



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

APR 22 PM 3:08  
COUNTY OF SANTA BARBARA  
CLERK OF THE BOARD OF SUPERVISORS

Department Name: General Services  
Department No.: 063  
For Agenda Of: May 4, 2010  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: 4/5

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**TO:** Board of Supervisors

**FROM:** Department Robert Nisbet, Director (560-1011)  
Director(s) General Services Department  
Contact Info: Paddy Langlands, Assistant Director (568-3096)  
Support Services Division

**SUBJECT:** Grant of Easements and Agreement Among Brooks Trust (APN:029-110-027) and County of Santa Barbara (APN:029-110-023) for Public Utilities, Access, and Slope on Each Respective Property; ORES Folio: 001076; First Supervisorial District

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County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: N/A

Other Concurrence:

As to form: N/A

Recommended Actions:

That the Board of Supervisors:

- a) Approve the attached Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) guidelines (Post); and
- b) Execute the attached Grant of Easements and Agreement relating to the County conveying an easement to the Brooks Trust for the purpose of utilities, and Brooks Trust conveying an easement to the County for the purpose of access, slope maintenance, utilities, and temporary construction easement over each parties respective property; County (APN: 127-110-023) and Brooks Trust (APN:127-110-027), in the City of Santa Barbara, California, for the minor realignment of existing utilities and to improve access and slope maintenance.

**Summary Text:**

The attached Grant of Easements and Agreement provides the County with the necessary easements for the replacement and/or removal of underground utilities, slope easement, temporary construction easement, and access over portions of Brooks Trust property.

The attached Grant of Easements and Agreement also provides Brooks Trust with the necessary easements for the installation, replacement and/or removal of underground utilities, temporary construction easement, and access over portions of County property.

**Background:**

The County is the owner of that certain real property located in the City of Santa Barbara, County of Santa Barbara, commonly known and referred to as the Santa Barbara County Bowl (APN:029-202-023) together with the outdoor amphitheater, buildings and improvements which are currently leased to the Santa Barbara Bowl Foundation. Under the terms of the lease, the Bowl Foundation is required to make capital improvements to the facility pursuant to their Master Plan. These capital improvements require new and upgraded utilities, improved access, landscaping, and other necessary improvements. The attached Grant of Easements and Agreement will specifically grant the County easements for public utilities, access, and slope stabilization over Brooks Trust property. The Grant of Easements and Agreement will benefit the County Bowl property for the Bowl Foundation's necessary and appropriate improvements for implementation of the Master Plan.

Brooks Trust is the owner of that certain real property adjacent and contiguous to the County Bowl property, commonly known and referred to as Brooks Institute Campus (APN:029-110-027). The attached Grant of Easements and Agreement will specifically grant Brooks Trust an easement for public utilities over the County Bowl property. The Grant of Easements and Agreement will benefit Brooks Trust property for their future improvements.

**Fiscal and Facilities Impacts:**

Budgeted: No. There are no facilities impacts connected with this project.

**Fiscal Analysis:**

Narrative: The easement is being granted at no cost to either party.

**Special Instructions:**

- A) Clerk of the Board shall post and file a copy of the Notice of Exemption after Board approval, and such notice shall remain posted for 35 days.
- B) Upon the Board's execution of the Grant of Easements and Agreement, the Clerk of the Board shall return the original Grant of Easements and Agreement to the Office of Real Estate Services. The Office of Real Estate Services shall record the document, and return a certified copy of the document to the Clerk of the Board.
- C) After Board action, the Clerk should distribute as follows:
- |  |   |
|--|---|
| 1. Original Notice of Exemption              | Clerk of the Board Files                    |
| 2. Copy of Notice of Exemption               | GS/Real Estate Services, Attn: R.Carlentine |
| 3. Original Grant of Easements and Agreement | GS/Real Estate Services, Attn: R.Carlentine |
| 4. Copy of Grant of Easements and Agreement  | Clerk of the Board Files                    |
| 5. Minute Order                              | GS/Real Estate Services, Attn: R.Carlentine |

**Attachments:**

Notice of Exemption  
Grant of Easements and Agreement

**Authored by:**

Ronn Carlentine, Office of Real Estate Services

## NOTICE OF EXEMPTION

**TO:** Santa Barbara County Clerk of the Board of Supervisors

**FROM:** General Services Department – Support Services Division  
(Lead Department/Division)

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN(s): 029-110-023

Case No.: Office of Real Estate Services File No. 001076

**LOCATION:** Santa Barbara County Bowl, City of Santa Barbara, County of Santa Barbara, California

**PROJECT TITLE:** Grant of Easements and Agreement


**PROJECT DESCRIPTION:** The Grant of Easements and Agreement will provide both parties accessibility to each others property to maintain existing facilities within an easement area.

**EXEMPT STATUS:(Check One)**

- ☐ Ministerial
- ☐ Statutory
- ☒ X Categorical Exemption [Sec. 15301(b)]
- ☐ Emergency Project
- ☐ No Possibility of Significant Effect [Sec. 15061(b,3)]

Cite specific CEQA Guideline Section: 15301(b) Existing Facilities: "...consists of the operation, repair, maintenance...or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination...including, but not limited to, "(b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services."

**Reasons to support exemption findings (attach additional material, if necessary):** The project consists of minor realignment of an existing sewer line in order to improve access for emergency and general maintenance.

 4.22.10  
\_\_\_\_\_  
Department Representative      Date

**NOTE:** A copy of this document must be posted with the County's Planning & Development Department at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statue of limitations on legal challenges.

Distribution: \_\_\_\_\_  
Date filed with Planning & Development

\_\_\_\_\_  
Date filed with Clerk of Board

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

Mullen & Henzell L.L.P. (35)  
WILL CALL

THIS SPACE FOR RECORDER'S USE ONLY

### GRANT OF EASEMENTS AND AGREEMENT

THIS GRANT OF EASEMENTS AND AGREEMENT (this "Grant") is dated as of March 11, 2009 and is made by and among ERNEST H. BROOKS, II, Trustee of the 1995 Ernest H. Brooks II Revocable Trust ("Brooks Trust"), COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("County"), and SANTA BARBARA BOWL FOUNDATION, a California non-profit public benefit corporation ("Foundation").

### RECITALS

A. Brooks Trust is the owner of certain real property located in the City of Santa Barbara, County of Santa Barbara, State of California, legally described on Exhibit "A" attached hereto and incorporated herein by reference ("Parcel A"). For purposes hereof, Brooks Trust and any heir, successor, assign and/or mortgagee of Brooks Trust, as the fee owner of Parcel A, shall hereinafter be referred to as "Owner A".

B. County is the owner of certain real property adjacent and contiguous to Parcel A located in the City of Santa Barbara, County of Santa Barbara, State of California, legally described on Exhibit "B" attached hereto and incorporated herein by reference ("Parcel B"). For purposes hereof, the County and any heir, successor, assign and/or mortgagee of the County, as the fee owner of Parcel B, shall hereinafter be referred to as "Owner B".

C. Foundation is the lessee of Parcel B pursuant to a long term lease with the County (as amended, modified, extended or renewed, the "Bowl Lease").

D. Under the terms of this Grant, (i) Owner A hereby desires to grant to Owner B easements for public utilities, ingress and egress and slope stabilization over Parcel A for the benefit of Parcel B and (ii) Owner B hereby desires to grant to Owner A an easement for public utilities over Parcel B for the benefit of Parcel A. At times, Owner A and Owner B are collectively referred to as the "Owners". All references to Parcel A and Parcel B herein shall include any parcel or parcels into which they may hereafter be divided or subdivided.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the parties agree as follows:

## I. Grant of Easements by Owner A

Owner A hereby grants to Owner B, the following perpetual non-exclusive easements over Parcel A which easements are appurtenant to Parcel B and for the benefit of Parcel B, Owner B and Foundation:

### 1.1. Parcel A Ingress-Egress Easement

A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over and across Parcel A, as legally described and depicted on Exhibit "C" attached hereto and incorporated herein by reference (the "Ingress-Egress Easement").

### 1.2. Slope Stabilization

A perpetual nonexclusive easement over, across and under Parcel A for slope stabilization, erosion control and prevention of sliding and falling rocks and earth, including, but not limited to, grading; removal of rocks and dirt; installation, operation, maintenance, repair, replacement and/or removal of footings, safety walls, safety nets and similar improvements (collectively "Slope Stabilization Improvements"), as legally described and depicted on Exhibit "D" attached hereto and incorporated herein by reference (the "Slope Stabilization Easement").

