

Project: Hollister Street – Lillie Avenue Road
Vacation & Varley St. Dedication
A.P.N.: 005-182-001
Folio: 003775
Agent: JJS

REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS

THIS REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS (the “Contract”) is made and entered into by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“COUNTY”); and HOLLISTER LILLIE, LLC, a Delaware limited liability company (“BUYER”); with reference to the following:

WHEREAS, COUNTY is the fee simple owner of road right-of-way property along Lillie Avenue and Hollister Street in the unincorporated area of the County of Santa Barbara, State of California, located adjacent to BUYER’S parcel of land commonly known as 120 Hollister Street, Summerland, California (and also currently identified as Santa Barbara County Assessor’s Parcel Number 005-182-001), which is at the northeast corner of the intersection of Hollister Street and Lillie Avenue in Summerland (“BUYER’S Property”); and

WHEREAS, BUYER has received approval by County Planning and Development under Case No. 15CDP-00000-00092 to redevelop BUYER’S Property (“Permit Approval”); and

WHEREAS, as part of the redevelopment project on BUYER’S Property, BUYER wishes to acquire portions of the County road right-of-way property adjacent to BUYER’S Property (which portions shall hereinafter be referred to collectively as the “ROW Property”); and

WHEREAS, the ROW Property is described and shown as a parcel more particularly described on Exhibit “A” and shown on Exhibit “B” attached hereto and incorporated herein by this reference; and

WHEREAS, as part of the redevelopment project on BUYER’S Property, BUYER wishes to grant to COUNTY a road right-of-way easement on the northerly part of BUYER’S Property on Varley Street, more particularly described on Exhibit “C” and shown on Exhibit “D” attached hereto and incorporated herein by this reference (“Easement”); and

WHEREAS, pursuant to Section 892(a) of the California Streets and Highways Code, the ROW Property is not useful as a nonmotorized transportation facility for the use of pedestrians, bicyclists, or equestrians; and

WHEREAS, the ROW Property is not needed for public use and it is in COUNTY’S interest to sell to BUYER said ROW Property pursuant to California Streets and Highways Code Section 8355(a); and

WHEREAS, the disposition of the ROW Property by COUNTY and the grant of Easement to COUNTY by BUYER were determined to be in conformity with the COUNTY'S Comprehensive Plan in accordance with Government Code Section 65402(a) at the County of Santa Barbara Planning Commission hearing of January 11, 2017; and

WHEREAS, in accordance with Section 8340(c) of the California Streets and Highways Code, the COUNTY is required to reserve and except from the vacation of the Portion any easement and right necessary to maintain, operate, replace, remove, or renew any in-place public utility facilities that are in use; and

WHEREAS, Summerland Sanitary District, Montecito Water District, Southern California Edison Company, Southern California Gas Company, Cox Communications Company, and Frontier Communications Company have in-place and in-use public utilities in the Portion, easements for which shall be reserved and excepted from the vacation of the Portion in the COUNTY'S proposed "Summary Order to Vacate" the Portion (to be recorded at close of escrow); and

WHEREAS, BUYER and COUNTY agree to transfer ownership of the ROW Property from COUNTY to BUYER, and BUYER agrees to grant the Easement to COUNTY, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that COUNTY shall remise, release, and convey to BUYER and BUYER shall accept all right, title, and interest in and to the ROW Property subject to the following terms and conditions:

1. **SALE AND PURCHASE PRICE:** Subject to the terms and conditions contained in this Contract, BUYER agrees to purchase from COUNTY, and COUNTY agrees to sell to BUYER, fee ownership of the ROW Property, subject to the following:

a. The total purchase price for the ROW Property shall be THIRTY-FIVE THOUSAND and 00/100 DOLLARS (\$35,000.00).

b. Upon final execution by COUNTY, COUNTY shall return a duplicate original of this Contract to BUYER, and shall open escrow pursuant to Section 2 hereof, and shall deliver to the escrow holder a copy of this Contract.

