# IRREVOCABLE OFFER TO DEDICATE PUBLIC ACCESS EASEMENT AND DECLARATION OF RESTRICTIONS

This Irrevocable Offer to Dedicate Public Access Easements and Declaration of Restrictions (the "Offer") is made to the County of Santa Barbara, California (the "County") this 2\_\_\_\_ day of Februa 2024, by MIRADERO, LLC, a California Limited Liability Company (the "Grantor"). This Offer shall become effective on the date set forth below (the "Effective Offer Date").

#### RECITALS

- A. Grantor owns fee title to land located in the County described in Exhibit A and depicted on Exhibit B (the "Property"). Grantor applied to the County of Santa Barbara to subdivide the land (Case Number 19TPM-00000-00006) ("Project"). As part of the Project, the Grantor proposes the following conditional offer to dedicate to the public an easement over the existing trail on the Property, depicted and described in Exhibit C ("Public Access Easement"). (Note: All references to "Exhibit" refer to the exhibits attached to this Offer unless otherwise specified.)
- B. The Grantor has previously recorded a "Notice of Consent to Use of Land" on the Property pursuant to California Civil Code Section 813, granting permission for the public to have biking, hiking, and equestrian trail access along an existing trail on the Property ("Permission").
- C. The Parties agree that this conditional Offer cannot be accepted until the Property is sold or Permission is revoked.

#### TERMS OF OFFER

Grantor conditionally irrevocably offers to dedicate the Public Access Easement to the County in perpetuity for the People of the State of California on the terms and conditions set forth below:

- 1. PURPOSE AND DESCRIPTION: The purpose of the Public Access Easement is to provide public biking, hiking, and equestrian trail access along the existing trail. No electric or motorized vehicles or bicycles shall be allowed on the easement.
- 2. GRANT: Grantor conditionally grants the Public Access Easement to the public for biking, hiking, and equestrian trail access along the existing trail, on the Property, depicted and described in Exhibit C. No electric or motorized vehicles or bicycles shall be allowed on the Public Access Easement.
- 3. RESPONSIBILITY FOR THE EASEMENT AREAS. Upon acceptance of the Offer, the County shall be responsible and liable for all management and maintenance of the accepted Public Access Easement and all physical improvements constructed by the County within the easement area. The County may receive assistance and enter into agreements with conservation organizations and nonprofit groups for the construction, management, and maintenance of the Easement Area and improvements.
- 4. INDEMNITY AND LIABILITY.
  - a. Upon acceptance of the Offer and to the extent permitted by law, the County shall indemnify, defend, and hold Grantor and Grantor's members ("Indemnified Parties") harmless from and against any and all claims,

proceedings, lawsuits, liabilities, or damages ("Damages"), caused by the use or attempted use of the Public Access Easement by the public pursuant to this Agreement, except for Damages premised on the negligence or other wrongful or intentional misconduct by the Grantor.

