

ATTACHMENT 2

(GRANT OF EASEMENT TO PROPERTY OWNER)

Recording request by and
when recorded, mail to:
County of Santa Barbara
General Services Department
Real Property Division
1105 Santa Barbara St. 2nd Floor
Santa Barbara, CA 93101
Will Call

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 059-440-005 (portion of)
Flood Control Easement
Real Property Division #003859

<p>The undersigned grantor declares DOCUMENTARY TRANSFER TAX \$ <u> - 0 - </u> <input type="checkbox"/> computed on full value of property conveyed, or <input type="checkbox"/> computed on full value less liens and encumbrances remaining at the time of sale. <input checked="" type="checkbox"/> County of Santa Barbara</p>

EASEMENT DEED AGREEMENT
(PERMANENT EASEMENT)

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a dependent special district, as owner of all that real property in the County of Santa Barbara, State of California, and more particularly described as County Assessor's Parcel Number 059-440-005 (the "Property), as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO:

LEO & TIA BLICKLEY FAMILY TRUST, DATED AUGUST 2, 2002, its successors and assigns, a permanent easement and right-of-way in perpetuity, in, on, over, under, along, and across a portion of the Property. The permanent easement area containing approximately 2,073 sq. ft., granted hereby is more particularly described in Exhibit "C" and shown on Exhibit "D" attached hereto and incorporated herein by this reference (the "Easement Area").

GRANTEE its successor and assigns, shall have the obligation to maintain, trim, and cut trees, shrubs, vegetation and roots, if any, that may endanger or interfere with the operation or use of the DISTRICT's adjacent right of way outside the Easement Area.

DISTRICT shall not disturb or damage GRANTEE's right of way on the Property. In the event said right of way is disturbed by DISTRICT, their successors, assigns, designees, employees, or contractors, then GRANTEE shall immediately contact DISTRICT and DISTRICT shall remedy the GRANTEE's right of way to GRANTEE's satisfaction.

Each party agrees to indemnify and hold the other free and harmless from any cost, damage, expense or liability arising by reason of the use, maintenance or ownership of the Easement Area by that party or the

agent, servant, employee or invitee of that party, including the active defense of any claim for which indemnity is given hereunder.

IN WITNESS WHEREOF, GRANTEE and DISTRICT have executed this Easement Deed Agreement by their respective authorized representatives set forth below.

“GRANTEE”
LEO AND TIA BLICKLEY FAMILY TRUST
DATED AUGUST 2, 2002

“DISTRICT”
SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Leo Blickley, Trustee

Joan Hartmann, Chair
Board of Directors

DATE: _____

DATE: _____

Tia Blickley, Trustee

DATE: _____

LEGAL DESCRIPTION

May 25, 2021

An 18.00-foot-wide strip of land over Parcel 2 of the Grant Deed recorded July 24, 1968 as Document Number 23071 in Book 2239, Page 1093 of Official Records in the County of Santa Barbara, State of California in the Office of the Santa Barbara County Recorder and the land described in the Grant Deed recorded November 9, 1965 as Document Number 39986 in Book 2128, Page 323 of Official Records in the office of the County Recorder of said County, the centerline of which is more particularly described as follows:

Commencing at the intersection of the easterly line of Parcel 1 of Parcel Map No. 14797 as shown on the Parcel Map filed October 27, 2015 in Book 65 of Parcel Maps, at pages 32-35 in said Office of the County Recorder with the southerly line of a 20-foot-wide easement for Flood Control Maintenance Road and Incidental Purposes as shown on said Parcel Map and described as Parcel 2.1 in said Grant Deed Document Number 23071, said intersection being at the most northerly corner of said Parcel 2, thence along the westerly line of said Parcel 2 South 21° 54' 24" West 138.92 feet to the **True Point of Beginning**.

Thence leaving said westerly line South 40° 26' 09" East 115.14 feet.

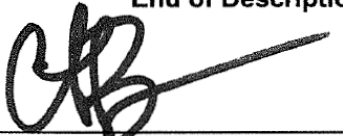
The southeasterly terminus of the northeasterly and southwesterly sidelines of said strip shall be lengthened or shortened to terminate at a right angle to said centerline.

The northwesterly terminus of the northeasterly and southwesterly sidelines of said strip shall be lengthened or shortened to terminate on the westerly line of said Parcel 2.

Containing 2073 square feet, more or less.

The above-described land is graphically shown on Exhibit "C", being 1 sheet, attached hereto and made a part hereof.

End of Description



Clayton L. Bradshaw, P.L.S. 8298
License expires 12/31/21
Date Signed: May 25, 2021

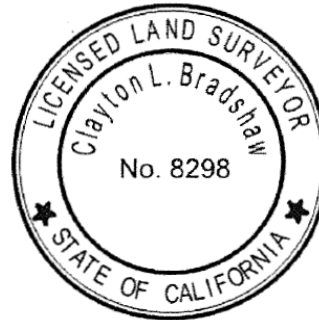
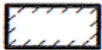


EXHIBIT C

APN: 059-440-005

LEGEND:

R1 PARCEL MAP 14,797 65/PM/32-35

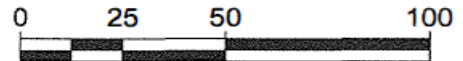
 AREA DESCRIBED

AREA = 2073 +/- SQUARE FEET

20' EASEMENT FOR FLOOD CONTROL
MAINTENANCE ROAD AND INCIDENTAL
PURPOSES, 2239 O.R. 1093, AS
SHOWN ON R1

POINT OF
COMMENCEMENT

GRAPHIC SCALE



(IN FEET)

1 IN = 50 FT



TRUE POINT OF
BEGINNING

DOCUMENT NO. 39986
2128/OR/323

PARCEL 1
PARCEL MAP 14797
65/PM/32-35

PARCEL 2
DOCUMENT NO. 23071
2239/OR/1093

DOCUMENT NO. 5864
2263/OR/1019



THE LAND DELINEATED HEREON IS DESCRIBED
ON EXHIBIT "B", BEING 1 SHEET, ATTACHED
HERETO AND MADE A PART HEREOF.

CLAYTON L. BRADSHAW, LS 8298
DATE: 5/25/2021

612 CLARION COURT
SAN LUIS OBISPO, CA 93401
T 805 544-4011
F 805 544-4294

EXHIBIT D
PORTION OF PARCEL 2 2239/OR/1093
AND PORTION OF 2128/OR/323
COUNTY OF SANTA BARBARA

JOB No.: 0323-0038
DRAWING: LEGAL DESC.
DRAWN BY: LG
DATE: 5/25/2021