

COURT HOUSE

# COUNTY OF SANTA BARBARA CALIFORNIA

## ZONING ADMINISTRATOR

COUNTY ENGINEERING BUILDING  
123 E. ANAPAMU STREET  
SANTA BARBARA, CALIFORNIA 93101-2058  
PHONE: (805) 568-2000

June 9, 2011

Justin Height  
Penfield & Smith  
210 E. Enos Drive, Suite A  
Santa Maria, CA 93454

ZONING ADMINISTRATOR  
HEARING OF JUNE 6, 2011

***RE: JET Conditional Certificate of Compliance, 09COC-00000-00004***

Hearing on the request of Justin P. Height, PLS, Penfield & Smith to consider Case No. 09COC-00000-00004, [application filed on December 4, 2009] for approval of a Conditional Certificate of Compliance to legalize the creation of 136 acres gross/net parcel in compliance with Section 66499.35 of the State Subdivision Map Act, in an area zoned AG-I-40 under the Santa Barbara County Land Use and Development Code, and to determine the project is exempt pursuant to Section 15061(b)(3) of the State Guidelines for Implementation of the California Environmental Quality Act. The property is identified as portion of 131-090-076, and -078, located approximately ½ mile southeast of the intersection of Tepusquet Road and an existing unnamed jeep road, in the Tepusquet area, Fifth Supervisorial District.

Dear Mr. Height:

At the regular hearing of the Santa Barbara County Zoning Administrator on June 6, 2011, Case No. 09COC-00000-00004 marked "Officially Accepted, County of Santa Barbara June 6, 2011, Zoning Administrator Attachment D" was conditionally approved, based upon the project's consistency with the Comprehensive Plan and based on the ability to make the required findings. The Zoning Administrator also took the following action:

1. Made the required findings for the project as specified in Attachment A of the staff report dated May 20, 2011, including CEQA findings;
2. Determined the project is exempt pursuant to Section 15061(b)(3) of CEQA, included as Attachment B of the staff report dated May 20, 2011; and
3. Approved the project subject to the Conditions of Approval in Attachment C of the staff report dated May 20, 2011 and as amended at the Zoning Administrator Hearing of June 6, 2011.

### REVISIONS TO THE CONDITIONS OF APPROVAL

*Condition 2, Specific Condition, language is amended:*

**ATTACHMENT A:  
Zoning Administrator Action Letter**

2. **Special Condition:** Prior to any future development on the proposed project site, the applicant shall complete a voluntary merger or lawful subdivision of the entire property of Assessor Parcel Numbers portion of 131-090-076, and -078 with Assessor Parcel Numbers: 131-090-076 (portion of), -078 (portion of), -080, -081, -082, and -083 approved under this Conditional Certificate of Compliance dated June 6, 2011. Recorded documentation shall be submitted verifying completion of the voluntary merger or lawful subdivision of the entire property.

*Condition 6, Other Dept. Conditions, language is amended*

6. **Rules-29 Other Dept Conditions.** Prior to future development ~~Compliance with the~~ Departmental/Division letters ~~required as~~ shall be required follows:
- Fire Department letter dated March 31, 2010;
  - Environmental Health Services letter dated December 21, 2009.

*The Findings and the Conditions of Approval reflect the action of the Zoning Administrator and are included in this letter as Attachment A and Attachment C.*

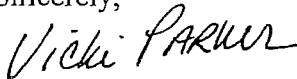
The action of the Zoning Administrator to approve or to conditionally approve the Certificate of Compliance may be appealed to the Board of Supervisors by the applicant or any interested person adversely affected by such decision within the 10 calendar days following the date of action by the Zoning Administrator.

An appeal, which shall be in writing, and accompanying fee of \$643.00 shall be filed with the Clerk of the Board of Supervisors located at 105 East Anapamu Street, Room 407, Santa Barbara, prior to expiration of the appeal period specified above.

If this action is appealed, a public hearing must be set within 30 days of the filing of the appeal unless the applicant submits in writing a waiver consenting to a time extension pursuant to Government Code Section 66452.5(d).

A protest of mitigation fees imposed may be filed pursuant to Government Code Section 66020(a). The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions to be imposed on a development project. The Applicant is hereby notified that the 90-day approval period in which the Applicant may protest has begun.

Sincerely,



VICKI PARKER  
Zoning Administrator

xc: Case File:09COC-00000-00004  
Hearing Support Zoning Administrator File  
Petra Leyva  
Owner: Glen Nelson, JET Investments Trust, 874 Via Esmeralda, Santa Maria, CA 93455  
Christopher Clark, Attorney at Law, 1103 East Clark Avenue, Suite F1-8, Santa Maria, CA 93455  
Kevin Ready, Deputy County Counsel  
County Surveyor's Office  
Supervisor: Steve Lavagnino, Fifth District Supervisor  
Planner: Florence Trotter-Cadena

**Attachments:**            **Attachment A – Findings**  
                                 **Attachment C – Conditions of Approval**

VP:sf

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## ATTACHMENT A: FINDINGS OF APPROVAL

### **1.0 CEQA FINDINGS**

- 1.1 Adopt the findings that the project is exempt from CEQA pursuant to Guidelines Section 15061, General Exemption. This section states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The validation of the existing, illegally created lot requires merger with five surrounding illegally created lots, ensuring that the project will not create any significant environmental impacts, public health or safety hazards and would not have a significant impact on the resources or services within this area, such as water, sanitary services, surrounding roadways and intersections, schools, and existing agricultural uses. Any future development on the proposed site would be subject to additional environmental review to address increased traffic, overuse of public facilities, archaeological issues and biological issues, etc.

### **2.0 ADMINISTRATIVE FINDINGS**

- 2.1 Pursuant to Government Code §66499.35(b), the parcel has been found to have been created without the necessary County approval in the early 1970's.

The recordation of this deed effectuated the project site as an illegal parcel (AP Nos. portion of 131-090-076, and -078). Since the applicant was the owner as of 1978 and subsequently further illegally divided the property, the County may apply current regulations per the Subdivision Map Act 66499.35(b). Therefore, conditions of approval consistent with the current subdivision and zoning standards may be placed on this Conditional Certificate of Compliance to ensure protection of public health, safety, and welfare and to ensure that any future development would be consistent with the County Zoning Ordinance and Comprehensive Plan (as described in Section 6 of this staff report).

**ATTACHMENT C: CONDITIONS OF APPROVAL**

**09COC-00000-00004**

1. **Proj Des-01 Project Description.** This Conditional Certificate of Compliance is based upon and limited to compliance with the project description, the hearing exhibits marked A-D, dated June 6, 2011, and all conditions of approval set forth below, including mitigation measures and specified plans and agreements included by reference, as well as all applicable County rules and regulations. The project description is as follows:

The project description is as follows:

**A Conditional Certificate of Compliance to legalize the creation of a 136 acres gross/net parcel in compliance with Section 66499.35 of the State Subdivision Map Act, in an area zoned AG-I-40 under the Santa Barbara County Land Use and Development Code. No development exists on this parcel, but future development would be permitted after this validation upon completion of a voluntary merger with parcels 131-090-076, -078, -080, -081, -082, and -083. However, any future development would have to comply with current County standards including but not limited to those pertaining to water and sanitary services. The Conditional Certificate of Compliance would validate the parcel for purposes of sale, lease or finance, future development, and would create one legal lot.**

Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

2. **Special Condition:** Prior to any future development on the proposed project site, the applicant shall complete a voluntary merger or lawful subdivision of the entire property of Assessor Parcel Numbers portion of 131-090-076, and -078 with Assessor Parcel Numbers: 131-090-076 (portion of), -078 (portion of), -080, -081, -082, and -083 approved under this Conditional Certificate of Compliance dated June 6, 2011. Recorded documentation shall be submitted verifying completion of the voluntary merger or lawful subdivision of the entire property.
3. **CulRes-09 Stop Work at Encounter.** The Applicant and/or their agents, representatives or contractors shall stop or redirect work immediately in the event archaeological remains are encountered during grading, construction, landscaping or other construction-related activity. The Applicant shall retain a P&D approved archaeologist and Native American representative to evaluate the significance of the find in compliance with the provisions of Phase 2 investigations of the County Archaeological Guidelines and funded by the Applicant.