- b. County's obligation to manage or maintain the Public Access Easement and its liability for Damages as set forth above is triggered when the County accepts the Offer.
- 5. DECLARATION OF RESTRICTIONS.
  - a. After acceptance, Grantor shall not interfere with the public's use of the Public Access Easement or take any action inconsistent with such use, including, without limitation, (i) constructing or improving the property within the Easement Areas in a manner inconsistent with the public's use or enjoyment of the Public Access Easement; or, (ii) authorizing use of the Public Access Easement in a manner which conflicts with this Offer.
  - b. Grantor's Retained Rights.
    - i. <u>Normal and Incidental Rights.</u> Grantor shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property which are not inconsistent with the Public Access Easement. By accepting this Offer, however, the County agrees to undertake all obligations and assume all liability related to the management, maintenance, and public use of the Public Access Easement, as set forth in this Agreement.
    - ii. Parcels of land northerly of the Property are not currently developed but may be developed in the future, subject to County's review and approval of all necessary permits. Nothing in this Offer or the County's acceptance thereof shall be interpreted to preclude legal access to the adjacent land northerly of the Property or the legal development of that property.
- 6. DURATION, ACCEPTANCE, AND TRANSFERABILITY.
  - *a. Duration.* This Offer shall be irrevocable for a period of ninety (90) years after the Effective Date. If not accepted by the County during that timeframe, this Offer shall terminate.
  - b. Acceptance. The County shall not have the power to accept this Offer unless and until: (i) the Property is sold (a sale does not include a change of ownership or control of the LLC or sale or transfer of the Property or a portion thereof to any family members of Katherine Crawford or Ashley Binczewski); or, (ii) Permission is revoked by the Grantor. Grantor shall provide County ten (10) days written notice following either: (i) executing an agreement to sell (as defined in this section) the Property; or, (ii) recording a Notice of Revocation of the Permission pursuant to California Civil Code Section 813. The Offer shall be accepted upon the approval of a Notice of Acceptance by the County Board of Supervisors or its designee.
  - c. *Transfer*. After the Offer has been accepted, the Public Access Easement may be transferred to and held by another public agency or a private entity which agrees in writing to accept responsibility for management, maintenance, and liability of the Public Access Easement. The County's acceptance of this Offer, and the rights and obligations set forth herein, including responsibility for management, maintenance, and liability of the Public Access Easement, shall constitute a covenant running with the land. The management and maintenance of the trail shall be in the County's sole discretion, as long as that management and maintenance remains within the scope of this Offer.
- 7. REMEDIES. Grantor and the County may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Offer and, upon acceptance, the Public Access Easement. A failure by Grantor or the County in one or more instances to enforce the terms of this Offer and/or the Public Access Easement shall not be deemed a waiver of any future right to pursue such remedies with respect to a subsequent breach of the same or any other provision of this Offer and/or the Public Access Easement.
- 8. CONDITION OF TITLE. This Offer shall be recorded free of prior liens and encumbrances (other than existing and approved easements for roads, trails, and utilities) which the County determines may affect the interest being conveyed.

- 9. TAXES AND ASSESSMENTS. Grantor agrees to pay or cause to be paid all real property taxes and assessments levied or assessed against the Property.
- 10. SUCCESSORS AND ASSIGNS. All provisions of this Offer and the Public Access Easement shall be binding upon and inure to the benefit of the heirs, successors, and assigns, whether voluntary or involuntary, of both the Grantor and the County.
- 11. SEVERABILITY. If any provision of this Offer and/or the Public Access Easement is held to be invalid, or for any reason becomes unenforceable, the remaining provisions of the Offer and/or Public Access Easement shall remain valid and enforceable.

[SIGNATURES ON FOLLOWING PAGES]

Grantor: Miradero LLC, A California Limited Liability Company

Name: Gregg W Crawford Managel Title: Signature: 2, 2024 rebruan Date:

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#### 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 Marin

before me, <u>Ged Ffrey Brunell</u> Notary Public, On (insert name and title of the officer)

personally appeared <u>Gregg</u> <u>W</u>, <u>Crawford</u>, 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)

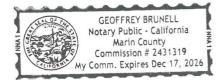


Exhibit A Legal Description of the land

#### LEGAL DESCRIPTION

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

PARCEL ONE:

THAT PORTION OF LAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS DESCRIBED IN THE DEED TO CHARLES DEERE WIMAN, RECORDED ON JULY 7, 1927, IN BOOK 129 OF OFFICIAL RECORDS, PAGE 146, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF THE LAND CONVEYED TO ADELAIDE NUGENT BY DEED RECORDED IN BOOK 180 PAGE 248 OF DEEDS, RECORDS OF SAID COUNTY, DISTANT SOUTH 155.20 FEET FROM THE NORTHWEST CORNER OF THE LAND SO CONVEYED; THENCE ALONG THE VARIOUS COURSES OF THE WESTERLY LINE OF THE LAND SO CONVEYED TO SAID ADELAIDE NUGENT AS FOLLOWS: SOUTH 172.50 FEET, NORTH 89° 58' EAST 170.70 FEET, SOUTH 12° 47' WEST 173.72 FEET, SOUTH 40° 59' WEST 184.56 FEET, SOUTH 8° 20' WEST 97.30 FEET, SOUTH 86° 38' WEST 76.86 FEET, SOUTH 61° 45' WEST 168.97 FEET, AND SOUTH 12° 35' WEST 76.03 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO CONVEYED TO SAID ADELAIDE NUGENT; THENCE ALONG THE CENTER LINE OF THAT CERTAIN SIXTEEN FOOT RIGHT OF WAY FOR ROAD PURPOSES ETC. CONVEYED TO SAID ADELAIDE NUGENT BY SAID DEED RECORD IN BOOK 180 PAGE 248 OF SAID DEED RECORDS. AS FOLLOWS: ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 86.79 FEET, THE LONG CHORD OF SAID ARC HAVING A BEARING OF SOUTH 67° 31' WEST AND A LENGTH OF 61.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 149.8 FEET; THENCE ALONG THE ARC OF SAID CURVE, THE LONG CHORD OF SAID ARC HAVING A BEARING OF SOUTH 68° 08' WEST AND A LENGTH OF 109.80 FEET TO THE END OF SAID ARC; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIGHT OF WAY AS FOLLOWS: SOUTH 89° 38' WEST 77.60 FEET, SOUTH 86° 13' WEST 100.00 FEET, SOUTH 77° 00' WEST 100.00 FEET, SOUTH 67° 17' WEST 100.00 FEET, SOUTH 56° 54' WEST 100 FEET; THENCE LEAVING THE CENTER LINE OF SAID SIXTEEN FOOT RIGHT OF WAY SOUTH 46° 27' WEST 107.39 FEET TO THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO CHARLES C. PARK BY DEED RECORDED IN BOOK 40 PAGE 598 OF SAID DEED RECORDS, THENCE ALONG SAID NORTHEASTERLY LINE AS FOLLOWS: NORTH 39° 30' WEST 14.85 FEET, NORTH 35° 30' WEST 50 FEET, NORTH 29° 15' WEST 50.00 FEET, NORTH 25° 00' WEST 20 FEET; AND NORTH 31° 00' WEST 40.00 FEET; THENCE LEAVING THE NORTHEASTERLY LINE OF THE LAND SO CONVEYED TO SAID CHARLES C. PARK NORTH 5° 41' 30" WEST 65.18 FEET; THENCE NORTH 4° 21' 30" EAST 123.00 FEET, THENCE NORTH 30° 25' 30" EAST 243.50 FEET; THENCE NORTH 13° 29' EAST 122.22 FEET; THENCE NORTH 17° 14' 30" WEST 72.98 FEET; THENCE NORTH 53° 25' 30" EAST 116.00 FEET; THENCE NORTH 10° 02' 30" EAST 103.18 FEET; THENCE NORTH 31° 46' 30" EAST 127.87 FEET; THENCE SOUTH 59° 41' 30" EAST 32.51 FEET TO AN ANGLE IN THE WESTERLY LINE OF THE LAND CONVEYED TO THE MONTECITO COUNTY WATER DISTRICT BY DEED RECORDED IN BOOK 5, PAGE 137 OFFICIAL RECORDS OF SAID COUNTY, AT THE NORTHERLY END OF THAT CERTAIN COURSE IN SAID DEED DESCRIBED AS HAVING A BEARING OF "NORTH 4° 35' EAST" AND A LENGTH OF 124.20 FEET; THENCE FOLLOWING THE VARIOUS COURSES OF THE BOUNDARY LINE OF THE LAND SO CONVEYED TO SAID MONTECITO COUNTY WATER. DISTRICT SOUTH 4° 53' WEST 124.20 FEET, SOUTH 35° 54' EAST 96.00 FEET; SOUTH 59° 11' EAST 56.85 FEET; SOUTH 86° 54' EAST 90.90 FEET, NORTH 39° 56' EAST 87.10 FEET; NORTH 47° 14' EAST 133.50 FEET, AND NORTH 0° 51' WEST 78.30 FEET; THENCE LEAVING THE BOUNDARY LINE OF THE LAND SO CONVEYED SOUTH 89° 58' EAST 346.20 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY AND NORTHERLY OF THE FOLLOWING

DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LAND, THENCE, ALONG THE FIRST COURSE OF SAID LAND, SOUTH, 172.50 FEET TO THE SOUTHERLY TERMINUS OF SAID FIRST COURSE, SAID TERMINUS BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE,

1ST - SOUTH 1° 13' 32" WEST, 71.53 FEET; THENCE,

2ND - SOUTH 68° 33' 50" EAST, 153.81 FEET TO A POINT ON THE THIRD COURSE OF SAID LAND.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING PARCEL A OF LOT LINE ADJUSTMENT NUMBER 13LLA-00000-00004, RECORDED DECEMBER 18, 2014 AS INSTRUMENT NO. 14-58189 OF OFFICIAL RECORDS.