2. **ESCROW AND BUYER/COUNTY OBLIGATIONS:**

(a) Within five (5) business days following the execution of this Contract by COUNTY, COUNTY shall open escrow at Chicago Title Company, 1225 Coast Village Road, Suite E, Montecito, California, ("Escrow Holder"), with escrow instructions to be based upon terms and conditions set forth herein, and COUNTY shall deliver a copy of this Contract to the Escrow Holder. This Contract shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. In case of

conflict between this Contract and any related escrow documents, the terms of this Contract shall govern.

(b) On behalf of COUNTY, the Director of the County of Santa Barbara Department of General Services, or designee, may execute the necessary escrow instructions and/or additional documents which may be required to complete the closing of this real property transaction.

(c) The Close of Escrow shall be on or before the date sixty (60) days following execution of the Contract by the County Board of Supervisors, (the "Closing Date"), or such other date as the parties hereto shall mutually agree in writing. The "Close of Escrow" is defined as:

- (i) the satisfaction or waiver of all conditions herein stated;
- (ii) the recordation of an Easement Deed vesting title to the Easement in the COUNTY;
- (iii) the recordation of an Order to Vacate and a Quitclaim Deed vesting title to the ROW Property in the BUYER; and
- (iv) the recordation of a Voluntary Merger merging the ROW Property with the BUYER'S Property.

(d) Within five (5) business days of the opening of escrow, BUYER will execute, acknowledge, and deliver to Escrow Holder an Easement Deed for the Easement in substantially the form shown in Exhibit "E", attached hereto and incorporated herein by reference. Escrow Holder shall issue a certified copy of such Easement Deed to COUNTY for acceptance by COUNTY.

(e) Prior to the close of escrow, COUNTY shall deliver to Escrow Holder an Order to Vacate for the ROW Property.

(f) Prior to the close of escrow, COUNTY shall execute and deliver a Quitclaim Deed for the ROW Property in substantially the form shown in Exhibit "F", attached hereto and incorporated herein by reference.

(g) BUYER shall promptly begin the process of obtaining from the County Surveyor's Office a Voluntary Merger which merges the ROW Property with the BUYER'S Property. COUNTY shall have no liability in the event BUYER is unable to obtain said Voluntary Merger approval.

(h) Prior to the close of escrow, BUYER shall contact the County of Santa Barbara Surveyor's Office and request its staff to coordinate with the Escrow Officer so that the BUYER'S Easement Deed for the Easement, the COUNTY'S Order to Vacate for the ROW Property, the COUNTY'S Quitclaim Deed for the ROW Property, and the BUYER'S Voluntary Merger are all recorded concurrently in that order.

(i) Prior to the close of escrow, BUYER shall deposit with the Escrow Holder the purchase price plus costs of prorations, fees, and expenses pursuant to this Contract.

3. **ESCROW HOLDER OBLIGATIONS:** The Escrow Holder shall be obligated as

follows:

- (a) To provide a current preliminary title report covering the BUYER'S Property to COUNTY and BUYER;
- (b) To issue a certified copy of the Easement Deed for the Easement to COUNTY for acceptance by COUNTY;
- (c) To coordinate with the County Surveyor's Office for the recordation of the Voluntary Merger for the merger of the ROW Property with the BUYER'S Property;
- (d) To record the following documents in the following order upon close of escrow:
 - (i) Easement Deed for the Easement;
 - (ii) Order to Vacate for the ROW Property;
 - (iii) Quitclaim Deed for the ROW Property;
 - (iv) Voluntary Merger for the merger of the ROW Property with the BUYER'S Property.
- (e) To issue or have issued to BUYER a policy of title insurance if required by BUYER;
- (f) To issue or have issued to COUNTY a Standard California Land Title policy of title insurance for the Easement;
- (g) To deliver the purchase money, and other funds if applicable, to COUNTY at the close of escrow;
- (h) Provide BUYER and COUNTY with final closing statements with certification by the Escrow Holder.

4. **ESCROW FEES:** Escrow, title and other fees shall be paid as follows:

- (a) BUYER shall pay any County Documentary Transfer Tax ("Transfer Tax").
- (b) Any policy of title insurance covering the BUYER'S Property shall be paid for by BUYER, including any costs related to the preliminary title report required by Section 3(a).
- (c) BUYER shall pay for COUNTY'S Standard California Land Title policy of title insurance for the Easement.
- (d) BUYER shall pay the Escrow Holder's fee.