### 1.3. Temporary Construction Easement

A temporary nonexclusive easement for activities related to the Slope Stabilization Easement, including, without limitation, temporary ingress egress, temporary storage of equipment and materials, temporary staging, and other purposes related to the Slope Stabilization Easement and Slope Stabilization Improvements, as legally described and depicted on Exhibit "E" attached hereto and incorporated herein by reference (the "Temporary Construction Easement").

### 1.4. Utilities Facilities

A perpetual nonexclusive easement and right of way in, over and under Parcel A for the construction, installation, operation, maintenance, repair, inspection, replacement and/or removal of underground Utility Facilities (as defined below), as legally described and depicted on Exhibit "F" attached hereto and incorporated herein by reference (the "Parcel A Utility Facilities Easement"). As used herein, Utility Facilities shall mean public and private underground (i) waterlines and related systems and appurtenances; (ii) telephone, television and telecommunication lines and related systems and appurtenances; (iii) gas lines and related systems and appurtenances; (iv) sanitary sewer lines and related systems and appurtenances; (v) electrical lines and related systems and appurtenances; (vi) storm sewers, drainage lines and related systems and appurtenances; and (vii) other utility lines or systems.

### 1.5. Incidental Easements

The easements granted herein shall include in each case such incidental easements on those portions of Parcel A that are necessary for the construction, repair, or maintenance of the easements granted therein, including temporary access by construction vehicles and personnel. Owner B shall have the right to trim or cut tree or vegetation roots as may endanger or interfere with the Parcel A Utility Facilities. As to the Parcel A Utilities

Facilities Easement. Owner A agrees not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the Parcel A Utility Facilities Easement.

## 2. Grant of Easements by Owner B

Owner B hereby grants to Owner A, the following perpetual non-exclusive easements over Parcel B which easements are appurtenant to Parcel A and for the benefit of Parcel A and Owner A:

### 2.1. Utilities Facilities

A perpetual nonexclusive easement and right of way in, over and under Parcel B for the construction installation, operation, maintenance, repair, inspection, replacement and/or removal of underground Utility Facilities, as legally described and depicted on Exhibit "G" attached hereto and incorporated herein by reference (the "Parcel B Utility Facilities Easement").

### 2.2. Incidental Easements

The Parcel B Utility Facilities Easement shall include such incidental easements on those portions of Owner B's Parcel that are necessary for the construction, repair, or maintenance of such easement, including temporary access by construction vehicles and personnel. As to the Parcel B Utility Facilities Easement, Owner B agrees not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the Parcel B Utility Facilities Easement.

## 3. Maintenance and Repair

### 3.1. Slope Stabilization Easement

Owner B shall keep and maintain the Slope Stabilization Easement and Slope Stabilization Improvements in good condition and repair at its sole cost and expense. All costs incurred by Owner B in the maintenance, repair or replacement of the Slope Stabilization Easement and Slope Stabilization Improvements shall be the sole obligation of Owner B and Owner A shall have no responsibility therefore.

### 3.2. Ingress Egress Easement

Owner B shall have the right, but not the obligation, to maintain and repair the Ingress Egress Easement and roadway thereon ("Roadway"), in such condition and repair as Owner B elects in its sole discretion, it being the intention of the parties that Owner B shall not have any affirmative obligation to maintain or repair the Ingress Egress Easement or Roadway. All costs incurred by Owner B in the maintenance, repair or replacement of the Parcel A Ingress Egress Easement and Roadway shall be the sole obligation of Owner B and Owner A shall have no responsibility therefore.

### 3.3. Property Restored

a. Each Owner performing work in connection with the easements granted herein shall perform such work in a quality manner and in accordance with legal and governmental standards of such work. If so required, the constructing Owner shall obtain permits to proceed with any work on another Owner's Parcel from the appropriate governmental agencies, and shall provide copies of said permits and copies of the constructing Owner's work plans to the County architect prior to the commencement of work.

b. Except in the case of emergency or routine pipeline maintenance, any constructing Owner shall give the Owner of the Parcel (and its tenants) on which such work shall take place no less than five (5) business days written notice prior to the commencement of any work in, on or about the affected Owner's Parcel. In no event shall routine pipeline maintenance interfere with regularly scheduled activities of the Owner of the Parcel (and its tenants) on which such work shall take place. An Owner or its tenants shall have the right to reasonably refuse and reasonably schedule the dates of construction in the event such date(s) interfere with such scheduled events.

c. Each constructing Owner, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Parcel on which such work shall take place and all structures thereon during the constructing Owner's entry.

d. Each constructing Owner shall keep the Parcel on which such work shall take place and all improvement thereon owned by any Owner or its tenants free and clear of liens for labor and material and shall hold such Owner and its tenants harmless with respect to any such improvements.

e. Upon completion of any construction, the constructing Owner shall remove all of its equipment, materials and supplies from the Parcel on which such work took place and shall restore such Parcel to as near the original condition as is reasonably practicable unless otherwise agreed to in writing by the Owner of the affected Parcel.

### 4. Mutual Indemnity

Each party shall defend, indemnify, and hold the other parties and their directors, officers, agents and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or any other cause which arises out of, relates to, or results from the activities or omission, negligent or otherwise, under this Agreement of such indemnifying party, and its directors, officers, agents and employees, to the fullest extent allowable by law.

### 5. Foundation As Agent of County

During the term of the Bowl Lease, (i) Owner B hereby appoints Foundation as its designated and authorized agent to perform Owner B's obligations under this Grant, (ii)



Foundation hereby accepts such appointment and agrees to perform such obligations on behalf of Owner B and (iii) Owner A hereby recognizes Foundation as the designated and authorized agent of Owner B in connection with Owner B's rights and obligations under this Grant. During the term of the Bowi Lease, Owner A hereby agrees (i) that Owner B shall have no obligations hereunder and (ii) to look solely to Foundation for the performance of Owner B's obligations hereunder, including, without limitation any repair, maintenance, payment or indemnity obligations provided for in Sections 2, 3 or 4.

6. Prior County Road Easement

In addition to the grant of property interest herein, nothing herein is intended to abrogate or affect an easement which currently exists over a portion of Parcel A; to wit, an easement for road purposes in the City of Santa Barbara, County of Santa Barbara, State of California described in Deed from the County of Santa Barbara recorded October 4, 1962, Instrument No. 41658, Book 1955, Page 292 of Official Records in the Office of the Santa Barbara County Recorder. The County has occupied the easement or the underlying fee interest continuously since August 12, 1935.

7. Legal Effect

Each covenant contained in this Grant: (1) is made for the direct benefit of the Parcels as herein specified; (2) constitutes a covenant running with the land; (3) binds every party and any person or entity now having or hereafter acquiring an interest in any of the Parcels; and (4) will inure to the benefit of and shall bind each party, each party's successors and assigns and the beneficiary of any deed of trust secured by any of the Parcels or any portion thereof. The covenants contained herein shall constitute covenants running with the land within the meaning of Section 1468 of the California Civil Code.

8. General Provisions

8.1. Attorneys' Fees

If any party institutes any action or proceeding against another relating to the provisions of this Grant or any default hereunder, the successful party in any such action or proceeding shall be entitled to recover from the unsuccessful party reasonable expenses including, without limitation, attorneys' fees and costs, incurred by the successful party.

8.2. Severability

If any provision of this Grant is invalid or unenforceable, the remaining provisions of this Grant will not be affected thereby and each provision of this Grant will be valid and enforceable to the fullest extent permitted by law.

8.3. Governing Law

This Grant will be construed in accordance with the laws of the State of California.

8.4. Captions

The captions of the paragraphs of this Grant are for convenience only and are not intended to affect the interpretation or construction of the provisions contained herein.

8.5. Binding Effect

The provisions of this Grant will be binding on the parties hereto and their respective heirs, successors, assigns and mortgagees.

8.6. Further Assurances

The parties and their heirs, successors and assigns shall execute such documents and take such further actions necessary to implement the provisions of this Grant.

