

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
Santa Barbara County
Attn: Walter Rubalcava
123 E. Anapamu Street
Santa Barbara, CA 93101

**County OF SANTA BARBARA
OFFICIAL BUSINESS**

APN: 155-020-041

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code § 27388.1(2)(D) Public Agency

No fee pursuant to Government Code § 6103

No Documentary Transfer Tax per R&T Code § 11922

No Recording Fee per Government Code § 27383

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00 (Exempt); CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$0.00 **NO CONSIDERATION \$0**

EASEMENT DEED

(To the County of Santa Barbara for oil/water separator system pipeline and related facilities)

For a valuable consideration, receipt of which is hereby acknowledged,

Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015 (hereinafter referred to as "Grantor"),

hereby grant to the

County of Santa Barbara, a political subdivision of the State of California, its successors and assigns (hereinafter referred to as "County"),

A Permanent, Non-Exclusive Easement ("Easement") with the authority for the County to access, monitor, operate, inspect, construct, repair, replace and maintain an oil/water separator system and related facilities ("Oil Separator Facilities"), in, on, over, under, through and across those specific portions of the Easement Area described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein, which lie within Grantor's Property as hereinafter described.

Grantor's Property is described in Exhibit C, attached hereto and incorporated herein ("Grantor's Property").

County shall have the right of ingress and egress for personnel, vehicles, and equipment to, from, over, and along the Easement to exercise these rights on an ongoing basis to access, monitor, operate, inspect, repair, construct, replace and maintain the Oil Separator Facilities. County assumes all risks and liabilities associated with its use of this Easement.

Access by the County is granted solely for the purposes of exercising the rights herein so that the County may continue to act as an oversight agency over the Oil Separator Facilities, which consist of an oil-water separator, an oil pipeline, and an oil containment tank, located within and upon several contiguous properties in Toro Canyon including Grantor's Property.

This Easement conveys no rights for public access and is specifically limited to the purposes herein described, by County staff, employees, officers, authorized agents, and its contractors.

The Permanent Non-Exclusive Easement described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Facilities. The oil/water separator system and related facilities collectively are referred to herein as the “Oil Separator Facilities.” The Oil Separator Facilities include, but are not limited to, a pipeline buried below ground within the Easement. Plans for the Oil Separator Facilities are retained at the County’s offices.

2. Access Rights Reserved to Grantor. This Easement is non-exclusive and subject to the access rights of Grantor and others who may hold ingress-egress rights over the same area. Grantor shall retain the right to access and utilize the Easement area for ingress and egress, and the Parties to this Deed agree to cooperatively work together in good faith to ensure the access needs of the other party are accommodated. The County, its staff, employees, officers, authorized agents, and contractors shall not impede the use or block any portion of the Easement or the agricultural road encumbered by the Easement in any manner that obstructs Grantor’s ability to traverse the Easement in conjunction with Grantor’s access and orchard operational needs.

3. Grantor’s Utilities. Grantor maintains an existing waterline, electrical line, and related facilities (“Grantor’s Utilities”) that traverse the Easement area, some of which are shown in Exhibit D. County agrees to the extent possible to avoid Grantor’s Utilities in place. If Grantor’s Utilities must be relocated to avoid conflict with the County’s use and rights described herein, County shall relocate Grantor’s Utilities at no cost to Grantor after prior notification to Grantor.

4. Easement Area Condition. In order to operate, construct, repair and maintain the Oil Separator Facilities, County may restore the Easement to the same or better condition as that which existed prior to said repair or maintenance. County shall promptly repair any damage to the Easement areas caused by County’s access and use of the Easement

5. Protection of Facilities. In order to protect the Oil Separator Facilities, the Parties agree that the ground surface elevation of the Easement shall not be modified from the elevations established upon completion of construction of the Oil Separator Facilities. The Parties agree that no grading operations, ripping, stockpiling, or any other activities within the Easement that may damage the Oil Separator Facilities will be undertaken. The Parties will each conduct their access and operations in a manner that protects each party’s facilities and improvements within the Easement. County is granted the right to access Grantor’s land immediately adjacent to the Easement to clear culverts and address any erosion of the Easement, if and when County deems necessary to protect the Easement area and the Oil Separator Facilities located therein.