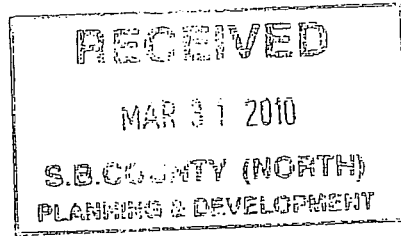
**PLAN REQUIREMENTS:** This condition shall be printed on all building and grading plans.

4. **Map-01 Maps-Info.** Prior to recordation of the Conditional Certificate of Compliance and subject to P&D approval as to form and content, the Applicant shall include all of the mitigation measures, conditions, agreements and specific plans associated with or required by this project approval on a separate informational sheet(s) to be recorded with the parcel map. All applicable conditions and

mitigation measures of the project shall be printed on grading and/or building plans and shall be graphically illustrated where feasible.

5. **Map-11 Electrical Utilities.** Electrical utilities shall be installed underground.
6. **Rules-29 Other Dept Conditions.** Prior to future development compliance with the Departmental/Division letters shall be required:
  - a. Fire Department letter dated March 31, 2010;
  - b. Environmental Health Services letter dated December 21, 2009.
7. **Rules-33 Indemnity and Separation.** The Applicant shall defend, indemnify and hold harmless the County or its agents or officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval of this project. In the event that the County fails promptly to notify the Applicant of any such claim, action or proceeding, or that the County fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no further force or effect.
8. **Rules-34 Legal Challenge.** In the event that any condition imposing a fee, exaction, dedication or other measure is challenged by the project sponsors in an action filed in a court of law or threatened to be filed therein which action is brought in the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the review authority and no approval shall be issued unless substitute feasible conditions/measures are imposed.

# Memorandum



DATE: March 31, 2010

TO: Joyce Gerber  
Planning & Development  
Santa Maria

FROM: Russ Sechler, Inspector  
Fire Department

A handwritten signature in cursive, appearing to read "Russ Sechler".

SUBJECT: APN: 131-090-076, -078, -080, -081, -082, -083 Permit #: 09COC-3, -4, -5, -6, -7, -8  
Site: Tepusquet Road, Santa Maria  
Project Description: Certificate of Compliance

*This Development Memorandum Supersedes the Previous Development Memorandum  
Dated December 31, 2009*

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## DETERMINATION OF APPLICATION INCOMPLETENESS

I have reviewed your project and find that it will require some corrections before it can be approved by the Santa Barbara County Fire Department. The following information must be included with your revised plans:

1. Revised plans must include a complete access plan showing the following:

- All easements both current and proposed from Tepusquet Road to each lot on the site plan. All easements shall be shown and shall be buildable to current fire department standards.
- Width of access
- Percent of slope (including a profile section view)

All plans must be drawn to scale. Refer to Santa Barbara County Fire Department Development Standard #1.

## PLAN STATUS

Please re-submit four sets of corrected site plans. The plans must be clearly marked "CORRECTED". For your convenience, the corrected plans may be resubmitted to the County Fire Department at either of the following locations: 4410 Cathedral Oaks Road, Santa Barbara or 195 W. HWY 246, Suite 102, Buellton.

In addition, the following fire department conditions will be required.

PRIOR TO MAP RECORDATION  
THE FOLLOWING CONDITIONS MUST BE MET  
OR A BOND POSTED WITH SANTA BARBARA COUNTY FIRE DEPARTMENT

2. Plans for all access ways (public or private) shall be approved by the fire department.
- Construction level, engineered roadway plans showing access to all parcels is required.
  - A bond shall be posted with Santa Barbara County Fire Department for completion of all access ways (public or private).
  - Roadway shall have a minimum width of 24 feet and shall terminate in an approved fire department turnaround.

Access ways shall conform to Santa Barbara County Fire Department Development Standard #1.

- Dead-end access exceeding 150 feet shall terminate with a fire department approved turnaround.
- A minimum of 13 feet, 6 inches of vertical clearance shall be provided and maintained for the life of the project for emergency apparatus access.
- Any portion of the access exceeding 10 percent in slope shall be paved.
- Access plans shall require civil engineering design and certification.

These conditions apply to the project as currently described. Future changes, including but not limited to further division, change of occupancy, intensification of use, or increase in hazard classification, may require additional mitigation to comply with applicable development standards in effect at the time of change.

As always, if you have any questions or require further information, please telephone 805-681-5523 or 805-681-5500.

GF:mkb

c Glen Nelson, 864 Via Esmeralda, Santa Maria 93455  
Justin Heigh, PLS, 210 E. Enos Dr, #A, Santa Maria 93454



# PUBLIC Health



DEPARTMENT

## Environmental Health Services

2125 S. Centerpointe Pkwy., #333 • Santa Maria, CA 93455-1340  
805/346-8460 • FAX 805/346-8485

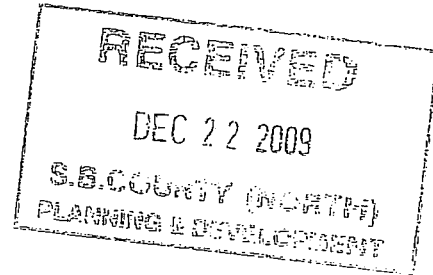
Rick Merrifield / Environmental Health Director

TO: Joyce Gerber, Planner  
Planning & Development Department  
Development Review Division

FROM: Paul Jenzen  
Environmental Health Services

DATE: December 21, 2009

SUBJECT: Case No. 09COC-00000-00003, 4, 5, 6, 7, 8



Santa Maria Area

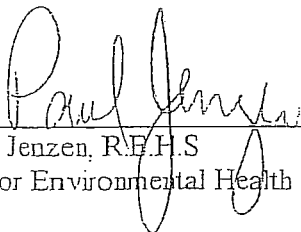
Applicant: Glen Nelson  
864 Via Esmeralda  
Santa Maria, CA. 93455

Property Location: Assessor's Parcel No. 131-090-076, 078, 080, 081, 082, 083, zoned AG-1-40, located south of State Highway 166 and east of Tepusquet Road.

Case No. 09COC-00000-00003 through 09COC-00000-00008 represents a request to legalize six existing lots. No development is proposed as part of this project. Prior to issuance of future building permits, a water system permit and onsite wastewater treatment system permits will be required.

Providing the Planning Commission grants approval of the applicant's request, Environmental Health Services recommends the following be included as Conditions of Approval:

1. Prior to Issuance of a Building Permit, an application for a Water System Permit shall be reviewed and approved by Environmental Health Services in accordance with Santa Barbara County Code Chapter 34B.
2. Prior to Issuance of a Building Permit, an application for a onsite wastewater treatment system shall be reviewed and approved by Environmental Health Services.