5. **CONDITIONS PRECEDENT:** The following are conditions precedent to the Close of Escrow:

(a) Approval of the abandonment of the ROW Property may require the prior posting and publication of notices to the public, and will require final approval by the COUNTY Board of Supervisors. Approval of the abandonment of the ROW Property by the COUNTY Board of Supervisors is an express condition precedent to the COUNTY'S duty to sell the ROW Property.

(b) Completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction.

In the event either of these conditions precedent are not satisfied, COUNTY may terminate this Contract with no further liability.

6. **COMMISSION**: It is understood that any commission paid to any agent or broker representing BUYER in this transaction shall be paid by BUYER.

7. **PROPERTY "AS IS WITH ALL FAULTS"**: BUYER SPECIFICALLY ACKNOWLEDGES THAT COUNTY IS SELLING AND BUYER IS PURCHASING THE ROW PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, FROM COUNTY, ITS EMPLOYEES, AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE ROW PROPERTY, INCLUDING WITHOUT LIMITATIONS: its physical condition, including the structural elements of any improvements; the quality of any labor or materials used in any improvements; its geology; the development potential of the ROW Property and its use, habitability, merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the ROW Property or the neighboring property; the condition of title to the ROW Property; any leases, service contracts, or other agreements affecting the ROW Property; and the economics of the use of the ROW Property.



BUYER'S Initials

8. **TITLE WARRANTIES OR REPRESENTATIONS**: COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH REGARD TO THE CONDITIONS OF TITLE TO THE ROW PROPERTY.

9. **INDEMNIFICATION/RELEASE**: BUYER shall defend, indemnify, save and hold harmless COUNTY, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorneys' fees) and causes of action of all kinds with regard to contamination by harmful, hazardous, and/or toxic materials released upon the ROW Property by BUYER or by any third party under BUYER'S control.

BUYER shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the BUYER or its agents or employees or other independent contractors directly responsible to it, except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

BUYER hereby waives its right to recover from COUNTY and forever releases and discharges COUNTY from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitations, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the ROW Property or any law or regulation applicable thereto.

In connection with this release, BUYER expressly waives the benefits of Section 1542 of the California Civil Code, which provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

10. **TERMINATION:** COUNTY shall have the right to terminate this Contract at any time prior to the close of escrow. BUYER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten (10) days written notice, or as otherwise provided herein.

11. **COMPLIANCE WITH THE LAW:** This Contract shall be governed by and be construed according to the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court. BUYER shall be required to obtain any and all encroachment, building, and land use permits and/or licenses which may be required in connection with the purchase or intended use of the Property.

12. **WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

13. **NOTICES:** All notice, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, BUYER may also provide notices, documents, correspondence or such other communications to COUNTY by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon actual receipt.

IF TO COUNTY: Don Grady, Real Property Manager
General Service Department
County of Santa Barbara
1105 Santa Barbara Street
Santa Barbara, CA 93101
Facsimile: (805) 568-3249

With a copy to: Scott Greenwood, County Counsel
County of Santa Barbara
105 East Anapamu Street, Room 201
Santa Barbara, CA 93101
Facsimile: (805) 568-2982

IF TO BUYER: Ron and Stacy Pulice
 296 Las Entradas Drive
 Santa Barbara, CA 93108
 Facsimile: 805-969-3304

IF TO ESCROW HOLDER: Chicago Title Insurance Company
 Attn: Anna Ortiz-Wines
 1225 Coast Village Road, Suite E
 Montecito, CA 93108
 Facsimile: (805) 565-6905

14. **SUCCESSORS AND ASSIGNS:** Subject to the restrictions against the sale, assignment, or other transfer above, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. The foregoing notwithstanding, BUYER shall not assign any of its interests under this Contract to any other party without the prior written consent of COUNTY, which shall not be unreasonably withheld.

15. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

16. **CONSTRUCTION:** The parties have negotiated the terms of this Contract. They have consulted an attorney when they felt the need. The terms of this Contract reflect the negotiations and the intentions of both parties. The terms and conditions contained herein shall be interpreted with regard to each party equally.

17. **ENTIRE CONTRACT:** This Contract contains the entire agreement between the parties relating to the agreement to purchase and sell the ROW Property described herein and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether expressed or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for said ROW Property and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

18. **AUTHORITY OF PARTIES:** All persons executing this Contract on behalf of any party to this Contract warrant that they have the authority to execute this Contract on behalf of that party.

[END]

Project: Hollister Street-Lillie Avenue
Road Vacation
A.P.N.: 005-182-001
Folio: 003775
Agent: JJS

IN WITNESS WHEREOF, COUNTY and Buyer have executed this Real Property Sale Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

COUNTY:
COUNTY OF SANTA BARBARA
a political subdivision of the State of California

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

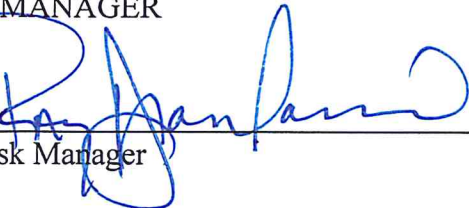
APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER


By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

REAL PROPERTY APPROVAL:
DON GRADY, ESQ.
REAL PROPERTY MANAGER

By: 
Risk Manager

By: 
Real Property Manager

BUYER:

HOLLISTER LILLIE, LLC, a Delaware limited liability company

By: 

William R. Pulice

Printed Name

Manager

Printed Title

Date: 7/6/17

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder, in the performance of its duties as Escrow Holder, hereby agrees to:

- A. Accept the foregoing Contract;
- B. Act as the Escrow Holder under the Contract for the fees herein described;
- C. Be bound by the Contract.

However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the Contract, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under any amendment to the Contract unless and until the amendment is accepted by the undersigned in writing.

July 6, 2017

CHICAGO TITLE COMPANY

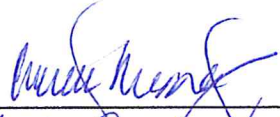
By: 
ANNA ORTIZ VINALES, ESCROW OFFICER
Print Name and Title

EXHIBIT A

LEGAL DESCRIPTION OF STREET ABANDONMENT AREA

THOSE PORTION OF LILLIE AVENUE AND HOLLISTER STREET, ADJOINING LOTS 33, 49, 50, 51 AND 52 IN BLOCK 27 OF THE TOWN OF SUMMERLAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN RACK 1, MAP No. 2 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 49;

1. THENCE ALONG THE NORTHLY LINE OF SAID LILLIE AVENUE BEING THE SOUTHERLY LINE OF SAID LOTS 49 THROUGH 52, S 63°16'09" E 99.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 52;
2. THENCE S 26°46'30" W 8.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1706.13 FEET, A RADIAL LINE TO SAID CURVE BEARS N 16°07'48" E;
3. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°37'13", AN ARC DISTANCE OF 107.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID CURVE BEARS N 89°25'06"W;
4. THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°09'52" AN ARC DISTANCE OF 8.09 FEET;
5. THENCE N 23°44'46" E 25.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3.50 FEET;
6. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°47'21" AN ARC DISTANCE OF 3.10 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 11.50 FEET;
7. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°54'55" AN ARC DISTANCE OF 10.02 FEET;
8. THENCE N 24°37'12" E 50.74 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2.00 FEET;
9. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°09'02" AN ARC DISTANCE OF 2.03 FEET;
10. THENCE N 82°46'14" E 2.59 FEET;
11. THENCE N 26°26'34" E 25.92 FEET;
12. THENCE N 24°42'35" W 2.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3.50 FEET;
13. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°34'59" AN ARC DISTANCE OF 4.31 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.50 FEET;
14. THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 31°21'14" AN ARC DISTANCE OF 11.22 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 33;
15. THENCE S 26°47'34" W 107.73 FEET TO THE SOUTHWEST CORNER OF SAID LOT 49 AND THE POINT OF BEGINNING.