8.7. Cumulative Remedies.

Each party to this Grant may enforce the provisions in this Grant (a) by a suit at law for damages for any compensable breach of or noncompliance with any of the terms hereof or for declaratory relief to determine the rights and obligations of the parties hereunder, (b) by an action in equity or otherwise for injunctive relief or specific performance; (c) through any right or remedy to which such Owner may be entitled pursuant to any self help provisions of this Grant, and (iv) through any other right or remedy (expressly excluding lien rights over any Parcel) to which such Owner may be entitled at law or in equity.

8.8. Amendment

This Grant may not be amended or modified except by an instrument in writing signed by Owner A, Owner B and the Foundation during the term of the Bowl Lease; provided, however, upon the expiration or early termination of the Bowl Lease, this Grant may be amended or modified solely by an instrument in writing signed by Owner A and Owner B.

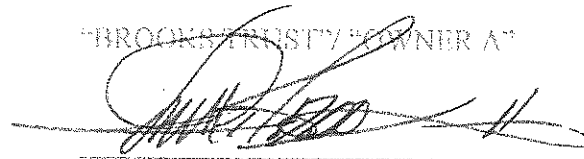
8.9. Counterparts

This Grant may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

*[signatures appear on attached pages]*

IN WITNESS WHEREOF, this Grant has been executed on the date set forth above.

"BROOKS TRUST"/ "OWNER A"



ERNEST H. BROOKS, II, Trustee of the  
1995, Ernest H. Brooks II Revocable  
Trust

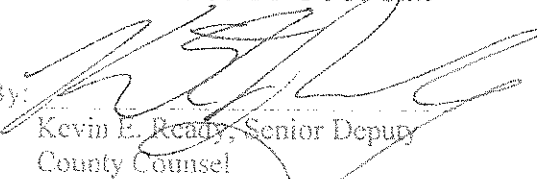
"COUNTY"/ "OWNER B"

COUNTY OF SANTA BARBARA



By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM DENNIS  
MARSHALL COUNTY COUNSEL

By:   
Kevin E. Ready, Senior Deputy  
County Counsel

"FOUNDATION"

SANTA BARBARA BOWL  
FOUNDATION, a California non-profit  
public benefit corporation

By:   
Its: President

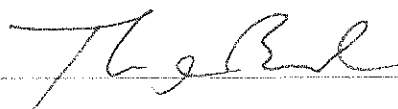
Washington  
State of ~~California~~

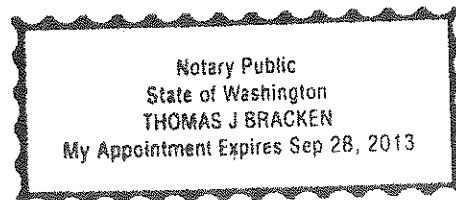
County of Thurston

On 3-25-2010, 2010 before me, Thomas J Bracken, a Deputy Clerk, personally appeared Ernest H. Brooks 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  (Seal)



State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 2010 before me, \_\_\_\_\_, Notary Public (here insert name and title of the officer), personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ (Seal)

State of California

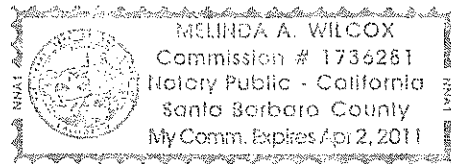
County of Santa Barbara

On April 1, 2010 before me, Melinda A. Wilcox, Notary Public (here insert name and title of the officer), personally appeared Paul G. Dore 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 Melinda A. Wilcox (Seal)



State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 2010 before me, \_\_\_\_\_, Notary Public (here insert name and title of the officer), personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ (Seal)

Exhibit A

Parcel A Legal Description

LEGAL DESCRIPTION

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA BARBARA, COUNTY OF Santa Barbara, STATE OF CA AND IS DESCRIBED AS FOLLOWS:

Those Portions of Section 10 and 15 in Township North, Range 27 West, San Bernardino Base and Meridian, in the City of Santa Barbara, County of Santa Barbara, State of California, described as a whole as follows:

Beginning at a brass capped survey monument on the Southerly line of Alameda Padre Serra 60.00 feet wide as shown on map filed in Book 31, Page 45 of record of surveys, in the office of the County Recorder of said County, distant thereon South 85° 20' East 260.02 feet from the Northeast corner of Lot 33 of Barranca Acreage No. 1 as shown on map filed in Book 9, Page 83 of maps and surveys in the office of said County Recorder; thence along said Southerly line, South 85° 20' East 474.57 feet to the beginning of a tangent curve concave Southerly having a radius of 143.97 feet; thence continuing along said Southerly line, Easterly along said curve through a central angle of 10° 17' an arc distance of 25.84 feet to the Northeast corner of the land described in the deed to Santa Barbara School District recorded December 13, 1929 as Instrument No. 13585 in Book 155, Page 327 of Official Records, in the office of the said County Recorder; thence along the Easterly and Southerly boundary lines of said land, South 3° 40' West 694.27 feet to a brass capped survey monument at the Southeast corner thereof and North 85° 29' West 249.16 feet to a brass capped survey monument at the Southwest corner thereof, being also the Northeast corner of the land described in the deed to Santa Barbara School District recorded July 21, 1930 as Instrument No. 7522 in Book 220, Page 9 of said Official Records; thence along the Easterly boundary line of said last mentioned land, South 11° 12' West 533.97 feet to the Northeast corner of the land described in the deed to Sidney A. Lewis recorded January 11, 1963 as Instrument No. 1454 in Book 1971, Page 204 of said Official Records; thence along the Northerly boundary line of said land of Lewis, North 88° 33' West to the intersection with the Easterly boundary line of the land shown on map filed in Book E, Page 20 of S.B.C. Lot-Splits in the office of the County Recorder; thence Northerly along said Easterly line to a brass capped survey monument at the Northeast corner of said last mentioned land; thence North 3° 40' East 697.17 feet to the point of beginning.

APN: 029-110-27

Exhibit B

Parcel B Legal Description



LEGAL DESCRIPTION

EXHIBIT 8

Parcel One:

That portion of Section 15, in Township 4 North, Range 27 West, San Bernardino Meridian, City of Santa Barbara, County of Santa Barbara, State of California, as described as follows:

Commencing at the intersection of the Westerly line of the tract conveyed by Shinn to Herman Sexauer, Book 147 of Deeds, Page 479, Santa Barbara County Recorder's Office, with the Pueblo Line;

thence 1st, along the line between said tract conveyed to said Sexauer and the Riviera, North 0°01' East 940.05 feet to an angle point in Lot 9 as shown on a Map entitled "Garcia Heights" No. 2 and filed in Book 15, Page 16, Santa Barbara County Records;

thence 2nd, along the line of said Lot 9, South 88°45' West 145.71 feet to a brass cap 2 inch pipe monument;

thence 3rd, leaving said Lot 9, South 4°47' West 934.26 feet to said Pueblo Line from which a similar monument thereon bears South 88°32' East, 63.42 feet;

thence 4th, along said Pueblo line South 88°32' East 224.07 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the Deed to the County of Santa Barbara recorded August 12, 1935, in Book 337, Page 321, Official Records of the County of Santa Barbara, California.

Portion of APN# 29-110-23

Parcel Two:

That portion of Section 15, Township 4 North, Range 27 West, San Bernardino Meridian, in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Beginning at a brass cap survey monument on the Westerly line of that parcel of land conveyed to the County of Santa Barbara by the William R. Staats Company by deed filed in Book 342, Page 156 of Official Records of Santa Barbara County, which point is the Southeast corner of a parcel of land conveyed to the Santa Barbara School District by deed filed in Book 155, Page 327 of Official Records of said County; thence along the Southerly line of the last mentioned land North 85°20' West 249.23 feet to a brass cap survey monument; thence South 11°12' West 533.97 feet to the Northwest corner of an easement granted to the County of Santa Barbara by deed filed in Book 331, Page 499 of Official Records of Santa Barbara County; thence along the Northerly line of said easement South 88°33' East 83.69 feet to said Westerly line of the first mentioned land of the County of Santa Barbara; thence North 27°58' East 572.51 feet to the point of beginning.