Paul Jenzen, R.E.H.S.  
Senior Environmental Health Specialist

cc: Applicant  
Mark Matson, Planning & Development Dept, Building Div., Santa Maria  
Mike Emmons, Surveyors Office  
Kathy Cardiel, Environmental Health Services

APPEAL TO THE BOARD OF SUPERVISORS  
COUNTY OF SANTA BARBARA

Submit to: Clerk of the Board  
County Administration Building  
105 E. Anapamu Sreet, Suite 407  
Santa Barbara, CA 93101

JUN 15 AM 11:50  
COUNTY OF SANTA BARBARA  
CLERK OF THE BOARD

RE: Project Title JET CONDITIONAL CERTIFICATE OF COMPLIANCE

Case Number 09CLC-00000-00004

Tract/ APN Number 131-090-076, -078

Date of action taken by Planning Commission, Zoning Administrator, or Surveyor June 6, 2011

I hereby appeal the approval with condtions of the Planning Commission  
(approval/ approval with conditions/ or denial) (Planning Commission/ Zoning Administrator/ or County Surveyor )

Please state specifically wherein the decision of the Planning Commission, Zoning Administrator, or Surveyor is not in accord with the purposes of the appropriate zoning ordinance (one of either Articles I, II, III, or IV), or wherein it is claimed that there was an error or an abuse of discretion by the Planning Commission, Zoning Administrator, or Surveyor. {References: Article I, 21-71.4; Article II 35-182.3, 2; Article III 25-327.2, 2; Article IV 35-475.3, 2}

Attach additional documentation, or state below the reason(s) for this appeal.

The condition of merger of all of the contiguous parcels prior to development is both contrary to law, and inconsistent with the conditional certificate compliance application intent and purposes. See attached additional documents.

Specific conditions being appealed are:

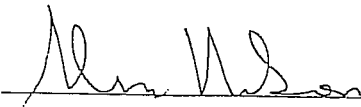
Special Condition 2 of Attachment C, to the staff report and approval condition set at hearing, specifically the requirement of a "voluntary" merger of Assessor Parcel Numbers 131-090-081 (portion of) and all other contiguous parcels owned by JET prior to development.

Name of Appellant (please print): Glen Nelson, Co-Trustee, JET Investment Trust

Address: 874 Via Esmeralda  
(Street, Apt #)  
Santa Maria, CA 93455  
(City/ State/ Zip Code) 805 934 1046  
(Telephone)

Appellant is (check one):  Applicant  Agent for Applicant  Third Party  Agent for Third Party

Fee \$ 643<sup>00</sup> {Fees are set annually by the Board of Supervisors. For current fees or breakdown, contact Planning & Development or Clerk of the Board. Check should be made payable "County of Santa Barbara".}

Signature:  Date: 6/15/11

FOR OFFICE USE ONLY  
11APL-00000-00012  
Nelson Appeal of Jett Condtnl Cert Of  
Compliance-09COC-00004  
No site address, Tepusquet Road  
131-090-076,-078/AG-I-40  
Planner: Florence Trotter-Cadena

ATTACHMENT B:  
Appeal Letter

RECEIVED  
File No. JUN 15 2011  
S.B. COUNTY (NORTH)  
PLANNING & DEVELOPMENT

ATTACHMENT TO APPEAL OF JET TRUST TO  
THE BOARD OF SUPERVISORS  
COUNTY OF SANTA BARBARA

HISTORY OF CURRENT APPLICATION

An Application for Conditional Certificates of Compliance for: APN 131-090-076, 078, 080, 081, 82, 083 (six parcels) was made to the county on February 10, 2009 by the trustees of JET. Since that time JET through its agents, including Justin Height of Penfield & Smith, attorney Chris Clark, and Glen Nelson have had extensive communications with Planning regarding the application and proposed requirements.

After approximately two and a half years the applications came before the Zoning Administrator on June 6, 2011. The Zoning Administrator appropriately ruled that, in accordance with the Staff Report on each parcel, each parcel was qualified to receive a Conditional Certificate of Compliance. The statute regarding the issuance of a conditional certificate of compliance provides,

“that where the applicant was the owner of record at the time of the initial violation of the provisions of this division . . . the local agency may impose any conditions that would be applicable to a current division of the property.

The present action by the Zoning Administrator fails to meet both the letter and the intent of the law regarding the issuance of conditional certificates of compliance because of the acceptance of and inclusion of the recommendation of Planning Staff Report for a “Special Condition” to the certificate of compliance; specifically that “Prior to any future development on the proposed project site, the applicant shall complete a voluntary merger of,” of all six of the parcels.

This condition makes the entire conditional certificate of compliance process a farce. The intent of the Government Code § 66499.35(b) is to create legal parcels which are thereafter subject to specific development criteria; those being the conditions for development that parcel (singular, that is, one individual parcel) would be subject to at the time of the violation which gave rise to the request for the conditional certificate of compliance. In this instance Planning acknowledges that each individual parcel is qualified for a conditional certificate, the correct outcome, and then immediately says that each parcel isn't an individual parcel but must be merged with other contiguous parcels under the same ownership, that is JET.

The code specifically states that the issuance of the conditional certificates can be made conditional only to those conditions that the County could have imposed at the time of the violation or alternatively (depending on how and when the violation occurred) could be imposed currently. In this instance there is a complete lack of evidence in the record of the applicant or in the Staff Reports on the multiple parcels that the County had the right in 1985 to require merger of parcels or has the legal authority to do so now.

The requirement of merger is beyond the pale. It completely abrogates the conditional certificate of compliance purpose and process and violates California merger statutes.

## DEMAND FOR MERGER

The current demand to merge parcels is without statutory or legal right. It is the duty of Planning to issue conditional certificates as a ministerial act as noted above, but not to impose sans-regulatory conditions as is being demanded. The Subdivision Map Act, in Article 1.5 – Merger of Parcels, provides the sole methodologies for the merger of parcels in the state. Gov Code §66451.10(a) states that,

“(a) Notwithstanding Section 66424, except as is otherwise provided for in this article, two or more contiguous parcels . . . , shall not be deemed merged by virtue of the fact that the contiguous parcels or units are held by the same owner, and no further proceeding under the provisions of this division or a local ordinance enacted pursuant thereto shall be required for the purpose of sale, lease, or financing of the contiguous parcels or units, or any of them.” (Emphasis supplied)

This is exactly what the current approval does; it merges “two or more contiguous parcels,” simply because they are contiguous. Consider for a moment, what if the six applications presented for conditional certificates were NOT contiguous. Then and in that event we would look at the Staff Report on each parcel; and the report unequivocally states that the parcel (individual and singular) is rightfully eligible for a conditional certificate. The applications are on an individual, singular basis. Each application paid for individually, with a separate application and fees associated with that application (as are the fees for this appeal). How then, in face of state law, Gov. Code § 66451.10(a), *et. seq.*, can the Zoning Administrator demand merger, when the code clearly states that they (the multiple parcels) can’t be merged based on being contiguous under the same ownership, and the Staff Reports acknowledge that each parcel should rightly have a conditional certificate of compliance issued?

Further, the above cited code section states that, “no further proceeding under the provisions of this division or a local ordinance enacted pursuant thereto shall be required for the purpose of sale, lease, or financing of the contiguous parcels or units, or any of them”( Gov. Code §6454.10(a). The act of requiring merger by way of the conditional certificate of compliance process effectively amounts to creating an additional required action to make the parcels saleable, after the fact rather than before the fact, but the outcome is the same. Planning is attempting to create by the certificate of compliance process what it could not have done in 1985 or currently under the law, require merger of contiguous parcels; a clear violation of the certificate of compliance process of Government Code § 66499.35(b), and Government Code § 66451.10 stating that merger of contiguous parcels isn’t mandatory.