CONTAINING 2,590 SQUARE FEET MORE OR LESS.

###

A sketch of the abandonment area herein described is depicted on Exhibit B attached herewith and made a part hereof.

Prepared by: L. Paul Cook, PLS 4285

L. P. Cook and Company, Inc.



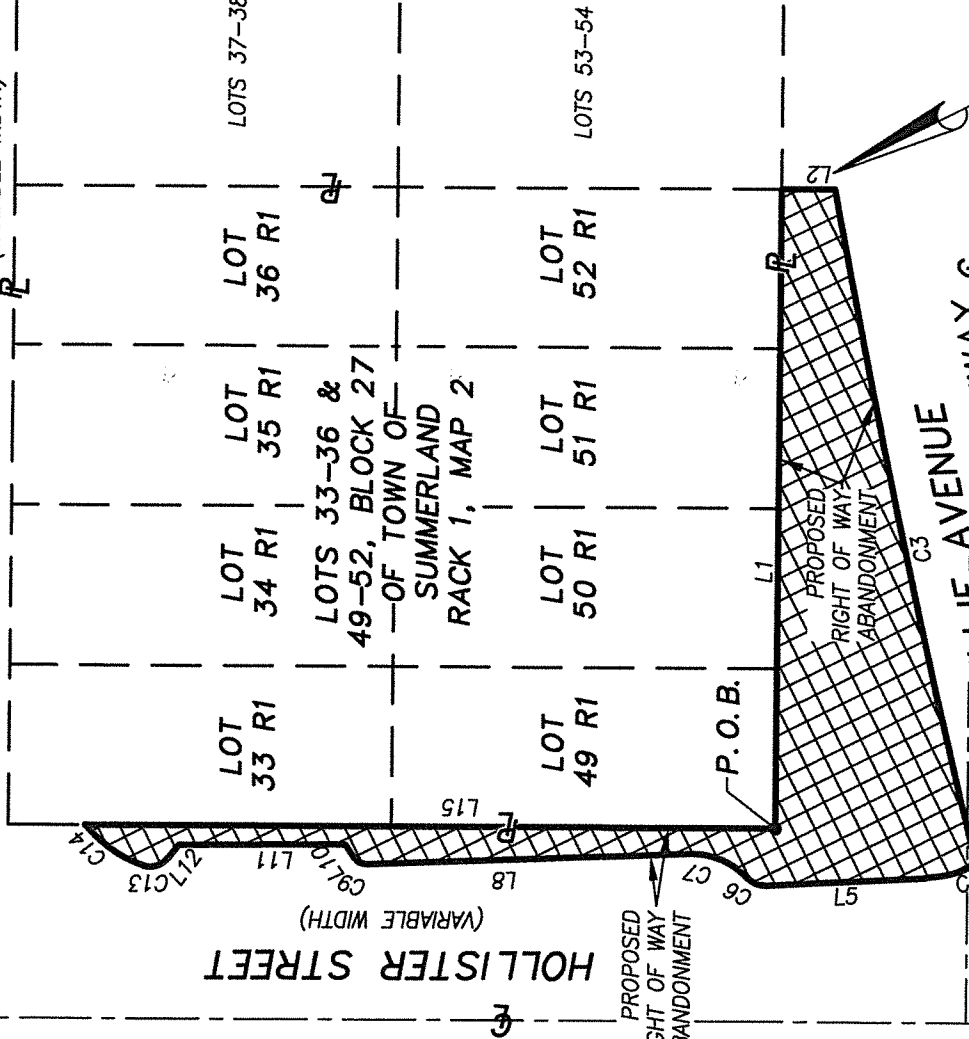
A handwritten signature in black ink, appearing to read "L. Paul Cook", written over the right side of the professional seal.