Portion of APN# 29-110-23

Parcel Three:

Those portions of the Southwest Quarter of the Southeast Quarter of Section 10 and of Government Lot 2, Section 15, Township 4 North, Range 27 West, S.B.M. and a part of Lot 70 of the Outside Pueblo Lands of the City of Santa Barbara, commonly known as and called "Cove Mound Tract" of Hammell's Addition, in the City of

Santa Barbara, County of Santa Barbara, State of California, according to the map thereof recorded in Book "B", Page 305 of Miscellaneous Records of said County, described as a whole as follows:

Beginning at the most Southerly corner of Lot 2 of Garcia Heights No. 2 as per map thereof recorded in Book 15, Page 16 of Maps, records of said County; thence South 0°30' East 25 feet to the true point of beginning; thence North 88°46' West 339.73 feet to the Easterly line of the land described in the deed to Santa Barbara School District recorded in Book 155, Page 330 of Official Records; thence along the Easterly line of said land, South 3°40' West 347.17 feet to the Southeast corner of said land; thence South 27°58' West 652.51 feet to the Northerly line of said Pueblo Lands of the City of Santa Barbara, at a point thereon distant South 88°32' East 60.27 feet from an angle point in the Westerly line of the land described as Parcel 11 in the Deed to the William R. Staats Co., recorded in Book 81, Page 161 of said Official Records; thence along the Northerly line of said Pueblo Lands, South 88°32' East 439.94 feet to the Northwesterly corner of the land described in the deed to Wallace B. Brown, recorded in Book 245, Page 107 of Official Records; thence along the Westerly line of the land described in said deed, South 3°51' West 23.99 feet to a point in a curve concave to the South having a radius of 43.21 feet, to a radial line from said point having a bearing of South 24°33'40" East; thence Easterly and Southeasterly along the arc of said curve through a delta of 91°13'40" a distance of 68.80 feet; thence tangent to said curve, South 23°20' East 58.27 feet; thence North 36°04' East 120.88 feet to the Southwesterly corner of the land described in the deed to George A. Batchelder recorded in Book 78, Page 326 of said Official Records; thence along the Westerly line of the last mentioned land, North 4°47' East 934.25 feet to the true point of beginning.

Portion of APN# 29-110-23 and portion of APN# 29-202-01

Parcel Four:

Those portions of the Southwest Quarter of the Southwest Quarter of Section 10 and of Lot 2 of Section 15, Township 4 North, Range 27 West, S.B.R.&M., in the City of Santa Barbara, County of Santa Barbara, State of California, described as a whole as follows:

Beginning at the most Southerly corner of Lot 2 of Garcia Heights No. 2 as per map recorded in Book 15, Page 16 of Maps, records of said County; thence South 0°30' East 25 feet to the true point of beginning; thence South 4°47' West 934.26 feet to a monument in the Northerly line of the Pueblo Lands of the City of Santa Barbara; thence North 32°42' East 228.26 feet; thence North 4°55' East 235.20 feet; thence North 9°53' East 379.64 feet; thence North 41°44' West 188.68 feet to the true point of beginning.

Portion of APN# 29-110-23

Parcel Five:

An easement for a right of way as a means of ingress and egress in the City of Santa Barbara, County of Santa Barbara, State of California described in Deed to the County of Santa Barbara recorded August 12, 1935, Instrument No. 5661, Book 337, Page 321 of Official Records.

Parcel Six:

That portion of Lot 70 of the Outside Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition and described as follows:

Beginning at a point on the Northeasterly line of Milpas Street distant thereon 265.03 feet Southeasterly from the Northwesterly line of Anapamu Street, said point of beginning being also the most Westerly corner of the land described in the deed to Delf M. Shinn, recorded in Book 118 of Deeds, Page 414, in the County Recorder's Office of Santa Barbara County, California;

thence along Northwesternly line of said Shinn North 36°05' East 460.60 feet to the true point of beginning; thence South 19°02' East 24.95 feet; thence South 42°58' West 80.19 feet to a point on said Northeastery line of land described in deed to said Shinn; thence Northeastery along said Northwesternly line to the true point of beginning.

Portion of APN# 29-202-01

Parcel Seven:

That portion of Pueblo Lot No. 70 of the City of Santa Barbara, situate in the City of Santa Barbara, County of Santa Barbara, State of California, and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition in said City, according to the map thereof recorded in Book "B", at Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Northwesternly line of Anapamu Street with the Northeastery line of Milpas Street; thence South 50°17' East, along said Northeastery line of Milpas Street, 160.54 feet; thence North 36°04' East 126.74 feet to the beginning of a curve to the left having a radius of 229.25 feet and a delta of 14°54'40"; thence Northerly along the arc of said curve to the end thereof; thence North 21°09'20" East 35.35 feet to the beginning of a curve to the right having a radius of 58.24 feet and a delta of 45°19'40"; thence Northeastery along the arc of said curve to the end thereof; thence North 66°30' East 49.97 feet to a point; thence North 23°30' West 13.5 feet to the true point of beginning of the tract of land herein described; thence South 65°30' West 28.26 feet to the beginning of a curve to the right having a radius of 11.00 feet and a delta of 10°10'; thence along the arc of said curve to the end thereof and the beginning of another curve to the left having a radius of 96.81 feet, a delta of 17°00', and a long chord which bears North 14°50' West 28.62 feet; thence along the arc of said curve to the end thereof; thence North 23°20' West 30.58 feet; thence North 36°04' East 120.88 feet to the Pueblo Line of the City of Santa Barbara; thence South 89°21' East along said line 137.70 feet to the Northwesternly corner of the tract of land described in the deed to Reginald Durnford Morgan, et ux., dated February 18, 1928 and recorded in Book 134, at Page 147 of Official Records of said County; thence South 36°04' West, along the Northwesternly line of said Morgan tract, 146.69 feet to a pipe set at the most Westerly corner thereof; thence South 53°56' East along the Southwesterly line of said tract, 4.53 feet to a point; thence South 66°30' West 71.61 feet to the point of beginning.

Portion of APN# 29-202-01

Parcel Eight:

That portion of Pueblo Lot 70 of the City of Santa Barbara, County of Santa Barbara, State of California and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition in said City, according to the map thereof recorded in Book "B", Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at a point on the Pueblo Line of the City of Santa Barbara, at the Northwesternly corner of the tract of land described in the deed to Dell M. Shinn, dated February 25, 1908, and recorded in Book 118, Page 414 of Deeds, records of said County; thence South 35°04' West along the Northwesternly line of said Shinn tract of land, 190.75 feet to a pipe survey monument; thence North 53°56' west 70.37 feet to a pipe survey monument; thence North 36°04' East 146.69 feet to a pipe survey monument set on said Pueblo Line; thence South 89°21' East along said last mentioned line, 85.37 feet to the point of beginning.

Portion of APN# 29-202-01

Parcel Nine:

That portion of Pueblo Lot No. 70 of the City of Santa Barbara, in said City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Commencing at the intersection of the Northwestern line of Anapamu Street with the Northeastly line of Milpas Street; thence Southeastly 177.06 feet along said line of Milpas Street to the true point of beginning of the premises herein described; thence continuing Southeastly 88.45 feet along said line; thence North 36°04' East 382.18 feet to the most Southerly corner of the tract of land described in the Deed to Reginald Durnford Morgan, et ux., dated February 18, 1928, recorded in Book 134 at Page 147 of Official Records of said County; thence North 53°56' West 65.84 feet; thence South 43°46'20" West 77.64 feet; thence South 66°30' West 49.97 feet to the beginning of a curve to the left having a radius of 41.74 feet; thence along the arc of said curve 33.02 feet; thence South 21°09'20" West 35.35 feet to the beginning of a curve to the right having a radius of 245.75 feet; thence along the arc of said curve 63.96 feet; thence South 36°04' West 127.79 feet to the true point of beginning.