The state statutory scheme for merger of parcels is contained in Government Code sections 66451.10, *et.seq.*, on merger of parcels. The provisions for merger start with the statutory assumption that mere contiguousness does not stand as a reason for merger. Second, the only method available for mandatory merger is outlined in the code. Specifically, Government Code I § 66451.11 provides that merger may be required by a local agency only under specified conditions. The first and controlling condition is that local agencies may do so “by ordinance which conforms to and implements the procedures prescribed by this article.” The County of Santa Barbara

does NOT have a mandatory merger ordinance. Therefore, it cannot impose merger requirements in contradiction to Government Code § 66451.10, or the assumption of non-merger due to common ownership of contiguous parcels. Even if there was an ordinance for mandatory merger all of the conditions of that mandatory merger section, which the local ordinance is mandated to meet, are not met, and thus could not be applied to the JET parcels

The entire philosophy of this merger statutory scheme has been explained in a California Supreme Court Case involving Santa Barbara County; *Morehart v. County of Santa Barbara*, (1994) 7 Cal.4<sup>th</sup> 725. This case explains in detail the purpose and intent of the anti-merger statutory scheme. In *Morehart* the court condemned and overruled an attempt to require merger “at the time of development,” just as is being attempted here. The *Morehart* matter was an attempt under a then existing ordinance apparently aimed specifically at the plaintiff in that case. Here and at this time there is no ordinance. The current issue is just an attempt by Planning to require merger because they think it would be nice; without even the color of the authority of ordinance.

In the *Morehart* case the court stated, with regard to the then existing ordinance, “The obvious purpose of the ordinances is to enforce a local zoning requirement of minimum parcel size *that could not be enforced by means of a merger ordinance* under that section (referring to Gov Code § 66451.11).

In this instance there isn’t even a local ordinance regarding mandatory merger, just an arbitrary effort to obfuscate legitimate process and rights.

In *Morehart* the court went on to conclude that,

“*Section 66451.11* reflects a paramount state concern that statewide uniform standards govern the use of compulsory merger as a means of controlling development. That paramount concern impliedly preempts any merger requirements of local ordinances that fail to comply with the standards of *section 66451.11*, and accordingly preempts the county zoning ordinance provisions in question here. “

If Section 66451.11 “preempts”: a county zoning ordinance that fails to be compliant with statute, it certainly preempts an arbitrary recommendation for a condition on a conditional certificate of compliance. In fact, the state merger sections were passed specifically to eliminate the very act done by Planning; the failure to apply uniform statewide standards to the requirement of merger by the application of arbitrary requirements; that is, the institution of “uniform statewide standards (to) govern local agencies’ use of compulsory parcel merger as a means of enforcing zoning restrictions on development.”(*Morehart v. County of Santa Barbara, op.cit.*).

Without attempting to misstate the record of the Zoning Administrator’s hearing, Deputy County Counsel Kevin Ready made mention that the merger somehow helped to rectify past transfers of parcels (by other than the applicant) and to effectively define the parcel boundaries after a series of such transfers. Such logic is spurious. The application and granting of conditional certificates of compliance is a process, for each individual parcel, which accomplishes this purpose, as admitted in the Staff Report. That’s what the conditional certificate of compliance accomplishes.

it establishes legal parcels as evidenced in the application with appropriate survey work and parcel descriptions having been submitted and ruled valid . . . sufficiently valid to recommend conditional certificates. Again the validity of the individual parcels in the applications, as acknowledged by Planning prior to the demand for merger, is acknowledged has been validated by Planning; which the applicant accepts and even applauds.

It is important to note that the applicant isn't taking the position that no conditions can be placed on the conditional certificates, because ~~the~~ code clearly allows that certain conditions can be placed; being those that could have been placed on the property at the time of the violation or currently, depending on reading of the statute.

In this instance two conditions have been placed on the property which the applicant is not contesting; *i.e.*, the condition required by Public Health pertaining to water and wastewater systems, and the required condition of County Fire regarding access roads. It is presumed by the applicant that both of those conditions could have, and undoubtedly would have been imposed at the time of the creation of the parcels which are the subject of the applications and conditional certificates of compliance. However, there is no law or evidence that merger could have been required of the applicant at the time of violation. Such requirements are prescribed by state statute, as referenced above, and exist pertaining to parcels otherwise eligible for conditional certificates of compliance, as these parcels are.

At the Zoning Administrator's hearing Deputy County Counsel, Mr. Ready, seemed to make light of the applicant's protest that the Staff Report and Zoning Administrator's report and recommendation utilized the term "voluntary" merger as the authority to effect merger at the time of development (although not stated in the Staff Report, presumably the voluntary merger law referred to was the County's voluntary merger ordinance). The applicant does not think that this position is something to be taken lightly; voluntary means "voluntary," . . . it does not mean mandatory, and the County of Santa Barbara does NOT have a mandatory merger ordinance pursuant to Gov. Code § 66451.11. JET is NOT volunteering to merge the parcels, it is being told it must merge the parcels; mandatory by any other word is still mandatory, not voluntary; rather the express statute that states the contiguous parcels are not deemed merged by single ownership does apply (Gov. Code § 66451.10), and the statute that outlines when merger can be required (Gov. Code § 66451.11).does apply.

The current situation is completely analogous to the *Morehart* case where mandatory merger at the time of development was imposed on the plaintiff; the Court in *Morehart* specifically disallowed that procedure absent meeting other statutory requirements. It is also improper here. The Supreme Court, in *Morehart* stated, in conclusion that,

"The statutory context and history, however, indicate that section 66451.11 was intended to prescribe the standards by which local agencies can impose mergers for purposes of development as well, and reflects a paramount state concern for uniformity in those standards We shall conclude, therefore, that although the act does not alter a county's power to prescribe minimum lot sizes in zoning ordinances. the act does impliedly preempt any local zoning ordinance provision that purports to require, as a condition to issuance of a

development permit, a merger of parcels that the county could not compel under section 66451.11. Accordingly, the trial court correctly adjudged the county ordinances to be invalid; and the judgment of the Court of Appeal must be reversed with directions to dismiss the appeal”

The general principles governing state statutory preemption of local land use regulation are well settled. “The Legislature has specified certain minimum standards for local zoning regulations (Gov.Code, § 65850 et seq.)” even though it also “has carefully expressed its intent to retain the maximum degree of local control (see, e.g., *id.*, §§ 65800, 65802).” (*IT Corp. v. Solano County Bd. of Supervisors* (1991) 1 Cal.4th 81, 89, 2 Cal.Rptr.2d 513, 820 P.2d 1023.) “A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations *not in conflict with general laws.*” (Cal. Const., art. XI, § 7, italics added.) “ ‘Local legislation in conflict with general law is void. Conflicts exist if the ordinance duplicates [citations], contradicts [citation], or enters an area fully occupied by general law, either expressly or by legislative implication [citations].’ ” (*Morehart v. County of Santa Barbara*, 7 Cal. 4th 725, 747, 872 P.2d 143, 156 (1994)) (Emphasis supplied).

If “local legislation” in conflict with the general law is void, then certainly sans-statutory requirements (*i.e.* no § 66451.11 conforming ordinance in place) imposed by Planning are also void. The requirement of merger of parcels as a “Special Condition” of the certificate of compliances should be removed from the conditional certificates of compliance issued to JET and thereafter the conditional certificates be issued.