6. Improvements. This Easement is subject to all existing improvements, including those of which are within close proximity of the Oil Separator Facilities as depicted on Exhibit D, and all future uses which do not directly or indirectly impair, impede, interfere with or endanger the rights of the Parties hereto, their access and their facilities located within the Easement; provided, however, that each party shall have the right to clear and keep clear from the Easement Area all surface improvements,

including, but not limited to buildings, structures, walls, or facilities, and any earth cover or stockpile of material placed without the other's written consent, or which interfere with either Party's access to and monitoring, operation or protection of its improvements and facilities. If any locked gates are installed that would block access, the Parties agree that each shall be provided with the access key or code for entry through said gate.

7. Hold Harmless. By County's use of the Easement conveyed herein, Grantor assumes no liability for loss or damage to property, or injury to or death of any agent, employee, or contractor of County. County agrees to defend, indemnify and hold Grantor harmless from any claims or damages directly caused by County's Facilities and County's use of the Easement.

8. Conditional Conveyance. This Easement is granted in exchange for a conveyance from County to Grantor of a portion of that certain real property referred to on the County Assessor Map Book 155, Page 2, as Lot 15, also by the County Assessor as APN 155-020-015 ("County's Property"), that portion of which lies contiguous with the Grantor's Property APN 155-020-041. Recordation of a Grant Deed from County to Grantor shall be deemed evidence of satisfaction of this condition. If for any reason the Grant Deed from County to Grantor is not recorded within 12 months of the date that this Deed is accepted by County, then this Easement shall be deemed null and void.

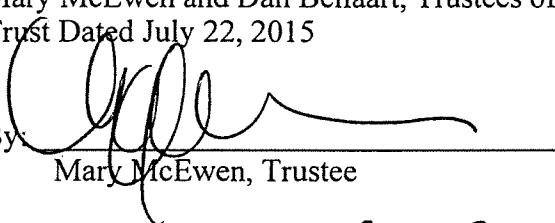
The provisions hereof shall inure to the benefit of the Grantor and County, their successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

Executed this 5th day of October, 2023.


GRANTOR:

Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015

By:


Mary McEwen, Trustee

By:


Dan Bellaart, Trustee

ACKNOWLEDGMENT

A notary public 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.

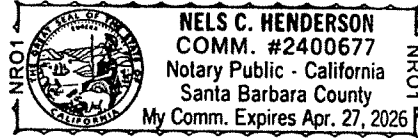
State of California
County of SANTA BARBARA

On OCTOBER 5, 2023 before me, NELS C. HENDERSON, Notary Public, personally appeared Mary McEwen, 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 signatures(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)



ACKNOWLEDGMENT

A notary public 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.

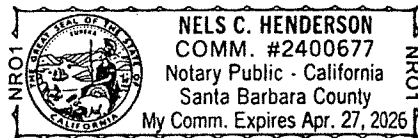
State of California
County of SANTA BARBARA

On OCTOBER 5, 2023 before me, NELS C. HENDERSON, Notary Public, personally appeared Dan Bellaart, 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 signatures(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)



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: Gov. Code § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed dated October 5, 2023, from Mary McEwen and Dan Bellaart, Trustees of The McEwen-Bellaart Family 2015 Revocable Living Trust Dated July 22, 2015, collectively as Grantor, to the County of Santa Barbara, a political subdivision of the State of California, its successors or assigns, as Grantee, is hereby accepted by the Order of the Board of Supervisors of the County of Santa Barbara on November 7, 2023, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this 7th day of November, 2023

ATTEST:
MONA MIYASATO
County Executive Officer
Clerk of the Board

By: Sheila LaBuenaga
Deputy Clerk

COUNTY OF SANTA BARBARA;
Board of Supervisors

By: Das Williams
Das Williams, Chair

Date: 11-7-23

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: Johannah Hartley
Johannah Hartley
Deputy County Counsel

EXHIBIT "A"
PERMANENT EASEMENT
TORO CANYON OIL SEPARATOR FACILITY
PORTION OF APNs: 155-020-041 & 155-020-015
LEGAL DESCRIPTION

A portion of land situated in the Southwest 1/4 of Section 1 Township 4 North Range 26 West in the County of Santa Barbara, State of California, per the Official Plat thereof.