## Portion of APN# 29-202-01

## Parcel Ten:

That portion of Pueblo Lot No. 70 of the City of Santa Barbara, situate in said City of Santa Barbara, County of Santa Barbara, State of California, and being also a portion of what is commonly known as and called "Cave Mound Tract" of Hammell's Addition in said City, according to the map thereof recorded in Book "B" at Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Northwestern line of Anapamu Street with the Northeastly line of Milpas Street; thence South 50°19' East, along said Northeastly line of Milpas Street, 177.06 feet to its intersection with the Southeastly line of Lowena Drive, as said Lowena Drive is shown upon the map thereof filed in the Office of Santa Barbara County Surveyor as County Surveyor's Map No. 630; thence in a general Northeastly direction along the Southeastly line of Lowena Drive, as said Lowena Drive is shown upon the above mentioned map, the following courses and distances; North 36°04' East 127.79 feet to the beginning of a curve to the left having a radius of 245.75 feet and a delta of 14°54'40"; thence Northerly along the arc of said curve, 63.96 feet to the end thereof; thence North 21°09'20" East 35.35 feet to the beginning of a curve to the right having a radius of 41.74 feet and a delta of 45°19'40"; thence Northeastly along the arc of said curve 33.02 feet to the end thereof; thence North 66°30' East 49.97 feet to a point, said point being the true point of beginning of the tract of land herein described; thence North 23°30' West, continuing along said Lowena Drive 30.00 feet to a point; thence North 66°30' East, leaving said Lowena Drive and following along the Southeastly line of the tract of land described in deed from Wallace S. Brown to George A. Batchelder and recorded in Book 268, Page 91, Official Records in the County Recorder's Office, 71.64 feet to point; thence South 43°46'20" West 77.64 feet to the true point of beginning.

Said tract of land is described in Parcel 2 in that certain deed from Mary W. Batchelder to the County of Santa Barbara, recorded in Book 485 at Page 53 of Official Records in the County Recorder's Office of said County.

## Parcel Eleven:

An easement for road purposes over the a portion of said land in the City of Santa Barbara, County of Santa Barbara, State of California as described in Deed to the County of Santa Barbara recorded August 12, 1935, Instrument No. 5662, Book 337, Page 323 of Official Records.

## Parcel Twelve:

An easement for public road purposes over that portion of Lot 70 of the Outside Pueblo Land in the City of Santa Barbara, County of Santa Barbara, State of California as described in Deed to the County of Santa Barbara recorded August 12, 1935, Instrument No. 5663, Book 337, Page 324 of Official Records.

## Parcel Thirteen:

An easement for road purposes over a portion of said land in the City of Santa Barbara, County of Santa Barbara, State of California described in Deed to the County of Santa Barbara recorded August 12, 1935, Instrument No. 5664, Book 337, Page 325 of Official Records.

COTA

Exhibit C

Legal Description and Exhibit Map Depicting  
Ingress Egress Easement

## Exhibit C

### Parcel Three Permanent Ingress/Egress Easement

#### Legal Description

A strip of land 30.00 feet wide in the City of Santa Barbara, County of Santa Barbara, State of California, over a portion of the parcel described in the deed to Ernest H. Brooks, II, recorded in the office of the County Recorder of said County January 28, 2000 as Instrument No. 2000-0005267 of Official Records, lying 15.00 feet on each side of the following described centerline:

Commencing at an angle point in the easterly line of said Brooks parcel, said point being at the southerly terminus of that certain course recited in said deed as having a bearing and distance of "South 03°40' West, 694.27 feet"; thence, along said course and said easterly line, North 04°34'16" East, 205.75 feet to the True Point of Beginning;

Thence, 1st, South 20°47'32" West, 20.63 feet;

Thence, 2nd, South 27°16'19" West, 64.91 feet to the beginning of a curve concave northwesterly having a radius of 75.00 feet;

Thence, 3rd, southwesterly, along said curve, through a central angle of 75°50'40", an arc distance of 99.28 feet;

Thence, 4th, North 76°53'02" West, 144.11 feet to the beginning of a curve concave southerly having a radius of 135.00 feet;

Thence, 5th, westerly, along said curve, through a central angle of 32°29'52", an arc distance of 76.57 feet to the beginning of a compound curve concave southeasterly having a radius of 35.00 feet;

Thence, 6th, southwesterly, along said curve, through a central angle of 49°35'54", an arc distance of 30.30 feet to the beginning of a compound curve concave easterly having a radius of 165.00 feet;

Thence, 7th, southerly, along said curve, through a central angle of 32°33'08", an arc distance of 93.74 feet to the beginning of a compound curve concave northeasterly having a radius of 45.00 feet;



Thence, 8th, southeasterly, along said curve, through a central angle of  $48^{\circ}32'47''$ , an arc distance of 36.56 feet;

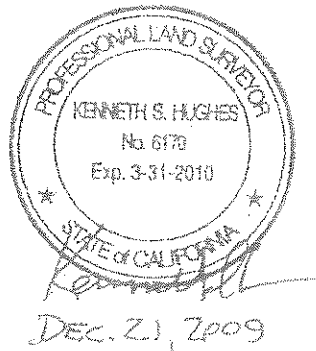
Thence, 9th, South  $58^{\circ}04'43''$  East, 72.94 feet to said easterly line of said Brooks parcel.

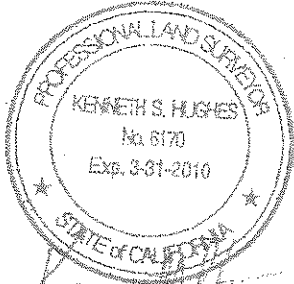
The sidelines of said strip to be lengthened and shortened to form a continuous strip of land 30.00 feet in width, and to terminate on said easterly line.

Containing 0.44 acres, more or less.

Prepared by:

Kenneth S. Hughes  
PLS 6170  
License expiration  
date: 3/31/10





DEC 21, 2009

APN 029-110-027  
ERNEST BROOKS II  
INST. NO. 2000-0005267 O.R.