**SANTA BARBARA COUNTY ZONING ADMINISTRATOR  
STAFF REPORT FOR JET CONDITIONAL CERTIFICATE  
OF COMPLIANCE  
May 20, 2011**

**PROJECT:** JET Conditional Certificate of Compliance  
**HEARING DATE:** June 6, 2011  
**STAFF/PHONE:** Florence Trotter-Cadena, 805 934-6253

**GENERAL INFORMATION**

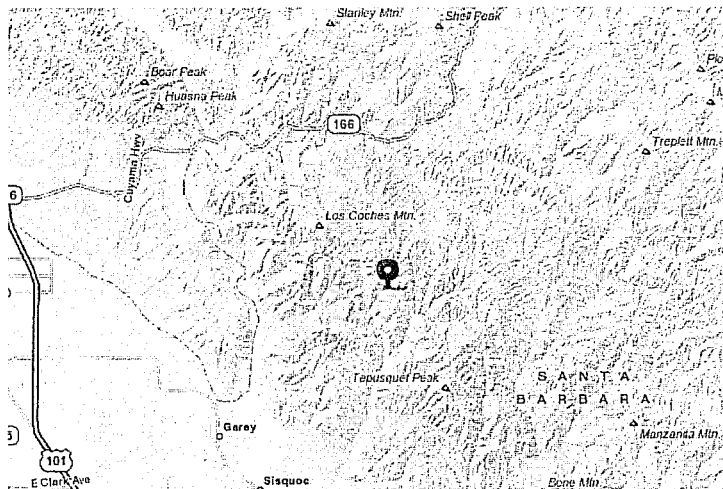
**Case No.** 09COC-00000-00004  
**Assessor's Parcel Number:**  
Portion of 131-090-076, -078

**Owner/Phone:**

Glen Nelson, Co-Trustee  
JET Investment Trust  
874 Via Esmeralda  
Santa Maria 93455  
(805) 934-1046

**Agent/Phone**

Justin P. Height, PLS  
Penfield & Smith  
210 E. Enos Drive, Suite A  
Santa Maria, CA 93454  
(805) 925-2345



**1.0 EXECUTIVE SUMMARY**

The applicant is requesting approval of a Conditional Certificate of Compliance to validate a 136 acres gross/net parcel identified as APNs portion of 131-090-076, and -078 that was illegally: 1) conveyed in November 1971 by Jess Rice; and 2) subdivided on December 9, 1985 (Official Record 1985-065868) by JET Investment Trust, the current owner. The present owner/applicant, JET Investment Trust, purchased the property in 1985.

As a condition of approval for the Conditional Certificate of Compliance (CCoC), the applicant shall be required to merge Assessor Parcel Numbers portion of 131-090-076, and -078, with Assessor Parcel Numbers 131-090-076 (portion of), -078 (portion of) and -080 through -083 prior to any future development on the project site. Five additional CCoC's are being processed simultaneously in identical manner for each of these parcels.

**2.0 REQUEST**

Hearing on the request of Justin P. Height, PLS, Penfield & Smith to consider Case No. 09COC-00000-00004, [application filed on December 4, 2009] for approval of a Conditional Certificate of Compliance to legalize the creation of 136 acres gross/net parcel in compliance with Section 66499.35 of the State Subdivision Map Act, in an area zoned AG-I-40 under the Santa Barbara County Land Use and Development



Code, and to determine the project is exempt pursuant to Section 15061(b)(3) of the State Guidelines for Implementation of the California Environmental Quality Act. The property is identified as portion of 131-090-076, and -078, located approximately ½ mile southeast of the intersection of Tepusquet Road and an existing unnamed jeep road, in the Tepusquet area, Fifth Supervisorial District.

### 3.0 RECOMMENDATION

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Follow the procedures outlined below and conditionally approve Case No. 09COC-00000-00004 marked "Officially Accepted, County of Santa Barbara June 6, 2011 Zoning Administrator Attachment D," based upon the project's consistency with the Comprehensive Plan and the ability to make the required findings.

The Zoning Administrator's action should include the following:

1. Make the required findings for the project as specified in Attachment A of this staff report, including CEQA findings;
2. Determine the project is exempt pursuant to Section 15061(b)(3) of CEQA, included as Attachment B; and
3. Approve the project subject to the Conditions of Approval in Attachment C.

Refer to staff if the Zoning Administrator takes other than the recommended action for appropriate findings and conditions.

### 4.0 PROJECT SPECIFICATIONS

---

<b>Site Size:</b>	136 acres gross/net
<b>Comprehensive Plan Designation:</b>	A-I-40, Agriculture, 40 acres minimum parcel size
<b>Ordinance/Zoning:</b>	Land Use and Development Code, AG-I-40, Agriculture, 40 acres minimum parcel size
<b>Surrounding Use, Zoning:</b>	<b>North:</b> AG-II-100, AG-I-40, Agriculture <b>South:</b> AG-I-40, Agriculture <b>East:</b> U, Unlimited Agriculture <b>West:</b> AG-I-40, Agriculture
<b>Services/Systems:</b>	<b>Water:</b> None <b>Sewer:</b> None <b>Fire:</b> Santa Barbara County Fire, Stn# 23
<b>Present Use and Development:</b>	<b>Access:</b> Unpaved private roads off Tepusquet Canyon Road The property is currently undeveloped.

### 5.0 BACKGROUND

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- 11-23-1971 A grant deed from Barbara Ann Phillips to Jess W. Rice in Book 2373, Pages 590-596 of Official Records.
- 3-16-1978 A Grant Deed from Barbara Ann Phillips to Marcia Rose Toomey as Instrument Number 78-12014 of Official Records.

- 3-16-1978 A Grant Deed from Barbara Ann Phillips to Donald E. Toomey as Instrument Number 78-12015 of Official Records.
- 3-16-1978 A Quit Claim Deed from Homer and Doris Renfro to Joseph Toomey as Instrument Number 78-12016 of Official Records.
- 3-16-1978 A Quit Claim Deed from Joseph Toomey to Rebecca Ann Toomey as Instrument Number 78-12017 of Official Records.
- 12-4-1985 A Grant Deed from Marcia Rose Toomey to JET Investment Trust as Instrument Number 1985-064951.

On December 4, 1985 a grant deed was recorded transferring the property to JET Investment Trust. Since Mr. Joseph Toomey is a principal of JET Investment Trust, Subdivision Map Act 66499.35(b) provides for application of current Chapter 21 regulations to the property. Therefore, conditions of approval consistent with the current subdivision and zoning standards have been placed on this Conditional Certificate of Compliance to ensure protection of public health, safety, and welfare and to ensure that any future development would be consistent with the Land Use and Development Code.

## **6.0 PROJECT ANALYSIS**

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The proposed project is consistent with all applicable requirements of the Comprehensive Plan, and the Land Use and Development Code. The parcel is currently undeveloped.

***Land Use Development Policy 4: The County shall make the finding, based on information provided by environmental documents, staff analysis, and the applicant, that adequate public or private services and resources (i.e., water, sewer, roads, etc.) are available to serve the proposed development.***

**Consistent:** The proposed Conditional Certificate of Compliance is to validate an illegally created lot. No development is associated or allowed with this project. Evidence of adequate services and legal access would need to be provided should future development be allowed. Since no change in use or development is allowed through the validation of the lot, the proposed project is consistent with this policy.