PARCEL TWO:

THAT PORTION OF THE PUEBLO LANDS OF THE CITY OF SANTA BARBARA IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO ADELAIDE NUGENT RECORDED MARCH 5, 1920 IN BOOK 180, PAGE 248 OF DEEDS, RECORDS OF SAID COUNTY, ALSO BEING THE SOUTHEAST CORNER OF LOT 1 IN SECTION 9, TOWNSHIP 4 NORTH, RANGE 26 WEST, SAN BERNARDINO MERIDIAN, THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID NUGENT LAND, 155.20 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CHARLES DEERE WIMAN RECORDED JULY 7, 1927 IN BOOK 129, PAGE 146 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINE OF SAID WIMAN TRACT OF LAND NORTH 89° 58' WEST 346.20 FEET TO A PIPE IN THE EASTERLY LINE OF THE LAND FIRST DESCRIBED IN THE DEED TO MONTECITO COUNTY WATER DISTRICT RECORDED APRIL 1, 1924 IN BOOK 5, PAGE 137 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND SO DESCRIBED, NORTH 52° 51' WEST 277.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LAND MARKED BY A PIPE AND ALSO BEING THE MOST WESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO CHARLES DEERE WIMAN TRACT RECORDED MAY 27, 1929 AS INSTRUMENT NO. 6043 IN BOOK 176, PAGE 557 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 88° 15' EAST, ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED WIMAN TRACT OF LAND, 567.12 FEET TO THE POINT OF BEGINNING.

THE LAND ABOVE DESCRIBED IS SHOWN WITH OTHER LANDS ON A MAP OF SURVEY FILED DECEMBER 29, 1930 IN BOOK 21, PAGE 66 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 007-050-032

Exhibit B- Depiction of the Land

Exhibit C Public Access Easement



# **EXHIBIT C**

# OFFER TO DEDICATE A PUBLIC ACCESS EASEMENT UNINCORPORATED COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA (PORTION OF APN 007-050-032)

THAT PORTION OF LAND LYING WITHIN THE PUEBLO LANDS OF THE CITY OF SANTA BARBARA, LOCATED IN THE UNINCORPORATED COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE SPECIFICALLY BEING A PORTION OF THAT LAND DESCRIBED IN THE DEED TO CHARLES DEERE WIMAN RECORDED ON JULY 7, 1927, IN **BOOK 129, PAGES 146 THROUGH 148**, INCLUSIVE, SANTA BARBARA COUNTY OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT LAND DESCRIBED IN THE DEED TO CHARLES DEERE WIMAN RECORDED ON APRIL 10, 1929, IN **BOOK 176, PAGES 557 AND 558** OF SAID RECORDS, MORE SPECIFICALLY BEING THOSE THREE STRIPS OF LAND DESCRIBED AS FOLLOWS:

### "STRIP A":

A PORTION OF LAND LYING WITHIN SAID DEED RECORDED IN BOOK 129, PAGES 146 THROUGH 148, INCLUSIVE, SANTA BARBARA COUNTY OFFICIAL RECORDS, BEING A STRIP OF LAND TEN FEET (10') WIDE, LYING FIVE FEET (5') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN LINE IN THE WESTERLY BOUNDARY OF THE DESCRIBED IN SAID DEED AS BEARING NORTH 25°00' WEST HAVING A DISTANCE OF 20.00 FEET, THENCE ALONG SAID LINE SOUTH 24°01'04" EAST 13.92 FEET TO THE **TRUE POINT OF BEGINNING**, THENCE DEPARTING SAID WESTERLY BOUNDARY THROUGH THE FOLLOWING COURSES:

1st, NORTH 18°22'00" EAST, A DISTANCE OF 62.26 FEET; THENCE

2nd, NORTH 01°37'12" WEST, A DISTANCE OF 52.74; THENCE

3rd, NORTH 05°06'43" WEST, A DISTANCE OF 73.29 FEET; THENCE

- 4th, NORTH 08°49'55" EAST, A DISTANCE OF 70.62 FEET; THENCE
- 5th, NORTH 43°01'02" EAST, A DISTANCE OF 90.21 FEET; THENCE
- 6th, NORTH 47°03'56" EAST, A DISTANCE OF 53.26 FEET; THENCE
- 7th, NORTH 10°55'54" EAST, A DISTANCE OF 52.80 FEET; THENCE
- 8th, NORTH 27°18'18" EAST, A DISTANCE OF 28.16 FEET; THENCE
- 9th, NORTH 00°35'59" EAST, A DISTANCE OF 41.17 FEET; THENCE



# **EXHIBIT C**

# OFFER TO DEDICATE A PUBLIC ACCESS EASEMENT

UNINCORPORATED COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

(PORTION OF APN 007-050-032) 10th, NORTH 09°47'22" WEST, A DISTANCE OF 43.11 FEET; THENCE

11th, NORTH 23°51'10" WEST, A DISTANCE OF 40.12 FEET; THENCE

12th, NORTH 06°39'24" EAST, A DISTANCE OF 13.87 FEET; THENCE

13th, NORTH 21°07'49" EAST, A DISTANCE OF 28.77 FEET TO A POINT IN SAID BOUNDARY, SAID POINT LYING DISTANT NORTH 54°23'06" EAST 36.24 FEET ALONG SAID BOUNDARY FROM THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN LINE DESCRIBED PER SAID DEED AS HAVING A BEARING OF NORTH 53°25'30" EAST AND A DISTANCE OF 116 FEET, SAID CORNER SHOWN AS A SCRIBED "+" ON A ROCK PER RECORD OF SURVEY BOOK 31, PAGE 27, FILED IN SAID OFFICE OF SAID COUNTY, SAID CORNER BEING KNOWN HEREAFTER AS "POINT A";

THE SIDE LINES OF THE ABOVE-DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE WESTERLY BOUNDARY OF SAID DEED.

[NET AREA "STRIP A": 0.164 ACRES (GRID), MORE OR LESS]

### "STRIP B":

A PORTION OF LAND LYING WITHIN SAID DEED RECORDED IN BOOK 129, PAGES 146 THROUGH 148, INCLUSIVE, SANTA BARBARA COUNTY OFFICIAL RECORDS, BEING A STRIP OF LAND TEN FEET (10') WIDE, LYING FIVE FEET (5') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED "POINT A", BEING A POINT IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED PER SAID DEED, THENCE NORTH 54°23'06" EAST 116.05 FEET ALONG THAT CERTAIN LINE DESCRIBED PER SAID DEED AS HAVING A BEARING OF NORTH 53°25'30" EAST AND A DISTANCE OF 116 FEET TO THE NORTHEASTERLY TERMINUS OF SAID LINE AND THE **TRUE POINT OF BEGINNING**; THENCE DEPARTING SAID WESTERLY BOUNDARY THROUGH THE FOLLOWING COURSES:

1st, SOUTH 71°22'46" EAST, A DISTANCE OF 10.81 FEET; THENCE

2nd, NORTH 27°58'19" EAST, A DISTANCE OF 29.62 FEET; THENCE

3rd, NORTH 31°33'06" EAST, A DISTANCE OF 15.22 FEET; THENCE

4th, NORTH 20°16'13" EAST, A DISTANCE OF 26.74 FEET; THENCE

5th, NORTH 28°20'18" EAST, A DISTANCE OF 33.23 FEET; THENCE



# EXHIBIT C OFFER TO DEDICATE A PUBLIC ACCESS EASEMENT UNINCORPORATED COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA (PORTION OF APN 007-050-032)

