEE 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.

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

GRANTORS 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 the condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

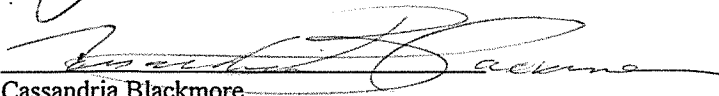
In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

Signatory for GRANTORS does hereby represent and warrant that they are authorized to sign on behalf of GRANTORS, has communicated the contents, rights and duties of this Easement to all parties having an interest in the Property, and that no additional signatures are required to grant the interest and perform the obligations specified herein.

DATE: 5/7/15

"GRANTORS"

  
\_\_\_\_\_  
Jonathan Blackmore

  
\_\_\_\_\_  
Cassandra Blackmore

**ACKNOWLEDGMENT**

A notary 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 7<sup>th</sup> May 2015, before me, Blake A. Kingston, Notary Public, a Notary  
(Name of Notary)

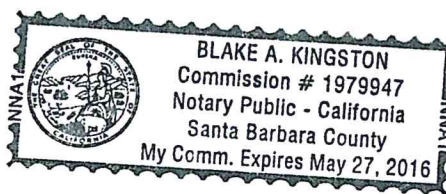
Public, personally appeared Jonathan Blackmore and Cassabdria Blackmore, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons 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)

California Civil Code § 1189



**PERMANENT EASEMENT**

**LEGAL DESCRIPTION**

That portion of Santa Barbara City Block No. 306, according to the Official Map thereof, in the City of Santa Barbara, County of Santa Barbara, State of California, being also a portion of that real property described in the Individual Grant Deed recorded April 1, 1980 as Instrument No. 80-13261 of Official Records in the office of the County Recorder of said County, described as follows:

BEGINNING at the northerly corner of that real property described in said Individual Grant Deed;

THENCE, South 48°30'00" East, along the northeasterly line of said real property, 11.19 feet;

THENCE, leaving said northeasterly line, North 72°39'42" West, 12.26 feet to the northwesterly line of said real property;

THENCE, along said northwesterly line, North 41°30'00" East, 5.02 feet to the POINT OF BEGINNING.

End of Description

Containing 28 square feet, more or less.

The Basis of Bearings for this description is the City Monument line of Chapala St. between found City Monuments at Mason & Yanonali Streets (North 48°30'00" West).

(See attached exhibit map made a part hereof)