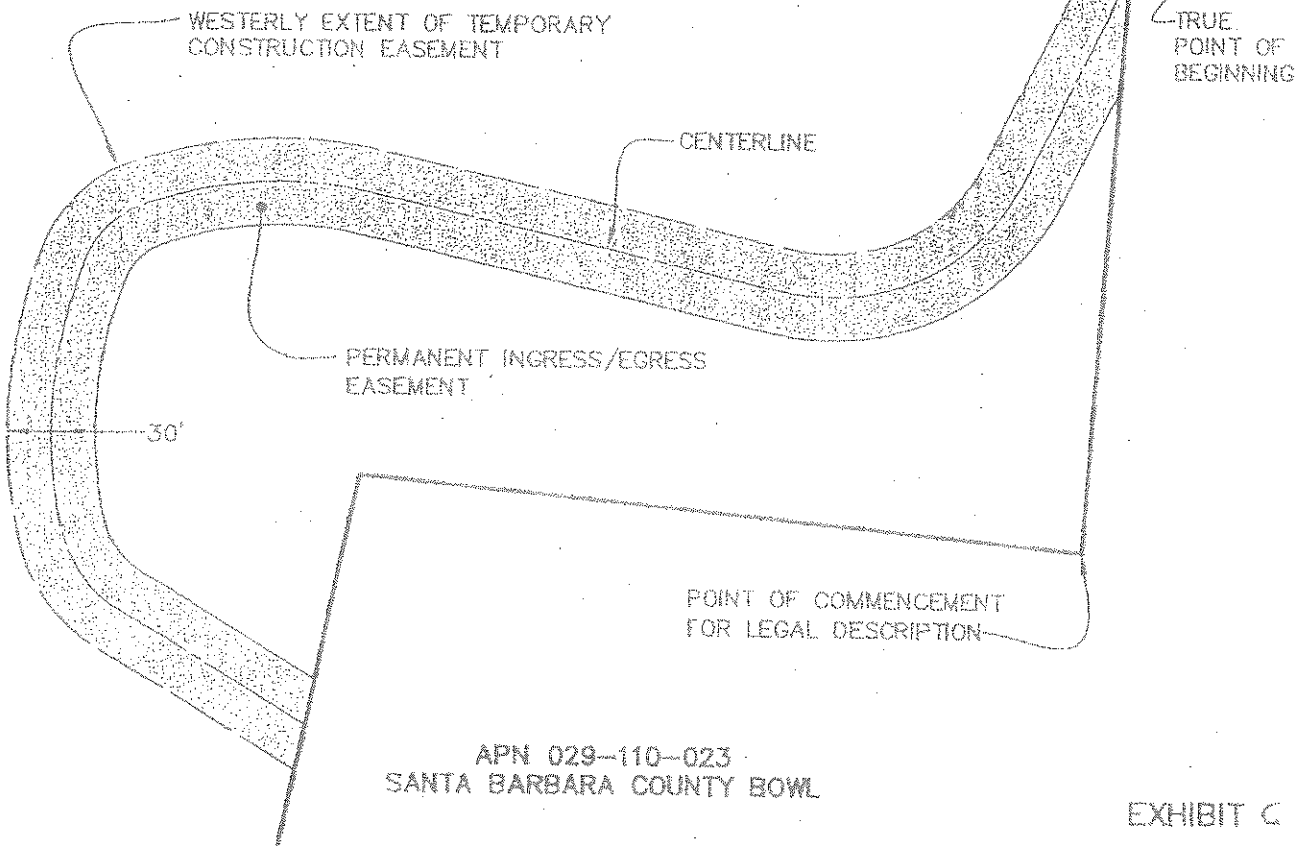


EXHIBIT C



**Penfield & Smith**  
Engineering · Surveying · Planning  
· Construction Management ·

**EASEMENTS OVER  
PORTIONS OF BROOKS PROPERTY**

**APN 029-110-027  
CITY OF SANTA BARBARA, CA**



Exhibit D

Legal Description and Exhibit Map Depicting Slope Stabilization Easement

## Exhibit D

### Parcel One Slope Stabilization and Maintenance Easement

#### Legal Description

That portion of the land in the City of Santa Barbara, County of Santa Barbara, State of California, as described in the deed to Ernest H. Brooks, II, recorded in the office of the County Recorder of said County January 28, 2000 as Instrument No. 2000-0005267 of Official Records, described as follows:

Beginning at an angle point in the easterly line of said Brooks parcel, said point being at the easterly terminus of that certain course recited in said deed as having a bearing and distance of "North 85°29' West, 249.16 feet";

Thence, 1st, along said easterly line, North 84°25'44" West, 41.54 feet;

Thence, 2nd, leaving said line, North 19°16'09" East, 82.81 feet;

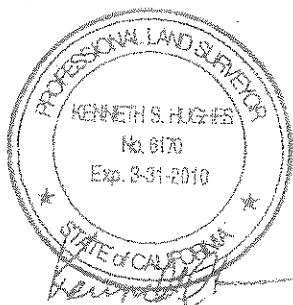
Thence, 3rd, South 70°43'51" East, 21.22 feet to said easterly line;

Thence, 4th, along said line, South 04°34'16" West, 75.44 feet to the point of beginning.

Containing 2,445 square feet or 0.06 acres, more or less.

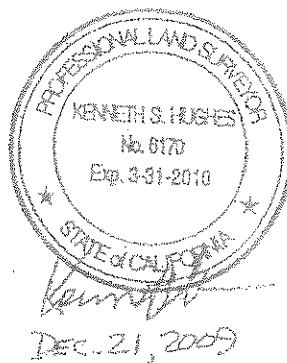
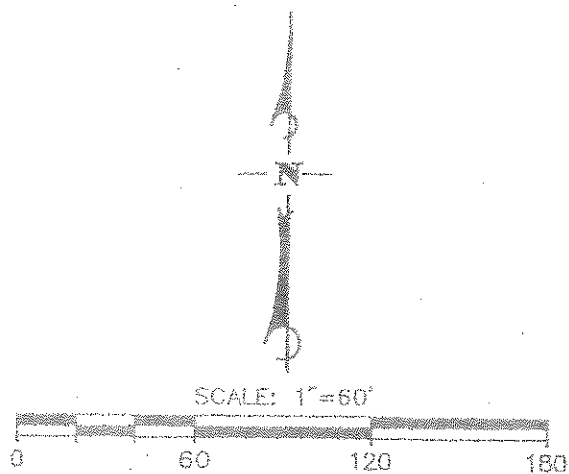
Prepared by:

Kenneth S. Hughes  
PLS 6170  
License expiration  
date: 3/31/10



DEC 21, 2009





APN 029-110-027  
ERNEST BROOKS II  
INST. NO. 2000-0005267 O.R.

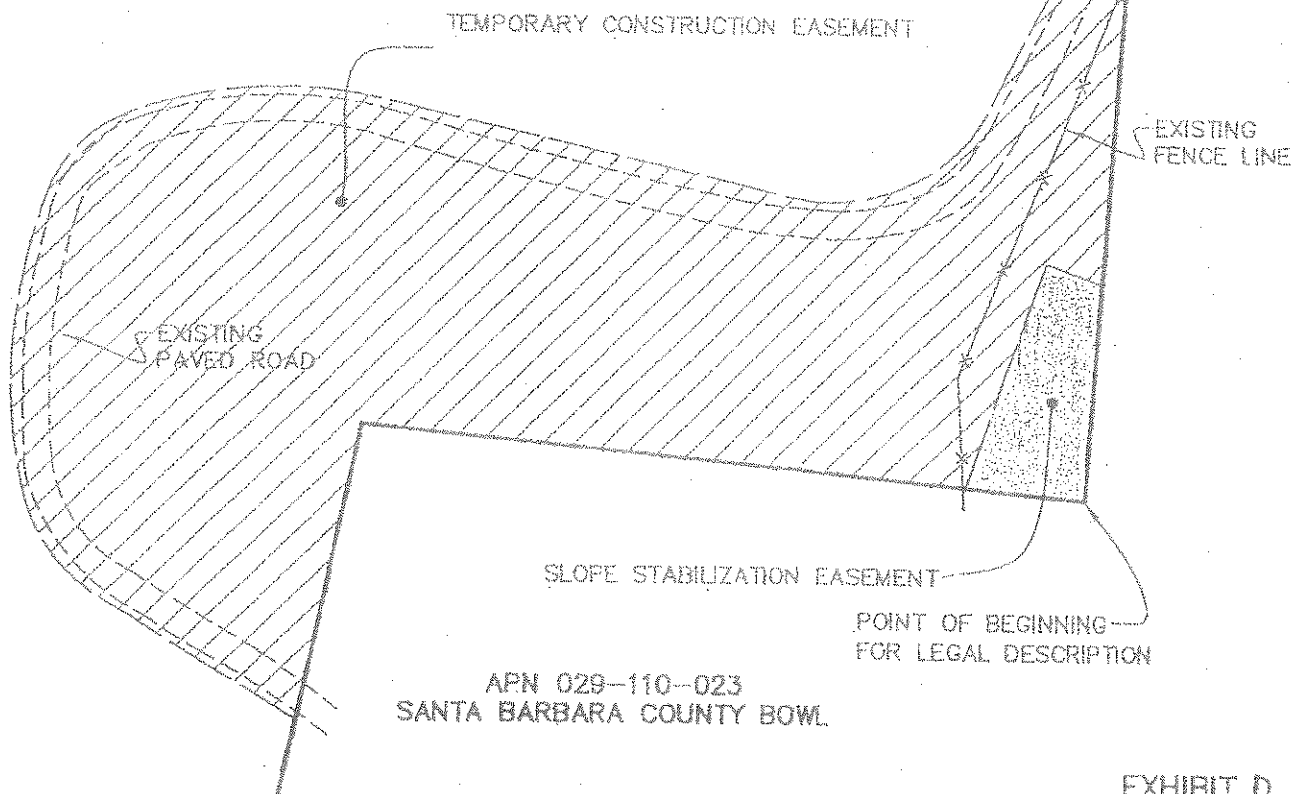


EXHIBIT D

**EASEMENTS OVER  
PORTIONS OF BROOKS PROPERTY**

**APN 029-110-027  
CITY OF SANTA BARBARA, CA**



Exhibit E

Legal Description and Exhibit Map Depicting Temporary Construction Easement

## Exhibit E

### Parcel Two Temporary Construction Easement

#### Legal Description

That portion of the land in the City of Santa Barbara, County of Santa Barbara, State of California, as described in the deed to Ernest H. Brooks, II, recorded in the office of the County Recorder of said County January 28, 2000 as Instrument No. 2000-0005267 of Official Records, described as follows:

Commencing at an angle point in the easterly line of said Brooks parcel, said point being at the easterly terminus of that certain course recited in said deed as having a bearing and distance of "North 85°29' West, 249.16 feet"; thence, along said easterly line, North 84°25'44" West, 41.54 feet to the True Point of Beginning;

Thence, 1st, along said easterly line, North 84°25'44" West, 207.69 feet to an angle point therein;

Thence, 2nd, continuing along said easterly line, South 12°06'16" West, 104.39 feet;