Job No. 1989.00H

July 5, 2017

EXHIBIT B

VARLEY STREET
(VARIABLE WIDTH)



COURSE	BEARING/DISTANCE OR RADIUS/ARC LENGTH/DELTA ANGLE
L1	S 63°16'09" E 99.74
L2	S 26°46'30" W 8.26
C3	R=1706.13 A=107.80 D=03°37'13"
	RIB=N 16°07'48" E ROB=N 12°30'35" E
C4	R=20.00 A=8.09 D=23°09'52"
	RIB=N 89°25'06" W ROB=N 66°15'14" W
L5	N 23°44'46" E 25.19
C6	R=3.50 A=3.10 D=50°47'21"
	RIB=S 66°15'14" E ROB=S 15°27'53" E
C7	R=11.50 A=10.02 D=49°54'55"
	RIB=N 15°27'53" W ROB=N 65°22'48" W
L8	N 24°37'12" E 50.74
C9	R=2.00 A=2.03 D=58°09'02"
	RIB=S 65°22'48" E ROB=S 07°13'46" E
L10	N 82°46'14" E 2.59
L11	N 26°26'34" E 25.92
L12	N 24°42'35" W 2.76
C13	R=3.50 A=4.31 D=70°34'59"
	RIB=N 65°17'25" E ROB=S 44°07'36" E
C14	R=20.50 A=11.22 D=31°21'14"
	RIB=S 44°07'36" E ROB=S 12°46'22" E
L15	S 26°47'34" W 107.73

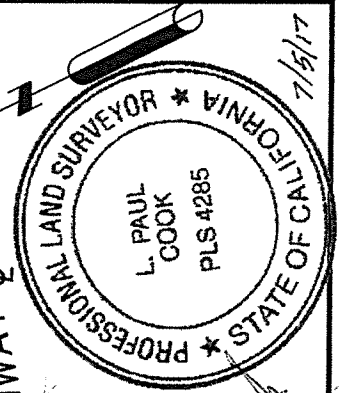
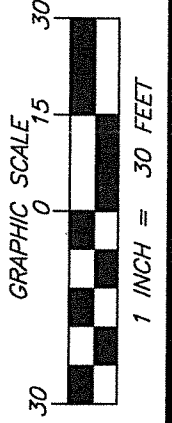
CURVE ABBREVIATIONS C=CURVE; R=RADIUS; A=ARC LENGTH;
D=DELTA ANGLE; RIB=RADIAL IN BEARING
ROB=RADIAL OUT BEARING
EASEMENT CONTAINS 2,590 SF MORE OR LESS

PREPARED BY:

L.P. COOK & COMPANY, Inc.

Land Surveying
Mapping & Digital Graphics
831 State Street, Suite 202, Santa Barbara,
CA 93101-3227
(805) 966-5105

SHEET NO.: 1 OF 1
DRAWN BY: PHD
CHECKED BY: LPC
DATE: 6/12/17
JOB NO.: 1989.01H



LEGEND:
 ... PROPOSED RIGHT OF WAY ABANDONMENT
 P.O.B. POINT OF BEGINNING
 L# LINE NUMBER
 C# CURVE NUMBER
 R1 BLOCK 27 TOWN OF SUMMERLAND
 RACK 1, MAP 2

30'

LEGAL DESCRIPTION OF ROAD RIGHT OF WAY EASEMENT DEDICATION

THAT PORTION OF LOTS 33, 34, 35 IN BLOCK 27 OF THE TOWN OF SUMMERLAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP RECORDED IN RACK 1, MAP No. 2 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTH CORNER OF SAID LOT 33;

1. THENCE ALONG THE SOUTHERLY LINE OF VARLEY STREET ALSO BEING THE NORTHERLY LINE OF SAID LOTS 33 THROUGH 35, S 63°15'58" E 64.33 FEET;
2. THENCE N 67°05'49" W 52.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 24.50 FEET;
3. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°36'38", AN ARC DISTANCE OF 12.23 FEET TO THE WESTERLY LINE OF SAID LOT 33 ALSO BEING THE EASTERLY LINE OF HOLLISTER STREET;
4. THENCE N 26°47'34" E ALONG THE WESTERLY LINE OF SAID LOT 33 AND THE EASTERLY LINE OF HOLLISTER STREET, 7.31 FEET TO THE POINT OF BEGINNING

CONTAINING 150 SQUARE FEET MORE OR LESS.