This legal description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

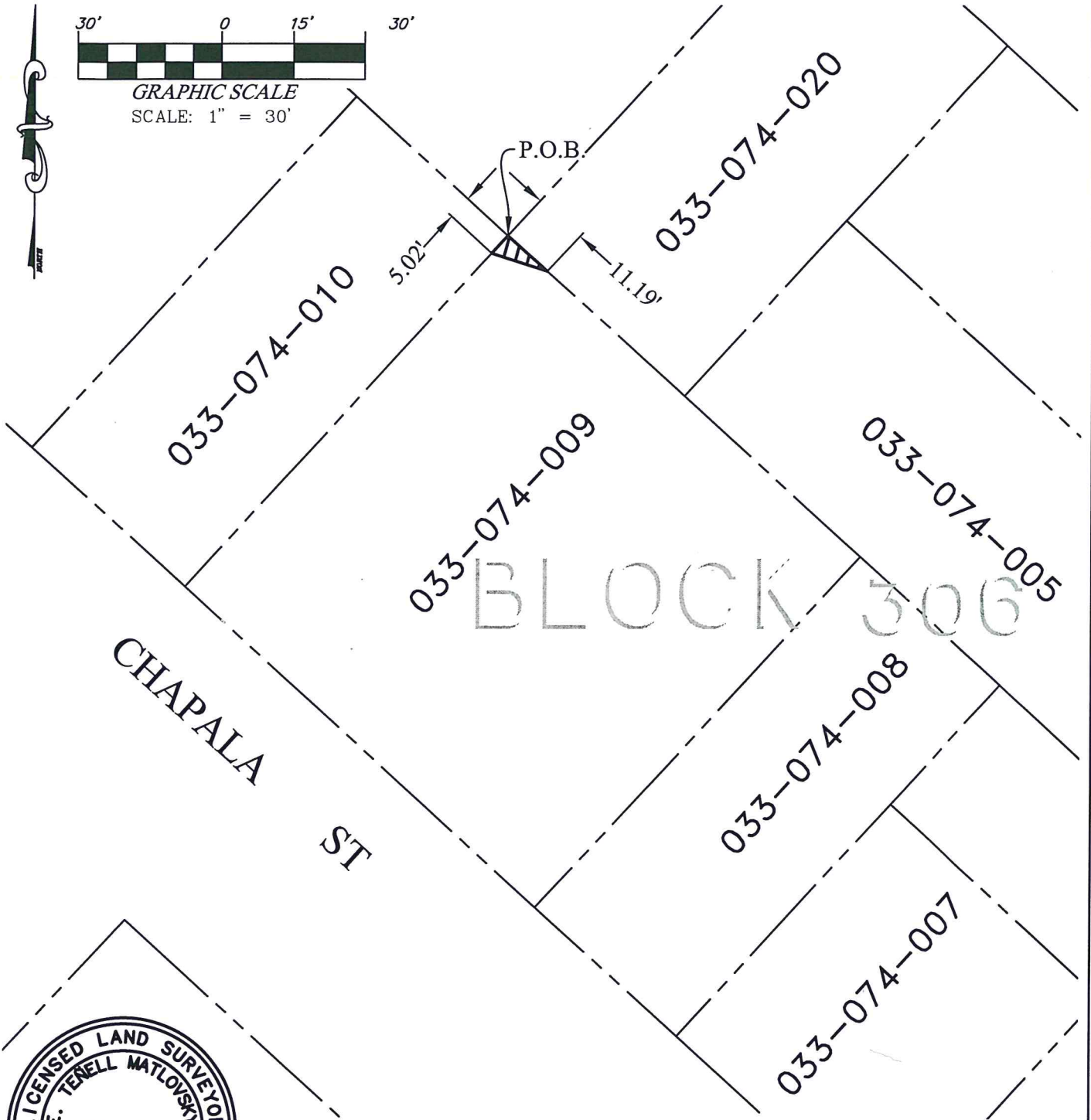
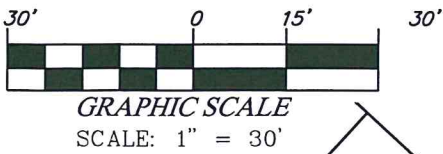
E. Teñell Matlovsky

E. Teñell Matlovsky, PLS 8629



08/27/2014

Date



THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

*E. Tenell Matlovsky*  
E. TENELL MATLOVSKY

*08/27/2014*  
DATE



PERMANENT EASEMENT  
APPROX. AREA = 28 sq. ft.

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS  
COUNTY SURVEYOR'S OFFICE

PERMANENT EASEMENT  
SANTA BARBARA COUNTY  
FLOOD CONTROL DISTRICT  
APN: 033-074-009  
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 as of the 7<sup>th</sup> day of May 2015, from JONATHAN BLACKMORE and CASSANDRIA BLACKMORE, husband and wife, as Joint Tenants, as GRANTORS, to the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district of the County of Santa Barbara, its successors or assigns, as GRANTEE, is hereby accepted by order of the Board of Directors of the Santa Barbara County Flood Control and Water Conservation District on the 2<sup>nd</sup> Day of June, and the Santa Barbara County Flood Control and Water Conservation District as GRANTEE consents to recordation thereof by its duly authorized officer.

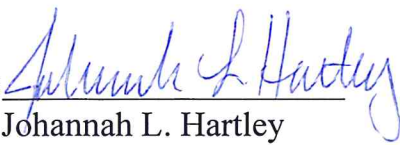
WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2015

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

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Johannah L. Hartley  
Deputy County Counsel