***Agricultural Element Goal 1 and Policy I.A: Santa Barbara County shall assure and enhance the continuation of agriculture as a major viable production industry. Agriculture shall be encouraged. Where conditions allow, expansion and intensification shall be supported. The integrity of agricultural operations shall not be violated by recreational or other non-compatible uses.***

**Consistent:** The validation of the existing parcel would not conflict with any of the goals and policies of the Agricultural Element. The viability of the existing parcel would remain the same. Therefore, the project would remain consistent with the requirements of this policy.

***Visual Resources Policies #5: Utilities, including television, shall be placed underground in new developments in accordance with the rules and regulations of the California Public Utilities Commission, except where cost of undergrounding would be so high as to deny service.***

**Consistent:** The proposed Conditional Certificate of Compliance is to validate an illegally created lot. No development is associated or allowed with this project. Any provisions for underground utility extensions will be addressed at time of future development. Therefore, the proposed project would be consistent with this policy.

The project has been determined to be exempt pursuant to Section 15061 (b)(3) of the California Environmental Quality Act Guidelines. Therefore, an exemption pursuant to Section 15061 (b)(3) would be appropriate for this project. See Attachment B, Notice of Exemption.

## **7.0 APPEALS PROCEDURE**

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The action of the Zoning Administrator may be appealed to the Planning Commission within the 10 calendar days following the date of the Zoning Administrator's decision by the applicant or an aggrieved person. The appeal fee to the Planning Commission is \$603.00.

## **8.0 ATTACHMENTS**

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- A. Findings
- B. CEQA Exemption 15061 (b)(3)
- C. Conditions of Approval with attached Departmental letters
- D. Site Plan

## **ATTACHMENT A: FINDINGS OF APPROVAL**

### **1.0 CEQA FINDINGS**

- 1.1 Adopt the findings that the project is exempt from CEQA pursuant to Guidelines Section 15061, General Exemption. This section states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The validation of the existing, illegally created lot requires merger with five surrounding illegally created lots, ensuring that the project will not create any significant environmental impacts, public health or safety hazards and would not have a significant impact on the resources or services within this area, such as water, sanitary services, surrounding roadways and intersections, schools, and existing agricultural uses. Any future development on the proposed site would be subject to additional environmental review to address increased traffic, overuse of public facilities, archaeological issues and biological issues, etc.

### **2.0 ADMINISTRATIVE FINDINGS**

- 2.1 Pursuant to Government Code §66499.35(b), the parcel has been found to have been created without the necessary County approval in the early 1970's.

The recordation of this deed effectuated the project site as an illegal parcel (AP Nos. portion of 131-090-076, and -078). Since the applicant was the owner as of 1978 and subsequently further illegally divided the property, the County may apply current regulations per the Subdivision Map Act 66499.35(b). Therefore, conditions of approval consistent with the current subdivision and zoning standards may be placed on this Conditional Certificate of Compliance to ensure protection of public health, safety, and welfare and to ensure that any future development would be consistent with the County Zoning Ordinance and Comprehensive Plan (as described in Section 6 of this staff report).

**ATTACHMENT B: ENVIRONMENTAL DOCUMENT**

**NOTICE OF EXEMPTION**

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

**FROM:** Florence Trotter-Cadena, Planning & Development

The project or activity identified below 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.

**APNs:** portion of 131-090-076, and -078

**Case No.:** 09COC-00000-00004

**Location:** located approximately ½ mile southeast of the intersection of Tepusquet Road and an existing unnamed jeep road, in the Tepusquet area, Fifth Supervisorial District.

**Project Title:** JET Conditional Certificate of Compliance

**Project Description:** Approval of a Conditional Certificate of Compliance to validate a 136 acres gross/net parcel.

Name of Public Agency Approving Project: County of Santa Barbara

Name of Person or Agency Carrying Out Project: Justin Height, Penfield & Smith

**Exempt Status:** (Check one)

- Ministerial
- Statutory Exemption
- Categorical Exemption
- Emergency Project
- Declared Emergency
- General Rule Exemption

**Cite specific CEQA and/or CEQA Guideline Section:** 15061 (b)(3)

**Reasons to support exemption findings:** The proposed parcel validation can be found exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The validation of an existing, illegally created lot through a required merger with adjacent lots would not create any significant environmental impacts. The project would not create any public health or safety hazards and would not have a significant impact on the resources or services within this area, such as water, sanitary services, surrounding roadways and intersections, schools, and existing agricultural uses. Any future development on the proposed site would be subject to additional environmental review to address increased traffic, overuse of public facilities, archaeological issues and biological issues, etc.

There is no substantial evidence that there are unusual circumstances (including future activities) resulting in (or which might reasonably result in) significant impacts which threaten the environment. The exceptions to the categorical exemptions pursuant to Section 15300.2 of the State CEQA Guidelines are:

- (a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The proposed Conditional Certificate of Compliance is located in an area comprised of steep terrain and substantial oak woodlands. However, no physical development is proposed as part of the project.

- (b) **Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The proposed project is for a Conditional Certificate of Compliance to validate an existing, illegally created lot. No development is proposed as part of this project. It would not result in an increase in development potential. It would not result in an increase in subdivision potential. The existing parcel would continue their current agricultural use. The cumulative impact of successive projects of this type in the same place, over time, would not be significant.

- (c) **Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There are unusual circumstances surrounding the creation of the illegal parcels. However, the proposed project would not have any development or increase on constraints and there is not a reasonable possibility that the project would have a significant effect on the environment due to unusual circumstances.

- (d) **Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

The proposed project does not include any physical development and would not be visible from a designated scenic highway. The project would not result in damage to scenic resources, including but not limited to, trees, historic buildings, or rock outcroppings.

- (e) **Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

**(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

No construction, demolition or development is proposed as a part of the project and the project would not result in any substantial adverse change in the significance of a historical resource.

Lead Agency Contact Person: Florence Trotter-Cadena Phone#: (805)934-6253

Department/Division Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

distribution: Hearing Support Staff

Project file (when P&D permit is required)  
Date Filed by County Clerk: \_\_\_\_\_.

**ATTACHMENT C: CONDITIONS OF APPROVAL**  
**09COC-00000-00004**

1. **Proj Des-01 Project Description.** This Conditional Certificate of Compliance is based upon and limited to compliance with the project description, the hearing exhibits marked A-D, dated June 6, 2011, and all conditions of approval set forth below, including mitigation measures and specified plans and agreements included by reference, as well as all applicable County rules and regulations. The project description is as follows:

The project description is as follows:

**A Conditional Certificate of Compliance to legalize the creation of a 136 acres gross/net parcel in compliance with Section 66499.35 of the State Subdivision Map Act, in an area zoned AG-I-40 under the Santa Barbara County Land Use and Development Code. No development exists on this parcel, but future development would be permitted after this validation upon completion of a voluntary merger with parcels 131-090-076, -078, -080, -081, -082, and -083. However, any future development would have to comply with current County standards including but not limited to those pertaining to water and sanitary services. The Conditional Certificate of Compliance would validate the parcel for purposes of sale, lease or finance, future development, and would create one legal lot.**

Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

2. **Special Condition:** Prior to any future development on the proposed project site, the applicant shall complete a voluntary merger of Assessor Parcel Numbers portion of 131-090-076, and -078 with Assessor Parcel Numbers: 131-090-076 (portion of), -078 (portion of), -080, -081, -082, and -083 approved under this Conditional Certificate of Compliance dated June 6, 2011. Recorded documentation shall be submitted verifying completion of the voluntary merger.
3. **CulRes-09 Stop Work at Encounter.** The Applicant and/or their agents, representatives or contractors shall stop or redirect work immediately in the event archaeological remains are encountered during grading, construction, landscaping or other construction-related activity. The Applicant shall retain a P&D approved archaeologist and Native American representative to evaluate the significance of the find in compliance with the provisions of Phase 2 investigations of the County Archaeological Guidelines and funded by the Applicant.