Said portion being a 5.00 (five) foot wide strip lying westerly, southerly, and southeasterly of a **surveyed centerline of dirt road**, and a 10.00 (ten) foot wide strip lying easterly of a portion of said **surveyed centerline of dirt road** and terminating at the southerly end of course 8 thereof hereinafter described, and a 5.00 (five) foot wide strip lying easterly, northerly and northwesterly of a portion of said **surveyed centerline of dirt road** beginning at "Point B" hereinafter described, **together with** a 10.00 (ten) foot wide strip lying northeasterly of a **surveyed centerline of above ground pipeline** starting at the intersection with said **surveyed centerline of dirt road** at "Point A" hereinafter described, and **together with** a variable width portion of said land lying between said surveyed centerlines lines more particularly described as follows:

A "**surveyed centerline of dirt road**", **COMMENCING** at the 2" Brass Cap Stamped "R.E. 2786" at the southerly terminus of the Basis of Bearings shown on the record of survey map recorded in book 172 of Records of Surveys at pages 16-17, thence;

North 00°04'20" East, along said Basis of Bearings a distance of 5283.48 feet, to the 1/2" Iron Pipe with Tag Stamped "L.S. 3511" shown on said record of survey map, thence;

North 84°54'20" East along a calculated tie line (not shown on said record of survey map), a distance of 1526.27 feet to the 1-1/2" Iron Pipe with 2" Brass Cap Stamped "SANTA BARBARA COUNTY SURVEYOR" at the Northerly terminus of the line with a bearing of North 17°57'43" West and with length of 249.95 feet as shown on said record of survey map, said line being a westerly line of the 1.2 Acres parcel of land granted to the County of Santa Barbara in the Grant Deed recorded August 16, 2010 in instrument 2010-0043816 of Official Records of said County, thence;

South 17°57'43" East along said westerly line of said 1.2 Acre parcel of land granted to said County, a distance of 152.62 more or less to the Northeast corner of the land referred to as "Parcel A" described in Quitclaim Deed recorded July 22, 2015 in Instrument No. 2015-0039287 of Official Records of said County.

Said corner being a point in the westerly line of that parcel of land referred to as "Parcel Three" in Quitclaim Deed recorded September 27, 1983 in instrument No. 83-51574 of Official Records said point being a point in said westerly line with a bearing of North 17°57'43" West and with length of 249.95 feet as shown on said record of survey map and as also shown on that map recorded in Book 85, Page 94 of Records of Surveys, at the easterly terminus of that described certain 2nd course of said Parcel A, thence;

North 88°39'51" West along the northerly line of said "Parcel A", a distance of 5.15 feet to a point, said point being the **TRUE POINT OF BEGINNING of surveyed centerline of dirt road**, thence;

- 1) South 19°44'02" East leaving said northerly line of said Parcel A, a distance of 40.09 feet, thence;
- 2) South 22°07'00" East, a distance of 21.24 feet, thence;
- 3) South 09°52'22" East, a distance of 24.84 feet, thence;
- 4) South 07°19'08" East, a distance of 21.94 feet, thence;