- 6th, NORTH 11°50'14" EAST, A DISTANCE OF 51.88 FEET; THENCE
- 7th, NORTH 10°45'58" EAST, A DISTANCE OF 29.34 FEET; THENCE
- 8th, NORTH 41°29'50" EAST, A DISTANCE OF 42.37 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF SAID LAND DESCRIBED IN SAID DEED, SAID POINT LYING DISTANT SOUTH 58° 45'48" EAST 14.65 FEET ALONG SAID BOUNDARY FROM THE NORTHWESTERLY TERMINUS OF THAT CERTAIN LINE IN SAID BOUNDARY DESCRIBED AS HAVING A BEARING OF SOUTH 59° 41' 30" EAST AND A DISTANCE OF 32.51 FEET PER SAID DEED, SAID CORNER SHOWN AS A "+" ON A ROCK PER SAID RECORD OF SURVEY,

THE SIDE LINES OF THE ABOVE-DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE WESTERLY AND NORTHERLY BOUNDARY OF SAID DEED.

[NET AREA "STRIP B": 0.055 ACRES (GRID), MORE OR LESS]

### "STRIP C":

A PORTION OF LAND LYING WITHIN SAID DEED RECORDED IN BOOK 176, PAGES 557 AND 558, SANTA BARBARA COUNTY OFFICIAL RECORDS, BEING A STRIP OF LAND TEN FEET (10') WIDE, LYING FIVE FEET (5') ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN LINE IN THE WESTERLY BOUNDARY DESCRIBED IN SAID DEED AS BEARING SOUTH 52° 51' EAST AND HAVING A DISTANCE OF 277 FEET; THENCE ALONG SAID BOUNDARY SOUTH 51°52'58" EAST 167.65 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE DEPARTING SAID BOUNDARY THROUGH THE FOLLOWING COURSES:

- 1st, SOUTH 72°59'25" EAST, A DISTANCE OF 16.13 FEET; THENCE
- 2nd, SOUTH 85°27'56" EAST, A DISTANCE OF 58.62 FEET; THENCE
- 3rd, SOUTH 85°04'49" EAST, A DISTANCE OF 50.63 FEET; THENCE
- 4th, SOUTH 84°35'39" EAST, A DISTANCE OF 49.61 FEET; THENCE
- 5th, SOUTH 82°09'31" EAST, A DISTANCE OF 42.61 FEET; THENCE
- 6th, NORTH 83°46'57" EAST, A DISTANCE OF 21.99 FEET; THENCE



### **EXHIBIT C**

# OFFER TO DEDICATE A PUBLIC ACCESS EASEMENT

UNINCORPORATED COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

(PORTION OF APN 007-050-032)

- 7th, NORTH 80°17'08" EAST, A DISTANCE OF 46.81 FEET; THENCE
- 8th, NORTH 51°32'04" EAST, A DISTANCE OF 78.76 FEET; THENCE
- 9th, NORTH 35°44'49" EAST, A DISTANCE OF 48.54 FEET; THENCE
- 10th, NORTH 68°44'41" EAST, A DISTANCE OF 24.74 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF SAID DEED, SAID POINT LYING NORTH 87°49'05" WEST 37.90 FEET ALONG SAID BOUNDARY FROM THE NORTHEASTERLY CORNER THEREOF, SAID CORNER SHOWN AS A 3" BRASS CAP MARKED "C.G.EMERY TRACT CORNER NO. 18 SURVEYED JAN 1909 F.F.FLOURNOY C.E." PER RECORD OF SURVEY BOOK 21, PAGE 66, FILED IN SAID OFFICE OF SAID COUNTY,

[NET AREA "STRIP C": 0.101 ACRES (GRID), MORE OR LESS]

THE SIDE LINES OF THE ABOVE-DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN SAID WESTERLY AND NORTHERLY BOUNDARIES OF SAID DEED.