**PLAN REQUIREMENTS:** This condition shall be printed on all building and grading plans.

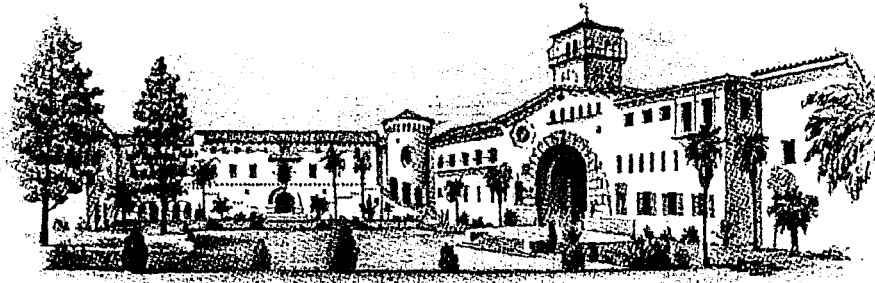
4. **Map-01 Maps-Info.** Prior to recordation of the Conditional Certificate of Compliance and subject to P&D approval as to form and content, the Applicant shall include all of the mitigation measures, conditions, agreements and specific plans associated with or required by this project approval on a separate informational sheet(s) to be recorded with the parcel map. All applicable conditions and mitigation measures of the project shall be printed on grading and/or building plans and shall be graphically illustrated where feasible.
5. **Map-11 Electrical Utilities.** Electrical utilities shall be installed underground.
6. **Rules-29 Other Dept Conditions.** Compliance with Departmental/Division letters required as follows:



- a. Fire Department letter dated March 31, 2010;
  - b. Environmental Health Services letter dated December 21, 2009.
7. **Rules-33 Indemnity and Separation.** The Applicant shall defend, indemnify and hold harmless the County or its agents or officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval of this project. In the event that the County fails promptly to notify the Applicant of any such claim, action or proceeding, or that the County fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no further force or effect.
8. **Rules-34 Legal Challenge.** In the event that any condition imposing a fee, exaction, dedication or other measure is challenged by the project sponsors in an action filed in a court of law or threatened to be filed therein which action is brought in the time period provided for by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any condition is invalidated by a court of law, the entire project shall be reviewed by the review authority and no approval shall be issued unless substitute feasible conditions/measures are imposed.

# COUNTY OF SANTA BARBARA

Dennis Marshall  
County Counsel



105 East Anapamu Street  
Suite 201  
Santa Barbara, CA 93101  
Telephone: (805)568-2950  
FAX: (805) 568-2982  
E-Mail:  
ready@countycounsel.com

FROM THE DESK OF KEVIN READY, SR.  
SENIOR DEPUTY COUNTY COUNSEL

## COUNTY COUNSEL

September 14, 2010

Jacqueline Vitti Frederick, Esq.  
267 West Tefft Street, Suite B  
Nipomo, CA 93444

Christopher Clark, Esq.  
1103 E. Clark Avenue, Suite F1-B  
Santa Maria, CA 93455

George Wittenburg, Esq.  
Wittenburg, Oneil & Gray, LLP  
201 S. Miller Street, Suite 107  
Santa Maria, CA 93454

Michael Pick  
James McKiernan Lawyers  
21 Santa Rosa Street  
San Luis Obispo, CA 93405

Re: Notice of Violation of Subdivision Map Act, Illegal Parcels  
Santa Barbara County Assessor Parcel Numbers APN 131-090-076, 131-090-078,  
131-090-080, 131-090-081, 131-090-082, 131-090-083; and  
Superior Court Case numbers 01127420, 1228758, 1319393, and 1196081

Dear Counsel:

It has come to our attention that certain parcels of land in Santa Barbara County which have been illegally divided (i.e. absent compliance with the California Subdivision Map Act) are the subject of various litigation cases currently before the courts. As a courtesy to the counsel involved and in the interests of judicial economy, we wish to inform you of our understanding of the status of these properties.

Real property may not be subdivided and conveyed, leased or financed except in compliance with the California Subdivision Map Act (SMA) (CA Government Code §§66410 et seq). It is illegal to convey a parcel that has been divided in violation of the SMA. (§66499.30). Any sale or conveyance of such land is voidable under §66499.32 and may subject the parties involved to civil and criminal penalties. Any pending contract to sell a parcel in violation of the SMA is void. Even a court ordered sale or conveyance must obtain local agency SMA approval to be legal. This is usually accomplished by the Court appointing a special master or the prevailing party to seek county or city approval prior to a final order of the Court. If county approval is not received in advance, the division of land cannot be accomplished, even by Court order.

**ATTACHMENT D**  
**County Counsel's Letter**

Re: Notice of Violation of Subdivision Map Act, Illegal Parcels  
Santa Barbara County Assessor Parcel Numbers APN 131-090-076, 131-090-078,  
131-090-080, 131-090-081, 131-090-082, 131-090-083; and  
Superior Court Case numbers 01127420, 1228758, 1319393, and 1196081

September 14, 2010

Page 2

Four formal Notices of Violation (per Government Code § 66499.36) have been issued by the County of Santa Barbara documenting the illegal division of real property which may include all or part of the subject parcels and which parcels may be involved in the subject litigation cases. These Notices of Violation were recorded against the properties on January 17, 1974 as Instruments number 1783, 1784, 1785 and 1786 in Book 2497 pages 561-4 of the Official Records of Santa Barbara County. These Notices of Violation may also affect neighboring parcels near the subject parcels. In addition to the illegal divisions of land documented in these notices, the County of Santa Barbara is aware of numerous other illegal divisions of land, the enforcement of which is ongoing at the present time. The subject parcels are involved in a pending request for issuance of Conditional Certificates of Compliance (per Government Code §66499.35) to resolve the illegality, but there is a possibility that such resolution may require the merger of the parcels back to their pre-violation status. The parcels and contracts involved in the litigation cases cited appear to involve the various illegally divided parcels. If the County orders a merger of the parcels, then any litigation result to the contrary would result in unusable, illegal parcels, which the County is forbidden to issue permits for and which would be illegal to further convey. The existing Notices of Violation will remain of record until Conditional Certificates of Compliance are issued by the County and filed of record. No land use/building permit nor approval may be granted for any parcel involved until the conditions of the Conditional Certificates of Compliance have been met.

The purpose of this letter is to inform the legal counsel involved of the illegal nature of the properties involved. We believe it is incumbent upon counsel to apprise the Court of the status and to seek a litigation result in compliance with the SMA.

Please let me know if you have any questions.

Sincerely,  
DENNIS MARSHALL  
COUNTY COUNSEL

Kevin E. Ready, Sr.  
Senior Deputy

Cc: Michael Emmons, County Surveyor  
Joyce Gerber, Planner County P&D Dept  
Justin Height, PLS, Penfield & Smith



## County of Santa Barbara Planning and Development

Glenn S. Russell, Ph.D., Director  
Dianne Black, Director of Development Services

October 26, 2010

Justin P. Height, PLS  
Penfield & Smith  
210 E. Enos Drive, Suite A  
Santa Maria, CA 93454

**RE: JET Conditional Certificate of Compliance**  
**Case Nos. 09COC-00000-00003, -4, -5, -6, -7 & -8**  
**APNs: 131-090-076, -078, -080, -81, -082 & -83**

Dear Mr. Height:

I have been asked by Director Russell to respond to your letter of October 5, 2010 regarding the JET Conditional Certificates of Compliance project. In the letter, you requested clarification of (1) the parcels and configuration for which P&D intends to recommend approval of the COCs, (2) the rationale for this recommendation, and (3) the resulting processing path for the COCs. This letter addresses your questions.

