RECORDING REQUESTED BY FIRST AMERICAN TITLE

Recorded Official Records County of Santa Barbara Joseph E. Holland

REC FEE 0.00

County Clerk Recorder

08:00AM 10-Nov-2014 | Page 1 of 11

RECORDING FTC RECORDING REQUESTED BY FIRST AMELLON WHEN RECORDED RETURN TO:

Housing Authority of the County of Santa Barbara 815 Ocean Avenue Lompoc, CA 93436

Request recording without fee. Record for the benefit of the Housing Authority of the County of Santa Barbara pursuant to Government Code section 27383.

Mar Kin

4483250-AC

(Space above line for Recorder's use only)

GRANT OF DRAINAGE EASEMENT AGREEMENT REGARDING EASEMENT

This Grant of Drainage Easement and Agreement Regarding Easement ("Agreement") is dated for reference October 30, _, 2014, and is made by and between Surf Development Company, a California nonprofit public benefit corporation, ("Grantor") and the Housing Authority of the County of Santa Barbara, a public body, corporate and politic ("Grantee").

- Grantor owns certain real property in the City of Goleta, California, which is described in Exhibit A attached hereto (the "Servient Tenement").
- Grantee owns certain real property in the City of Goleta, California, which is described in Exhibit B attached hereto (the "Dominant Tenement").
- Grantor wishes to grant to Grantee a non-exclusive easement over a portion of the Servient Tenement for the purposes described herein, which easement will be for the benefit of the Dominant Tenement.
- Grantor and Grantee wish to set forth their agreement for other matters regarding the easement granted by this Agreement and its use.

For valuable consideration, including the covenants and promises contained herein, the parties agree as follows:

Grant of Easement.

Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee, for the benefit of the Dominant Tenement, a non-exclusive easement over, under, across and through the Servient Tenement more particularly described as a "10.00 foot easement for private drainage purposes for the benefit of Parcel 1 per this map" on Parcel Map No. 32,028 which is attached

hereto as Exhibit C (the "Easement"). The costs of installing, maintaining, repairing, and/or replacing the improvements constructed or to be constructed by Grantee in the easement area shall be paid by Grantee; provided, however, in the event that such improvements are damaged or destroyed through the act or omission of Grantor, its officers, directors, members, or agents, whether or not such act or omission is negligent or otherwise culpable, Grantor shall forthwith proceed to rebuild, repair or replace the improvements to as good a condition as formerly existed, without cost to Grantee.

2. Other Matters Regarding the Easement.

- 2.1. <u>General Restrictions on Use of Easement.</u> This Easement is granted solely for the benefit of the Dominant Tenement and may not be used for the benefit of real property other than the Dominant Tenement. This Easement does not include the right to store personal property, or construct or install landscaping, gates, fences or other improvements within the Servicnt Tenement.
- 2.2. No Nuisance or Violation of Laws. Grantee shall not use or permit any person to use the Easement for any improper or offensive purpose or in any manner that will constitute a nuisance, and Grantee shall at all times comply with all public laws, ordinances and regulations from time to time applicable to the use of the Easement.
- 2.3. <u>Taxes</u>. As between Grantor and Grantee, Grantor shall be responsible for payment of all real property taxes and assessments of any nature imposed against the Servient Tenement.
- 2.4. Not a Public Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of the Servient Tenement to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

3. Appurtenant Easement; Covenants to Run with the Land.

This Easement is appurtenant to and for the benefit of the Dominant Tenement. The covenants, conditions and restrictions contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and all successive owners of the Dominant Tenement and the Servient Tenement.

4. Miscellaneous

- 4.1. Recitals. The recitals set forth at the beginning of this Agreement are true and correct.
- 4.2. <u>Exhibits</u>. Every exhibit attached to and referred to in this Agreement is incorporated in this Agreement by such reference.
- 4.3. <u>Titles and Headings</u>. The titles and headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall have no effect upon its construction or interpretation.