###

A sketch for the easement herein described is depicted on Exhibit B attached herewith and made a part hereof.

Prepared by: L. Paul Cook, PLS 4285

L. P. Cook and Company, Inc.



A handwritten signature in black ink, appearing to read "L. Paul Cook", written over the bottom right portion of the seal.

Job No. 1989.00H

July 5, 2017

EXHIBIT C

EXHIBIT D

30'

ROAD RIGHT OF WAY EASEMENT DEDICATION

VARLEY STREET
(VARIABLE WIDTH)

P.O.B.



HOLLISTER STREET
(VARIABLE WIDTH)

LOT 33 R1

LOT 34 R1

LOT 35 R1

LOT 36 R1

LOTS 33-36 & 49-52, BLOCK 27
-OF TOWN OF SUMMERLAND
RACK 1, MAP 2

LOT 49 R1

LOT 50 R1

LOT 51 R1

LOT 52 R1

LILLIE AVENUE

OLD COAST HIGHWAY
(VARIABLE WIDTH)

... PROPOSED ROAD RIGHT OF WAY EASEMENT DEDICATION

LEGEND:



P.O.B. POINT OF BEGINNING

L# LINE NUMBER

C# CURVE NUMBER

R1 BLOCK 27 TOWN OF SUMMERLAND

RACK 1, MAP 2

15'

7/5/17

LOTS 37-38 R1

COURSE BEARING/DISTANCE OR RADIUS/ARC LENGTH/DELTA ANGLE

L1 S 63°15'58" E 64.33

L2 N 67°05'49" W 52.95

C3 R=24.50 L=12.23 D=28°36'38"

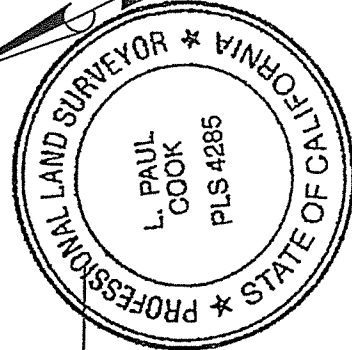
L4 RIB=S 22°54'11" W ROB=S 05°42'27" E

L4 N 26°47'34" E 7.31

CURVE ABBREVIATIONS C=CURVE; R=RADIUS; L=ARC LENGTH;
D=DELTA ANGLE; RIB=RADIAL IN BEARING
ROB=RADIAL OUT BEARING

EASEMENT CONTAINS 150 SF MORE OR LESS

LOTS 53-54 R1



PREPARED BY:

L.P. COOK & COMPANY, Inc.

Land Surveying
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831 State Street, Suite 202, Santa Barbara,
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(805) 966-5105



SHEET NO.: 1 OF 1
DRAWN BY: PHD
CHECKED BY: LPC
DATE: 6/12/17
JOB NO.: 1989.01H

Recorded at request by
and to be returned to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: portions of 005-182-001
County Real Property File # 003775

EASEMENT DEED FOR ROADWAY
(PERMANENT EASEMENT)

HOLLISTER LILLIE, LLC, a Delaware limited liability company, owner of all that property in the unincorporated area of the County of Santa Barbara, State of California, commonly known as 120 Hollister Street, Summerland, California, and also currently identified as Santa Barbara County Assessor's Parcel Number 005-182-001 (the "Property"), as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors and assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of sidewalk, roadway, and public utility improvements, and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto (collectively hereinafter the "Easement"), as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the Easement, together with the necessary rights of ingress and egress to the Easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Exhibit "A" and shown on Exhibit "B", which are attached hereto and incorporated herein by this reference.

GRANTOR and its successors in interest retain the right to use the Easement except that within the Easement, no permanent surface improvements, fences, trees, shrubs, vines, vegetation, or permanent encroachments of any kind can be erected or other use made which would interfere with the rights granted herein.