Thence, 3rd, leaving said line, North 58°04'43" West, 78.34 feet to the beginning of a curve concave northeasterly having a radius of 60.00 feet;

Thence, 4th, northwesterly, along said curve, through a central angle of 46°32'47", an arc distance of 48.74 feet to the beginning of a compound curve concave easterly having a radius of 180.00 feet;

Thence, 5th, northerly, along said curve, through a central angle of 32°33'08", an arc distance of 102.27 feet to the beginning of a compound curve concave southeasterly having a radius of 50.00 feet;

Thence, 6th, northeasterly, along said curve, through a central angle of 49°35'54", an arc distance of 43.28 feet to the beginning of a compound curve concave southerly having a radius of 150.00 feet;

Thence, 7th, easterly, along said curve, through a central angle of 32°29'52", an arc distance of 85.08 feet;

Thence, 8th, South 76°53'02" East, 144.11 feet to the beginning of a curve concave northwesterly having a radius of 60.00 feet;

Thence, 9th, northeasterly, along said curve, through a central angle of 75°50'40", an arc distance of 79.42 feet;

Thence, 10th, North 27°16'19" East, 64.06 feet;

Thence, 11th, North 20°47'32" East, 71.24 feet to the hereinabove-referenced easterly line of said Brooks parcel;



Thence, 12th, along said line, South 04°34'16" West, 184.01 feet;

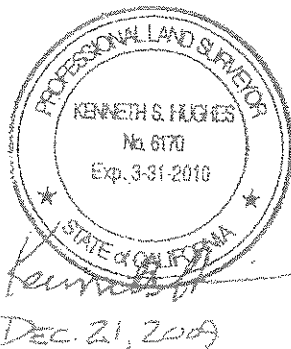
Thence, 13th, North 70°43'51" West, 21.22 feet;

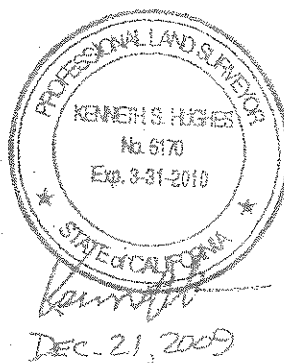
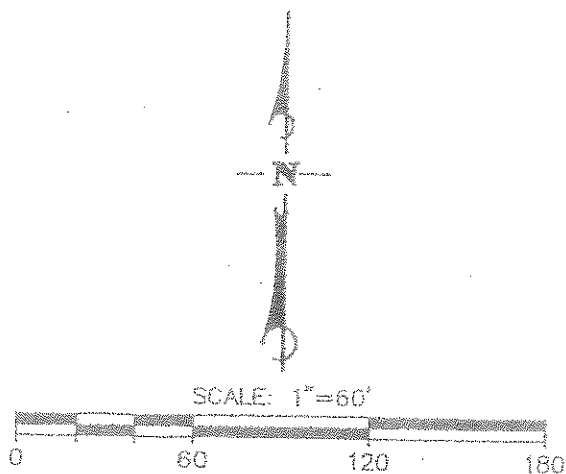
Thence, 14th, South 19°16'09" West, 82.81 feet to the True Point of Beginning.

Containing 1.10 acres, more or less.

Prepared by:

Kenneth S. Hughes  
PLS 6170  
License expiration  
date: 3/31/10





APN 029-110-027  
ERNEST BROOKS II  
INST. NO. 2000-0005267 O.R.

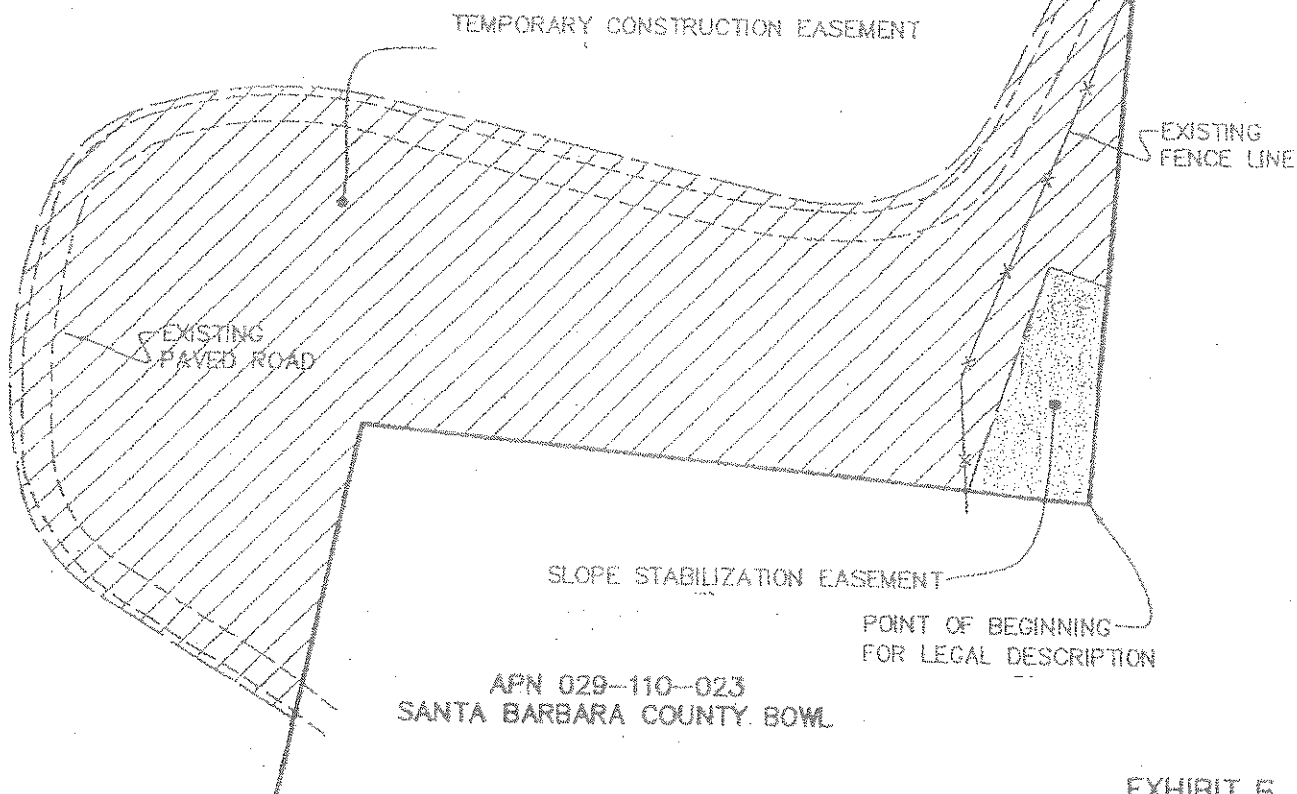


EXHIBIT E

**EASEMENTS OVER  
PORTIONS OF BROOKS PROPERTY**

**APN 029-110-027  
CITY OF SANTA BARBARA, CA**



**Penfield & Smith**  
Engineering • Surveying • Planning  
• Construction Management •

Exhibit F

Legal Description and Exhibit Map Depleting Parcel A Utility Facilities Easement



## Exhibit 'F-1'

## LEGAL DESCRIPTION

All that certain land situated in the City of Santa Barbara, County of Santa Barbara, State of California, being a portion of that certain parcel of land described in the Grant Deed to Ernest H. Brooks, II as Trustee of the 1995 Ernest H. Brooks II Revocable Trust recorded on January 28, 2000 as Instrument No. 2000-0005267, in the office of the County Recorder of said County, lying within a strip of land twenty (20.00) feet wide, the centerline of which is described as follows:

Commencing at a 2" brass cap set at the northeast corner of said Brooks parcel, said point also being the northeast corner of the parcel of land shown on the map of the Jefferson School Property filed in Book 21, Page 3 of Maps, in the office of the County Recorder of said County; thence, along the east line of said Brooks parcel, South  $04^{\circ}35'25''$  West, a distance of 471.86 feet to the TRUE POINT OF BEGINNING; thence, leaving said east line and into the Brooks parcel,

1<sup>st</sup> - South  $24^{\circ}56'31''$  West, a distance of 169.18 feet; thence,

2<sup>nd</sup> - South  $08^{\circ}39'50''$  East, a distance of 64.86 feet to a point on the south line of said Brooks parcel, from which an angle point in the east line bears South  $84^{\circ}31'38''$  East, a distance of 43.98 feet;

Containing 4,548 square feet, more or less

The sidelines of said strip shall be lengthened or shortened so as to terminate easterly on the east line and southerly on the south line of said Brooks Parcel.