- 4.4. <u>Choice of Law and Venue</u>. This Agreement shall be governed by and construed under the laws of the State of California, irrespective of that state's choice-of-law principles. All actions or proceedings arising in connection with this Agreement (other than any matter which is required to be arbitrated) shall be tried and litigated exclusively in the State and Federal courts for the County of Santa Barbara, State of California.
- 4.5. <u>Modification</u>. Any extension, modification or amendment of this Agreement must be in writing and signed by the parties to be affected thereby or their respective successors in interest and recorded.
- 4.6. <u>Partial Invalidity</u>. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
- 4.7. <u>Further Actions</u>. Each party will, at its own cost and expense unless otherwise provided in this Agreement, execute and deliver such further documents and instruments, and shall take such other actions, as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.
- 4.8. <u>Neutral Construction</u>. In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in the drafting of this Agreement.
- 4.9. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties relating to the subject of this Agreement. No representations not embodied in the express provisions of this Agreement may be relied upon by either party.
- 4.10. <u>Counterparts</u>. This Agreement may be executed as a single instrument or in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature pages of one or more counterparts may be removed and all attached to one original of this Agreement, which, with all attached signature pages, shall be deemed an original Agreement.

(signatures appear on next page)

This Grant of Drainage Easement and Agreement Regarding Easement is executed by the parties on the dates shown below:

Grantor:

Date: 114, 2014

Grantee:

Date: 10 30 , 20 (2)

Surf Development Company, a California nonprofit public benefit corporation

By: Alfred Holzheu

Title: President

Housing Authority of the County of Santa Barbara, a public body, corporate and politic

By:

Frederick C. Lamont

Title: Executive Director

•	State of California)
	County of Santa Barbara)
	On October 30, 2014, before me ackie D. Bordon, Notary Public, personally appeared Frederick C. Lamon to 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. JACKIE D. BORDON Commission © 2052888 Notary Public - California Sente Berbera County My Comm. Expires Jan 18, 2018
	State of California)) ss
	On November 4, 2014, before me active D. Bodon, Notary Public Notary Public, personally appeared Afred Holzheu 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. JACKIE D. BORDON Commission • 2052888 Notary Public - California Senta Berbara County
`	My Comm. Expires Jan 18, 2018

NOTARY CLARIFICATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Jackie D. Boldon

NAME OF COUNTY: Santa Barbara

DATE COMMISSION EXPIRES: Jan 18, 2018

COMMISSION NUMBER: 2052888

DATE: W614

LOCATION: Santa Mana

FIRST AMERICAN TITLE COMPANY

Signature of person making verification

EXHIBIT A

Description of the Servient Tenement

Parcel 2 of Parcel Map 32,028, as per map recorded in Book 62, pages 56 and 57 of Parcel Maps, Records of said County.

EXHIBIT B

Description of the Dominant Tenement

Parcel 1 of Parcel Map 32,028, as per map recorded in Book 62, pages 56 and 57 of Parcel Maps, Records of said County.

EXHIBIT C

Parcel Map No. 32,028 Depicting the Easement Location

Owner's Statement

vners of or have an interest in the land

hyc. Director

unty of Santa Barbara

naily appeared Frederick C. Lament

wed to me on the basis of satisfactory evidence to be the a) whose name(e) states ubscribed to the within instrument, and sogged to me that helpheribery executed the same in hult-peribesis do capacity (sea), and that by histhaether signature(e) on the nt, the person(e) or the entity upon behalf of which the b) acted, executed the instrument.

under PENALTY OF PERJURY under the laws of the State of la that the foregoing peragraph is true and correct.

ess my hand and Official seed.

ature: Jackou & Batholor

me Printed: Jackie D. Bordon

SION NO. 1432406 sion Expires: January 18 3010

apal Office Located in the County of Sarta Barbara.

Clerk of the Board's Statement

(Michael F. Brown, Clerk of the Board of Supervisors of State Barbara

County, do hereby state that pursuant is Government Code Section

88444 (State Studiniano Map Act), that the certificates and deposits

meuland under Government Code Section 68462 and Section 68403

(State Studiniano Map Act) on the property within the authorision have

Brill 10 relability of 18/12/1/2009

Parcel Map No. 32,028

being a subdivision of Parcel 2 of Parcel Map No. 13,430 in the City of Goleta, County of Santa Barbara, State of California, as shown on the map filed in Parcel Map Book 31, Pages 97 and 89 in the office of the County Recorder of said County and State.

Signature Omissions

signatures of the following easement bolders have been omitted used to Section 66445 (e) of the Government Code (State livition Map Act).

ny of Santa Barbara - a public easement for road purposes per t 77 OR Page 160 (5/11/1901), Inst. No. 81-17169 OR (4/29/1981), No. 81-17170 OR (4/20/1981), and Inst. No. 81-18279 OR

Santa Barbara County Walnut (Irower's Association - a private easement for sewer purposes per Book 84 of Deeds, Page 510 (11/10/1902). Said easement is not locatable from the public record.