- 5) South 03°47'02" East, a distance of 26.03 feet, thence;
- 6) South 08°32'40" East, a distance of 20.96 feet, thence;
- 7) South 11°40'31" East, a distance of 32.45 feet, thence;
- 8) South 14°23'38" East, a distance of 96.34 feet to the beginning of a curve concave northeasterly, with a radius of 513.26 feet, thence;
- 9) Southeasterly along the arc of said curve a distance of 46.88 feet thru a central angle of 05°14'00" to a compound curve concave northeasterly, with a radius of 205.37 feet, thence;
- 10) Southeasterly along the arc of said compound curve a distance of 64.47 feet thru a central angle of 17°59'11" to a reverse curve concave southwesterly, with a radius of 72.22 feet, thence;
- 11) Southeasterly and southerly along the arc of said reverse curve (a distance of 28.00 feet thru a central angle of 22°12'57" to a point herein referred to as "**Point B**") a distance of 57.52 feet thru a central angle of 45°38'01" to a reverse curve concave easterly, with a radius of 87.21 feet, thence;
- 12) Southwesterly and southeasterly along the arc of said reverse curve a distance of 35.32 feet thru a central angle of 23°12'19" to a reverse curve concave westerly, with a radius of 46.13 feet, thence;
- 13) Southeasterly and southwesterly along the arc of said reverse curve a distance of 35.77 feet thru a central angle of 44°25'22" to a compound curve concave northwesterly, with a radius of 93.01 feet, thence;
- 14) Southwesterly along the arc of said compound curve a distance of 29.97 feet thru a central angle of 18°27'29" to a reverse curve concave southeasterly, with a radius of 66.30 feet, thence;
- 15) Southwesterly along the arc of said reverse curve a distance of 27.64 feet thru a central angle of 23°52'57" to a compound curve concave easterly, with a radius of 25.00 feet, thence;
- 16) Southwesterly and southerly along the arc of said compound curve a distance of 15.77 feet thru a central angle of 36°08'18" to a compound curve concave northeasterly, with a radius of 17.37 feet, thence;
- 17) Southeasterly and easterly along the arc of said compound curve a distance of 26.68 feet thru a central angle of 87°59'35" to a compound curve concave northwesterly, with a radius of 40.00 feet, thence;
- 18) Easterly and northeasterly along the arc of said compound curve a distance of 15.00 feet thru a central angle of 21°29'16" to a compound curve concave northwesterly, with a radius of 78.27 feet, thence;
- 19) Northeasterly along the arc of said compound curve a distance of 34.35 feet thru a central angle of 25°08'42" to a point in the easterly line of said "Parcel Three", said point being the **POINT OF TERMINUS of surveyed centerline of dirt road.**

A "**surveyed centerline of above ground pipeline**", BEGINNING at "**Point A**" being distant North 14°23'38" West, a distance of 1.01 feet from the southerly terminus of the herein described **surveyed centerline of dirt road** course 8, thence;

South 37°54'44" East, a distance of 109.21 feet to a point in the easterly line of Said "Parcel Three" distant South 06°03'38" West along the easterly line of Said "Parcel Three", a distance of 121.26 feet from the northerly terminus of said easterly line of said "Parcel Three" with bearing North 06°03'38" East shown on said record of survey, said point being the **POINT OF TERMINUS of surveyed centerline of above ground pipeline.**

The easterly sideline of the southwesterly 5.00 (five) foot strip, beginning at the **TRUE POINT OF BEGINNING of the above described surveyed centerline of dirt road**, thence;

Southeasterly, southerly, southeasterly, southwesterly, southerly, southwesterly, westerly, and northeasterly along the 19 courses of the herein described to said **POINT OF TERMINUS of surveyed centerline of dirt road**.

The westerly and southerly sideline of the northeasterly 10.00 (ten) foot strip, beginning at said **TRUE POINT OF BEGINNING of surveyed centerline of dirt road**, thence;

Southeasterly, along the first 8 courses of said herein described **surveyed centerline of dirt road** to said **POINT OF BEGINNING of surveyed centerline of above ground pipeline** being said "Point A", thence;

South 37°54'44" East along said **surveyed centerline of above ground pipeline**, a distance of 109.21 feet to said **POINT OF TERMINUS of surveyed centerline of above ground pipeline**.

A variable width portion of land lying between said surveyed centerlines lines is bound on the North by said **surveyed centerline of above ground pipeline** and bound on the East by said easterly line of said "Parcel Three" and bound on the South by a line perpendicular from said easterly line of said "Parcel Three" at a point of intersection of the prolongation of a line parallel with and 10.00 (ten) feet southwesterly of said **surveyed centerline of above ground pipeline** to "Point B", said point of intersection being distant North 21°05'44" West, a distance of 34.50 feet from northerly terminus of said easterly line of said "Parcel Three" with bearing North 06°03'38" East shown on said record of survey, and bound on the West by said **surveyed centerline of dirt road**.