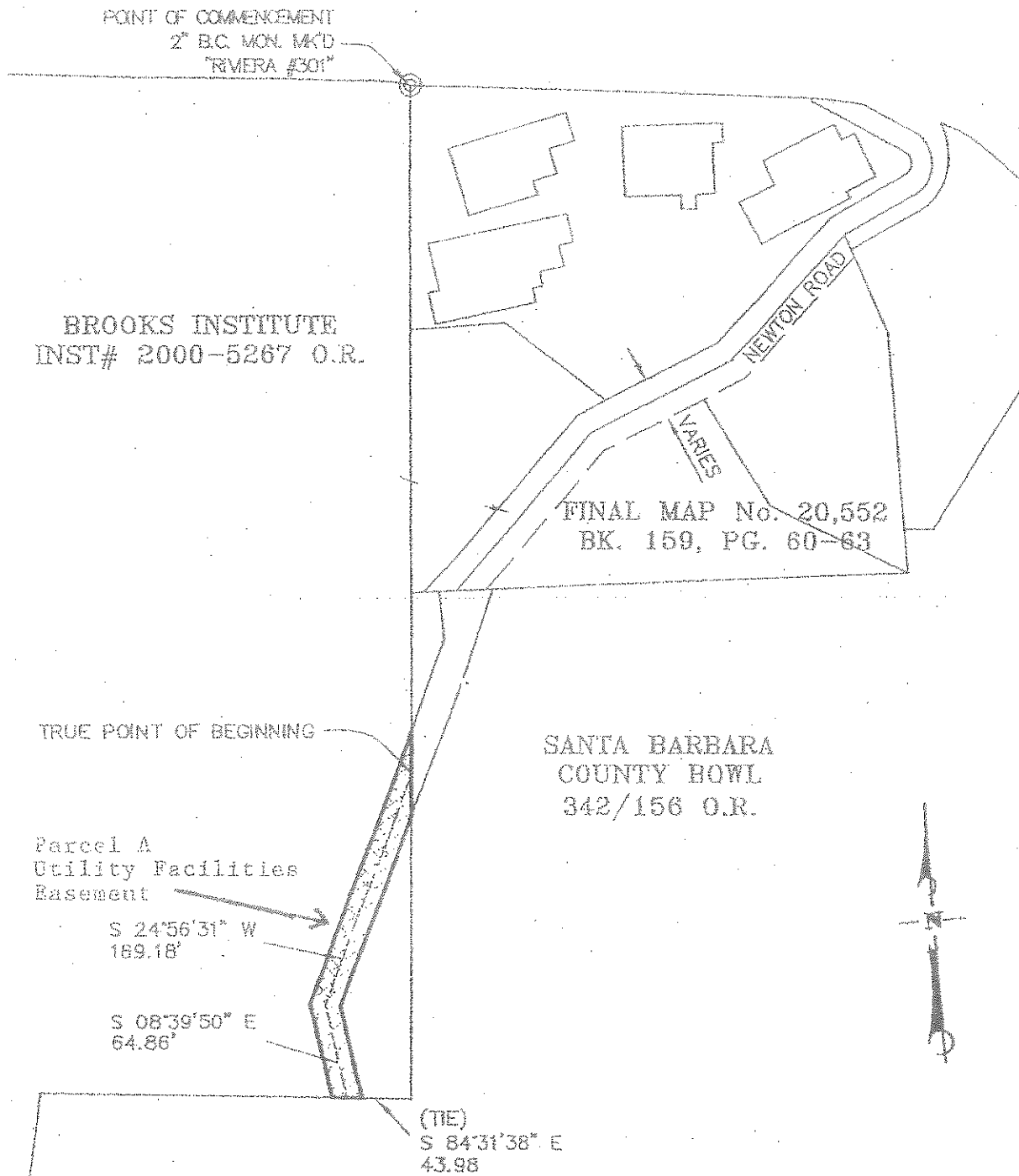
The above described land is graphically shown on Exhibit F-2 attached hereto and made a part of hereof by reference.

END OF DESCRIPTION.



*Kenneth J. Wilson*  
2-24-10





**Penfield & Smith**  
Engineering · Surveying · Planning  
· Construction Management ·

**EXHIBIT F-2**  
**UTILITY FACILITIES EASEMENT**  
CITY OF SANTA BARBARA, CA

18603.02

18603EX1.dwg

1"=100'

DECEMBER 17, 2009

Exhibit G

Legal Description and Exhibit Map Depicting Parcel B Utility Facilities Easement

Exhibit G-1

LEGAL DESCRIPTION

All that certain land situated in the City of Santa Barbara, County of Santa Barbara, State of California being a portion of that certain parcel of land described in the Grant Deed to the County of Santa Barbara recorded August 12, 1935 in Book 342, Page 156 Official Records of said County, lying within a parcel of land more particularly described as follows:

Commencing at the southeast corner of Lot 1 as shown on Final Map No. 20,552 filed on May 25, 1993 in Book 159, Pages 60 through 63 of Maps, in the office of the County Recorder of said County; thence, along the south line of said Final Map No. 20,552, North  $87^{\circ}50'53''$  West, a distance of 284.81 feet to the TRUE POINT OF BEGINNING; thence, leaving said south line,

- 1<sup>st</sup> - South  $23^{\circ}25'36''$  West, a distance of 109.20 feet; thence,
- 2<sup>nd</sup> - South  $24^{\circ}56'31''$  West, a distance of 55.81 feet to a point on the easterly line of the parcel of land described in the Grant Deed to Ernest H. Brooks, II as Trustee of the 1995 Ernest H. Brooks II Revocable Trust recorded on January 28<sup>th</sup>, 2000 as Instrument No. 2000-0005267, in the office of the County Recorder of said County; thence,
- 3<sup>rd</sup> - along said easterly line, North  $04^{\circ}35'22''$  East, a distance of 57.51 feet; thence,
- 4<sup>th</sup> - leaving said easterly line, North  $23^{\circ}27'48''$  East, a distance of 67.31 feet; thence,
- 5<sup>th</sup> - North  $00^{\circ}53'52''$  West, a distance of 33.05 feet, to south line of the above mentioned Final Map No. 20,552 parcel; thence,
- 6<sup>th</sup> - along said south line, South  $87^{\circ}55'55''$  East, a distance of 36.09 feet to the POINT OF BEGINNING.

Containing 2,920.57 square feet or 0.07 acres, more or less.

The above described land is graphically shown on Exhibits attached hereto and made a part of hereof by reference.

END OF DESCRIPTION.



*Kenneth J. Wilson*  
12-17-09

BROOKS INSTITUTE  
INST# 2000-5267 O.R.

TRUE POINT OF BEGINNING

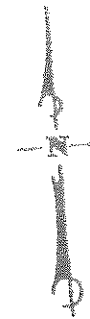
LOT 1

FINAL MAP No. 20,552  
BK. 159, PG. 60-63  
S 87°50'53" E 284.81 (DE)

POINT OF  
COMMENCEMENT  
2" B.C. MON.  
MK'D "RIVERA  
#25"

Parcel B Utility  
Facilities Easement

SANTA BARBARA  
COUNTY BOWL  
342/156 O.R.



**Penfield & Smith**  
Engineering · Surveying · Planning  
· Construction Management ·

**EXHIBIT 4-2**  
**UTILITY FACILITIES EASEMENT**  
CITY OF SANTA BARBARA, CA

18603.02

18603EX1.dwg

1"=100'

DECEMBER 17, 2009

CERTIFICATE OF ACCEPTANCE

State of California        )  
                                  )  
County of Santa Barbara    )        SS:

THIS IS TO CERTIFY that the interest in the real property conveyed by attached GRANT OF EASEMENTS AND AGREEMENT dated March 11, 2010, from ERNEST H. BROOKS, II, Trustee of the 1995 Ernest H. Brooks II Revocable Trust, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, 2010, and the County of Santa Barbara as grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this \_\_\_\_ date of \_\_\_\_\_, 2010.

MICHAEL F. BROWN  
CLERK OF THE BOARD

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