[NOTE: UNLESS OTHERWISE NOTED ALL BEARINGS AND DISTANCES DESCRIBED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), NAD83(2011), ZONE 5, EPOCH 2017.50]

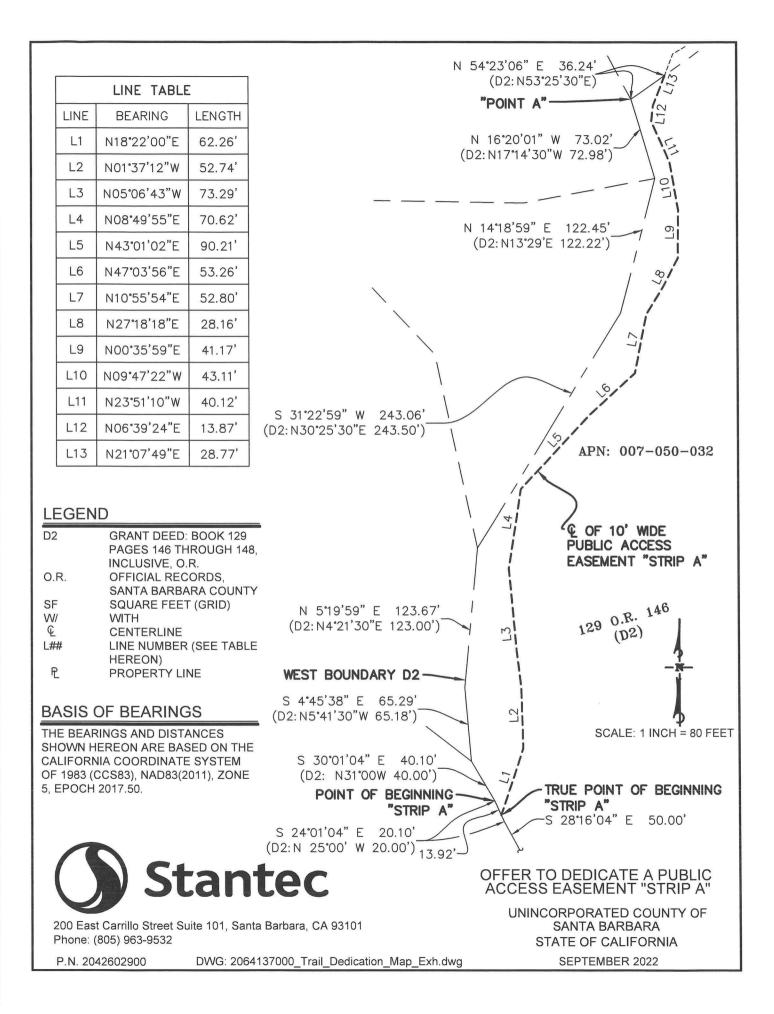
APPROXIMATE GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE DISTANCES DESCRIBED HEREIN BY THE INVERSE OF THE COMBINED SCALE FACTOR (CSF) MEASURED AT THE NORTHEAST CORNER OF SAID DEED RECORDED IN BOOK 176, PAGES 557 AND 558, SANTA BARBARA COUNTY OFFICIAL RECORDS; SAID COMBINED SCALE FACTOR = 0.99991105.