The westerly southerly and southeasterly sideline of the northeasterly 5.00 (five) foot strip, beginning at said "Point B" herein described as a point in said **surveyed centerline of dirt road** in course 11, thence;

Along said **surveyed centerline of dirt road** southeasterly, southwesterly, southerly, easterly and northeasterly to said **POINT OF TERMINUS of surveyed centerline of dirt road**.

Sidelines of the herein described strips are extended or shortened to intersect said easterly line of said "Parcel Three" or to intersect said northerly line of said "Parcel A" or prolongation thereof.

Herein above described Area contains approximately 11,051 Square Feet (0.254± acres), more or less.

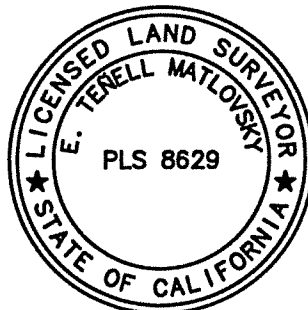
A Sketch of the herein above described land is depicted on Exhibit "B", being 1 sheet, attached hereto and made a part hereof.

End of Description

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

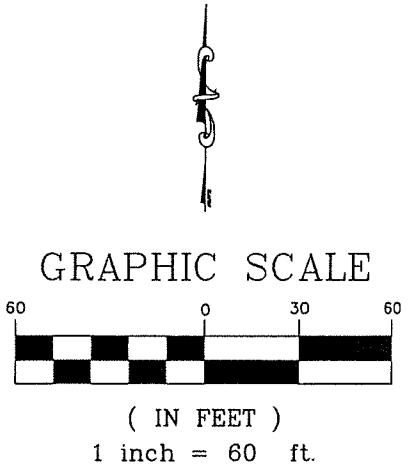
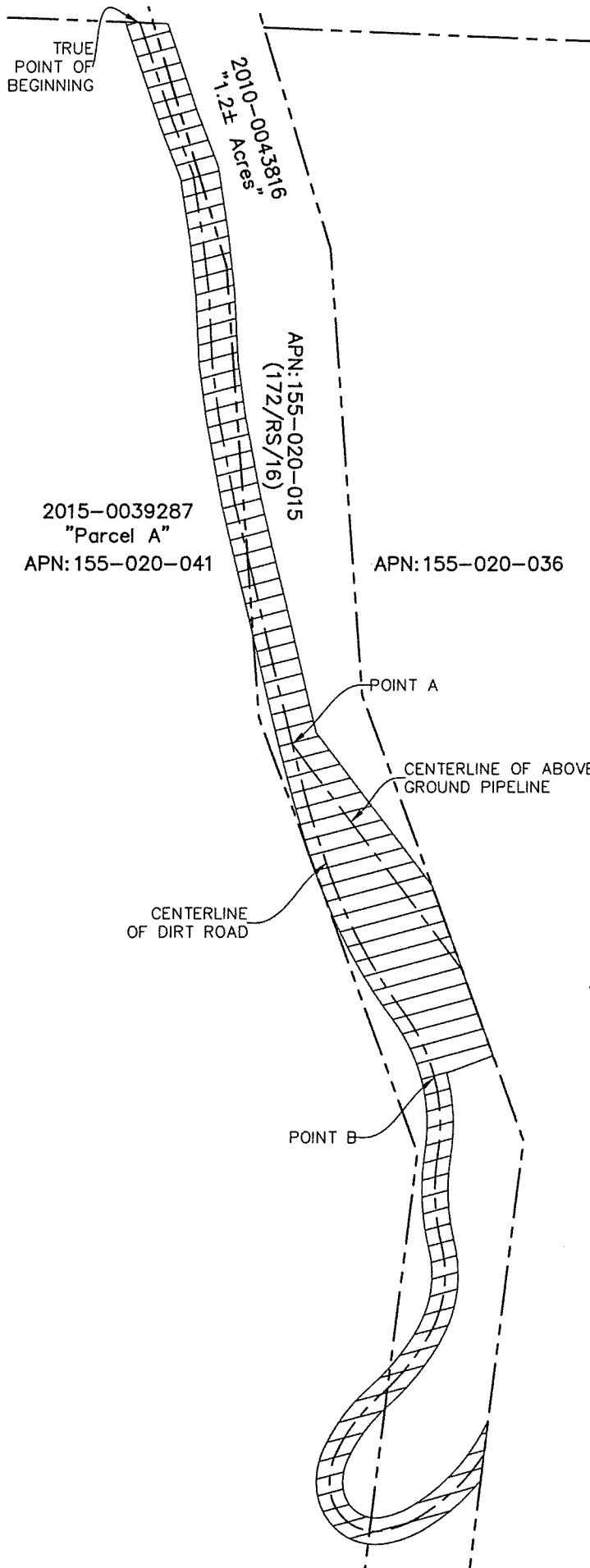
E. Teñell Matlovsky