Southern California Edison - a private easement for public utilities, per Inst. No. 85-36839 OR (7/17/1985). Said easement is not locatable from the public record.

City of Golda - a public easement for podestrian ingress & egress per Inst. No. 2008-13997 OR (3/12/2008)

Note

This map is subject to certain conditions and information included in a

"NOTICE" and recorded concurrently as Instrument No. 2009.

DO SIBSS — O.R.

City Council Statement
I hereby state that this map of Parcel Map No. 32,026 was duly adopted
and approved by the City Council of the City of Coletia and the City
day of 124 Lu. 2008, for satisfication purposes and that the City
Clerk was duly bufficitzed and dispeted to ancience horsen its approval.

Bosel andential 8-7-09

Surveyor's Statement This map was prepared by me or under

is map was prepared by me or under my direction and is based on a field survey in conformance with the requirements of the bdirelent Map Act and Local Ordinance at the request of the time Berbare Housing Authority in May, 2006. I hereby state that The Berbare Housing Authority in May, 2006. I hereby state that P Parcel Map substantially conforms to the apprivator or additionally approved I fertilities Akap, if any, I also state that the artificinally approved I fertilities when it is not couply the positions that and monitoring the state of the control of the production of the character and occupy the positions (assoc), and that aid monuments are sufficient to enable this

nse Expiration Date: 12/31/2009

City Surveyor's Statement chael B. Ermones, City Surveyor for the City of Goleta, hereby that I have examined this map and that the subdivision as in is subotamishly the same as it appears on the tentative map any approved alterations thereof, and that I am satisfied the in hinically correct.

Thurst B. Edmonton
Michael B. Emmora, PLS 5889
City Surveyor
Leonee Expiration Date: 12/31/2010

ity Engineer's Statemen ween D. Wagner, Chy Engineer for the City of Goldes, hereby that I have coamined the map and that the subdhiston as, on is substantially the same as it appears on the sessitive map any approved attentions thereof, that all of the provisions of the division Map Act and Local Studeristicn Ordinances applicable as at time of the approval of the tentative map have been compiled.

City Engineer
License Expiration Date: 12/31/2009 Date

Recorder's Statement

11:15 Am in Book 12 of Parcel Maps, records of Santa Filed this 24 day of August 200 9 at

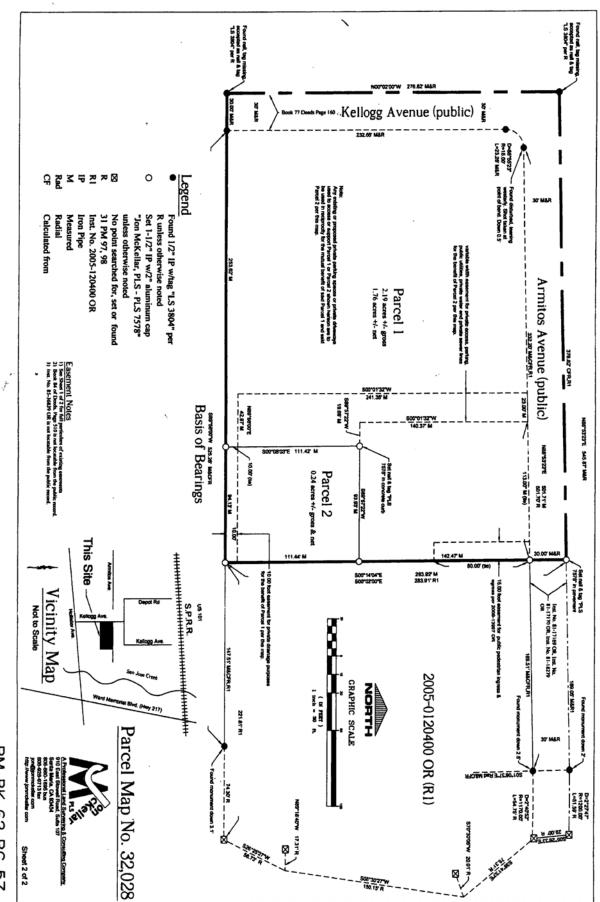
Barbara County, at pages 56 -57 at the request of Jon

Fm #49 McKellar, PLS.

Joseph E. Holland County Clerk-Reo

071-090-085

Sheet 1 of 2



PM BK 62 PG 57

011-090-085