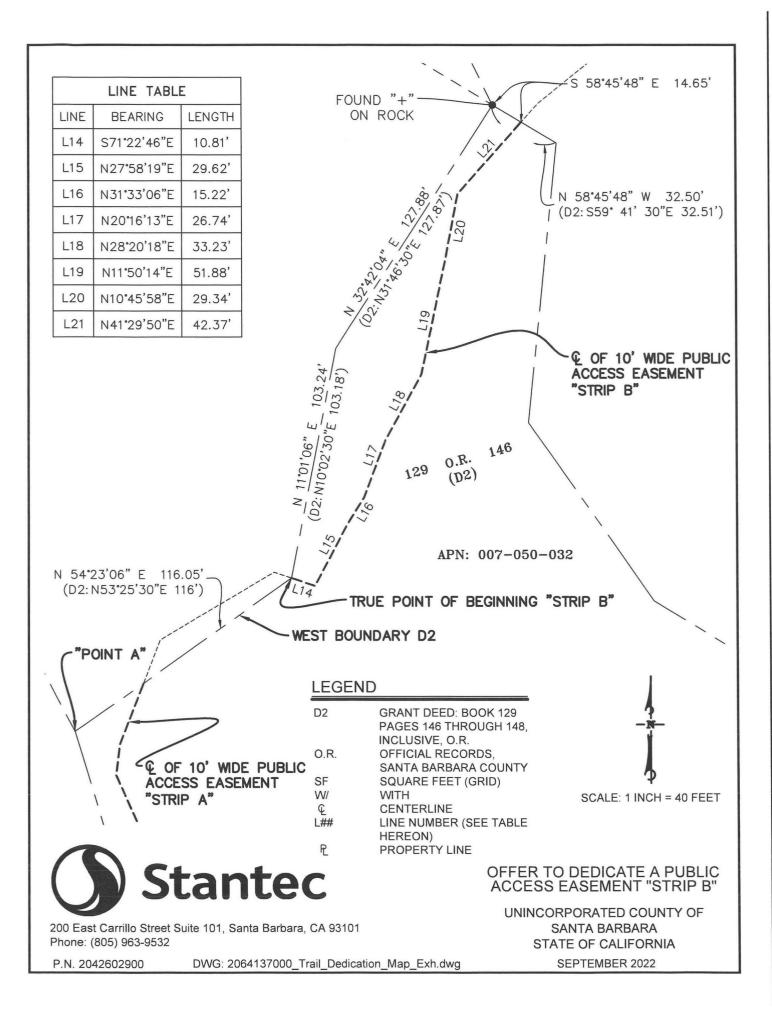
THE ATTACHED MAP EXHIBITS OF STRIPS "A", "B", AND "C" ARE ATTACHED HERETO AND MADE A PART HEREOF.

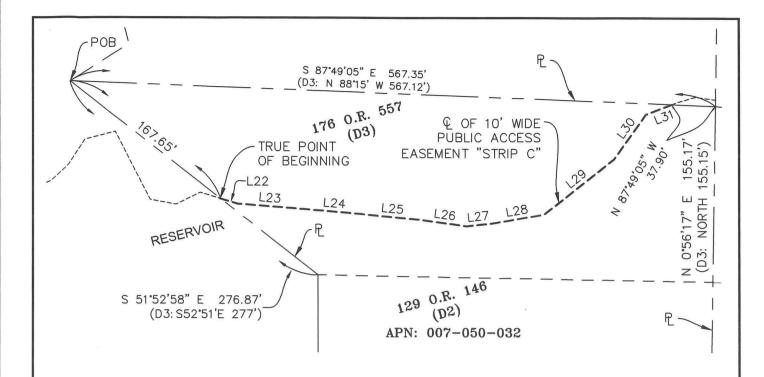
THIS DOCUMENT WAS PREPARED BY:

DANIEL B. EISENGART, PLS CA LICENSE No. L8961 December 5, 2022 P/N: 2064137000









LINE TABLE		
LINE	BEARING	LENGTH
L22	S72°59'25"E	16.13'
L23	S85°27'56"E	58.62'
L24	S85°04'49"E	50.63'
L25	S84°35'39"E	49.61'
L26	S82°09'31"E	42.61'
L27	N83°46'57"E	21.99'
L28	N80°17'08"E	46.81'
L29	N51°32'04"E	78.76'
L30	N35°44'49"E	48.54'
L31	N68°44'41"E	24.74'

LEGEND	
D2	GRANT DEED: BOOK 129
	PAGES 146 THROUGH 148,
	INCLUSIVE, O.R.
D3	GRANT DEED: BOOK 176
	PAGE 557, O.R.
0.R.	OFFICIAL RECORDS,
	SANTA BARBARA COUNTY
SF	SQUARE FEET (GRID)
W/	WITH
С.	CENTERLINE
L##	LINE NUMBER (SEE TABLE
	HEREON)
P	PROPERTY LINE

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SCALE: 1 INCH = 80 FEET



200 East Carrillo Street Suite 101, Santa Barbara, CA 93101 Phone: (805) 963-9532

P.N. 2042602900

DWG: 2064137000\_Trail\_Dedication\_Map\_Exh.dwg

OFFER TO DEDICATE A PUBLIC ACCESS EASEMENT "STRIP C"

UNINCORPORATED COUNTY OF SANTA BARBARA STATE OF CALIFORNIA

#### SEPTEMBER 2022