E. Teñell Matlovsky, PLS 8629



10/03/2023

Date




 THE LAND DEPICTED HEREON IS DESCRIBED IN EXHIBIT "A", BEING 3 SHEETS, ATTACHED HERETO AND MADE A PART HEREOF.

THIS EXHIBIT MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

E. Teñell Matlovsky 10/03/2023
 E. TEÑELL MATLOVSKY DATE



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

PERMANENT EASEMENT
OIL WATER SEPARATOR FACILITY
TORO CANYON
 Portion of APNs: 155-020-041 & 155-020-015
 SANTA BARBARA COUNTY, CALIFORNIA
 OCTOBER 2023
 SHEET 1 OF 1 **EXHIBIT "B"** S1057

GRANTOR'S PROPERTY

EXHIBIT "C"

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL A:

THAT PORTION OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 10,498 AS FILED IN BOOK 1, PAGE 71 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER SAID PARCEL BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO BASE AND MERIDIAN, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 115, PAGE 57 OF RECORDS OF SURVEY AS FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL 1 AS SHOWN ON SAID PARCEL MAP;

THENCE 1ST, ALONG THE WESTERLY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1, NORTH 0°07'28" EAST (NORTH 0°05'35" EAST PER R/S 115-57) 654.23 FEET TO THE NORTHWESTERLY CORNER OF SAID NORTH 1/2:

THENCE 2ND, ALONG THE NORTHERLY LINE OF SAID NORTH 1/2, SOUTH 89°45'45" EAST (SOUTH 89°47'38" EAST PER R/S 115-57) 279.01 AS DESCRIBED IN PARCEL 1 OF DEED TO MICHAEL MCEWEN AND MARY MCEWEN RECORDED AS INSTRUMENT NO. 97-017321 OF OFFICIAL RECORDS TO A POINT IN THE WESTERLY LINE OF THAT PARCEL OF LAND REFERRED TO AS "PARCEL THREE" IN THAT GRANT DEED FROM PETER WM. GLASER TO JOHN P. THORNDIKE RECORDED SEPTEMBER 27, 1983 AS INSTRUMENT NO. 83-51574 OF OFFICIAL RECORDS AND SHOWN ON A RECORD OF SURVEY FILED IN BOOK 85, PAGE 94 OF RECORDS OF SURVEY:

THENCE 3RD, ALONG THE WESTERLY LINE OF SAID THORNDIKE PARCEL, SOUTH 19°03'24" EAST (SOUTH 19°05'17" EAST PER INSTRUMENT NO. 97-017321) 97.32 FEET;

THENCE 4TH, CONTINUING ALONG SAID THORNDIKE LINE, SOUTH 6°16'56" EAST (SOUTH 6°18'49" EAST PER INSTRUMENT NO. 97-017321) 172.26 FEET;

THENCE 5TH, CONTINUING ALONG SAID THORNDIKE LINE, SOUTH 22°11'25" EAST (SOUTH 22°13'18" EAST PER INSTRUMENT NO. 97-017321) 178.10 FEET;