GRANTEE shall have the right to clear or keep clear from the Easement all buildings, structures, and facilities that may interfere with the use of the Easement at the expense of the party or parties responsible for the installation of same. GRANTEE, its successors, assigns, contractors,

and employees shall have the right, but not the obligation, to maintain, trim and cut trees, shrubs, vines, vegetation and roots, if any, as may endanger or interfere with the operation or use of the public facilities within and above the Easement, provided however that GRANTEE shall make the least injury and damage to the surface of the ground and vegetation as is reasonably practical and restore the surface of the ground and vegetation to as near the same condition as it was prior to the above referenced work as is practicable.

GRANTOR shall not disturb or damage GRANTEE'S facilities in the Easement. In the event said facilities are disturbed or damaged by GRANTOR, its successors, assigns, designees, employees, or contractors, then GRANTOR shall immediately contact GRANTEE. At GRANTEE'S sole discretion and option, GRANTOR shall immediately repair or replace said damaged facilities to GRANTEE'S satisfaction at GRANTOR'S sole cost and expense, or GRANTEE may elect to perform such repair or replacement at GRANTOR'S sole cost and expense.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the area of land encumbered by the Easement, including harmful, hazardous and/or toxic materials, if any. This indemnity shall not apply to any contamination which may occur on the Easement as a result of the operations of GRANTEE subsequent to the effective date of this Easement. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law.

GRANTOR does hereby certify that it is the sole owner of the Property, and warrants that the undersigned is authorized to sign on behalf of the GRANTOR, and that no additional signatures are required to grant the interest described herein.

"GRANTOR"

HOLLISTER LILLIE, LLC, a Delaware limited liability company

By: _____

Printed Name

Printed Title

Date: _____

ACKNOWLEDGMENT

A notary 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 _____, before me, _____,
(Name of Notary)

a Notary Public, 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)

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED FOR ROADWAY dated _____, from HOLLISTER LILLIE, LLC, a Delaware limited liability company, 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 _____, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, _____.

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy

Recorded at request of
and when recorded mail to:
COUNTY OF SANTA BARBARA
General Services Department
Real Property Division
WILL CALL
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA 93101

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS
Document entitled to free recordation
Pursuant to Government Code Section 6103

No fee pursuant to
Government Code §6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: road property abutting 005-182-001
County Real Property File # 003775

QUITCLAIM DEED

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as Grantor herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIM TO

HOLLISTER LILLIE, LLC, a Delaware limited liability company, as Grantee herein,

All right, title, and interest to that road right-of-way property in the County of Santa Barbara, State of California, legally described on Exhibit "A" and shown on the map depiction on Exhibit "B" attached hereto and incorporated herein by this reference. Said road right-of-way property is referred to hereinafter as the "ROW Property".

Grantee specifically acknowledges that Grantor has transferred and Grantee has accepted the ROW Property on an "AS IS WITH ALL FAULTS" basis and that Grantee did not rely on any representations or warranties of any kind whatsoever, express or implied, from Grantor, its employees, agents, or brokers as to any matters concerning the ROW Property, including without limitations: its physical condition, including the structural elements of any improvements; the quality of labor or materials used in any improvements; its geology; the development potential of the ROW Property and its use, habitability, merchantability, or fitness for a particular purpose; its zoning or other legal status; its compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the ROW Property or the neighboring properties;

the conditions of title to the ROW Property; leases, service contracts, or other agreements affecting the ROW Property; and the economics of the use of the ROW Property.

This quitclaim deed results from the sale of excess public right-of-way adjacent to Grantee's property commonly known as 120 Hollister Street, Summerland, California (and also currently identified as Santa Barbara County Assessor's Parcel Number 005-182-001) and is not intended to create a separate legal parcel within the meaning of the California Civil Code Section 1093 nor a separate unit of real property within the California Subdivision Map Act. The intent of this Quitclaim Deed is to facilitate a merger of the ROW Property with and form a single legal parcel or unit with APN 005-182-001.

The ROW Property quitclaimed herein is the subject of a **REAL PROPERTY SALE CONTRACT AND ESCROW INSTRUCTIONS** executed by the Santa Barbara County Board of Supervisors on _____ and an **ORDER TO VACATE** adopted by the Santa Barbara County Board of Supervisors on _____ as Resolution No. _____.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the ____ day of _____, 2017.

COUNTY OF SANTA BARBARA

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