THENCE 6TH, CONTINUING ALONG SAID THORNDIKE LINE, SOUTH 4°57'57" WEST (SOUTH 4°56'04" WEST PER INSTRUMENT NO. 97-017321) 224.80 (231.27 PER INSTRUMENT NO. 017321) FEET TO ITS INTERSECTION WITH SAID NORTHERLY LINE OF SAID PARCEL 1 AND THE SOUTHEASTERLY CORNER OF SAID REAL PROPERTY DESCRIBED AS PARCEL 1 IN SAID DEED TO MICHAEL MCEWEN AND MARY MCEWEN, RECORDED AS INSTRUMENT NO. 97-017321 OF OFFICIAL RECORDS, SAID POINT ALSO BEARS SOUTH 89°51'00" WEST 538.87 FEET FROM THE NORTHEASTERLY CORNER OF SAID PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 10,498;

THENCE 7TH, LEAVING SAID NORTHERLY LINE OF PARCEL 1, SOUTH 25°46'05" WEST 90.22 FEET;

THENCE 8TH, SOUTH 14°51'42" WEST 91.48 FEET;

THENCE 9TH, SOUTH 34°29'35" WEST 116.37 FEET;

THENCE 10TH, SOUTH 22°52'20" WEST 103.41 FEET;

THENCE 11TH, SOUTH 2°01'17" WEST 53.37 FEET;

THENCE 12TH, SOUTH 21°35'16" WEST 39.52 FEET;

THENCE 13TH, SOUTH 40°00'28" WEST 112.57 FEET;

THENCE 14TH, NORTH 89°54'35" WEST 122.45 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1 OF SAID PARCEL MAP WHICH IS NORTH 0°07'28" EAST (NORTH 0°05'25" EAST PER 1PM71) 124.04 FEET FROM THE SOUTHWESTERLY CORNER OF SAID PARCEL 1:

THENCE 15TH, ALONG SAID WESTERLY LINE OF SAID PARCEL 1, NORTH 0°07'28" EAST (NORTH 0°05'25" EAST PER 1PM71) 535.98 FEET TO SAID NORTHWESTERLY CORNER OF SAID PARCEL 1 AND THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT, CERTIFICATE NO. 99-LA-012, RECORDED NOVEMBER 20, 2000 AS INSTRUMENT NO. 00-72199 OF OFFICIAL RECORDS.

PARCEL B:

A 40 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN DOCUMENT ENTITLED "GRANT OF EASEMENT RECORDED JANUARY 8, 1992 AS INSTRUMENT NO. 92-001180 OF OFFICIAL RECORDS, THROUGH THAT PORTION OF PARCEL 1 OF PARCEL MAP 10498, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 71, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN ON SAID MAP:

THENCE NORTH 89°51'00" EAST 71.97 FEET ALONG THE SOUTH LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING;

THENCE 1ST: NORTH 31°40'17" WEST 48.27 FEET;

THENCE 2ND: NORTH 30°01'21" EAST 23.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 64.00 FEET;

THENCE 3RD; ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°49'44" A DISTANCE OF 53.43 FEET;

THENCE 4TH; TANGENT TO SAID CURVE NORTH 77°51'05" EAST 33.08 FEET TO THE BEGINNING OF A TANGENT CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 105.00 FEET;

THENCE 5TH; ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°15'49" A DISTANCE OF 103.11 FEET;

THENCE 6TH; TANGENT TO SAID CURVE, NORTH 21°35'17" EAST 84.11 FEET;

THENCE 7TH; NORTH 02°01'17" EAST 53.08 FEET:

THENCE 8TH; NORTH 22°52'20" EAST 92.97 FEET;

THENCE 9TH; NORTH 37°14'32" EAST 62.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 272.00 FEET;

THENCE 10TH; ALONG SAID CURVE THROUGH A CENTRAL ANGLE 27°28'29" A DISTANCE OF 130.43 FEET;

THENCE 11TH; TANGENT TO SAID CURVE, NORTH 09°46'03" EAST 21.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY;

THENCE 12TH; ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°28'14" A DISTANCE OF 41.97 FEET;

THENCE 13TH; TANGENT TO SAID CURVE NORTH 31°14'17" EAST 61.03 FEET TO THE NORTH LINE OF SAID PARCEL 1.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL 1 HEREINABOVE DESCRIBED.

APN: 155-020-041 AND PORTION OF 155-020-040