### *Parcel Configuration*

Figure 1, below, shows APNs 131-090-076, -078, -080, -082 & -83, for which six COCs were requested (case numbers 09COC-00000-00003 through -00008). P&D will recommend to the decision maker approval of the COCs with the condition that prior to recordation, the parcels shall be merged into a single parcel, the configuration of which is shown in Figure 2.

### *Rationale for County Counsel Recommendation*

It is reasonable to require a merger to the present ownership boundaries of Jet Investments, because the original conveyances to Toomey in the early 1970's were officially deemed illegal and the entire property was later further subdivided by Toomey into six additional parcels without legal approval. There is therefore no parcel configuration of anything smaller than the outside boundary that can be deemed an appropriate configuration. In actuality, it is likely that the outer boundary of the conveyances to Toomey were also illegal, based upon the original Notices of Violation, but merger to the present ownership boundaries is probably equitable and the only practical solution at the present time given the multiple layers of illegal divisions.

Any further subdivision of the entire merged property can be accomplished within the Subdivision Map Act process. The prerequisites and considerations of the subdivision approval process, such as access, utilities, topography, improvements and building envelopes can best be determined within the established Subdivision Map Act process, rather than through conditions imposed on a Conditional Certificate of Compliance. The multiple tiers of illegal divisions on

123 E. Anapamu Street  
Santa Barbara, CA 93101  
Phone: (805) 568-2000  
FAX: (805) 568-2030

**ATTACHMENT E:**  
**Planning and Development's Letter**

624 W. Foster Road  
Santa Maria, CA 93455  
Phone: (805) 934-6250  
FAX: (805) 934-6258

top of one another, without any pretext of proper subdivision law considerations, preclude the use of those division boundaries as useful boundaries of proposed subdivisions. The only reasonable solution is to require merger and allow the owner to seek a legal subdivision of the entire property under the Subdivision Map Act. We must remember that the equitable owner of the property, Toomey, has been under legal notice of the original illegal divisions of land for thirty-seven years and it is reasonable to require correction of those first illegal divisions, by merger, prior to allowing further subdivisions.

*COC processing*

P&D's intention is to prepare a Notice of Exemption and prepare a staff report that recommends approval of the proposed project with the condition that prior to recordation, the parcels shall be merged, via a Voluntary Map Merger, into the configuration shown in Figure 2. Future division of the resulting legal parcel, if desired, would require at minimum preparation of an Initial Study and Mitigated Negative Declaration.

I hope that this letter has helped to clarify P&D's decision on this matter. If you have any questions or would like to discuss the issues further, please contact me at (805) 934-6265 or [jgerber@co.santa-barbara.ca.us](mailto:jgerber@co.santa-barbara.ca.us).

Sincerely,



JOYCE L. GERBER, PLANNER  
Development Review – North County

cc: Glen Nelson, 874 Via Esmeralda, Santa Maria 93455  
Glenn Russell, PhD., Director  
Michael Emmons, Surveyor  
Kevin Ready, County Counsel  
Doug Anthony, Deputy Director  
Case File (planner)

Figure 1: Configuration of parcels for which COCs were requested

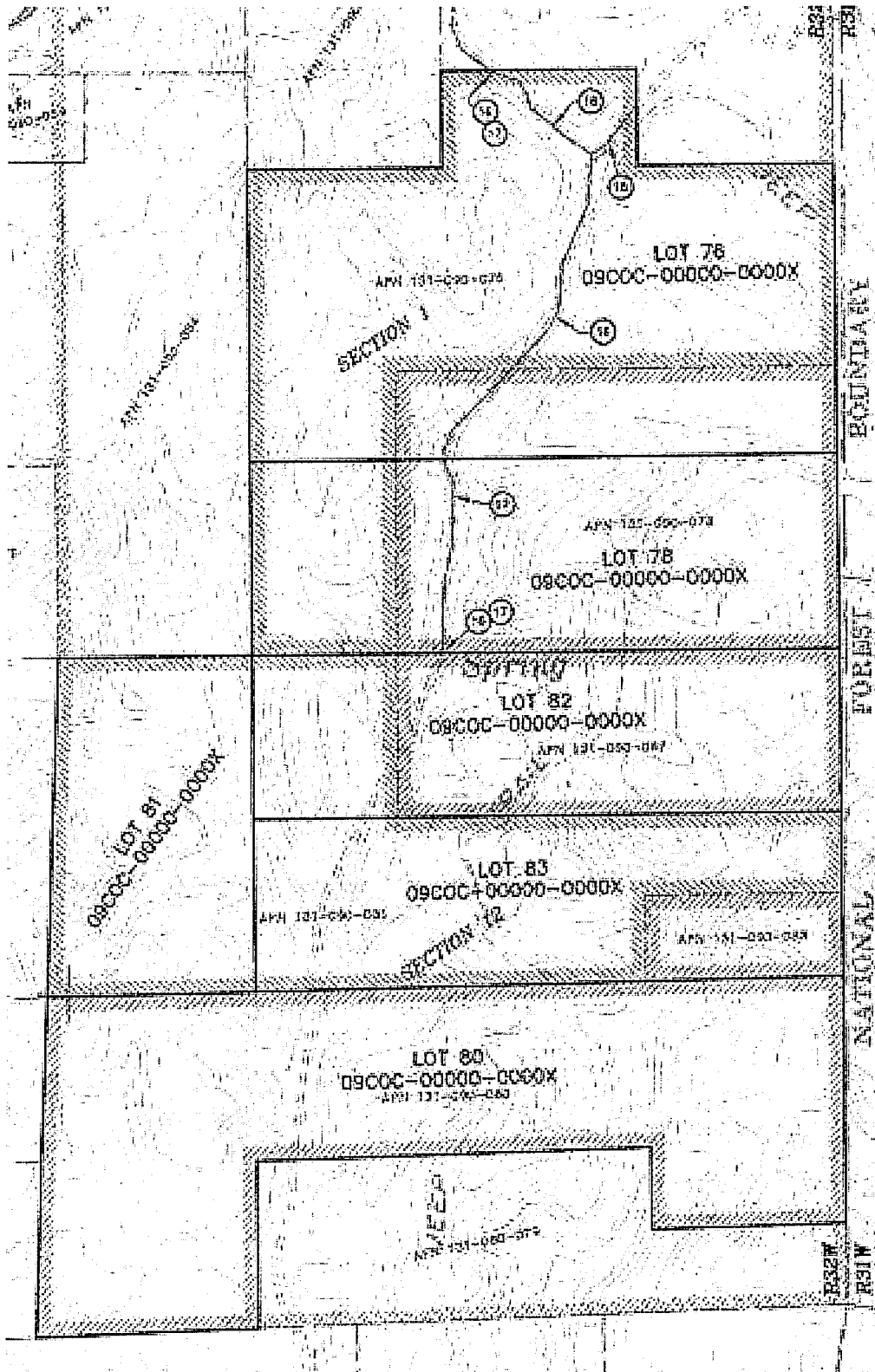
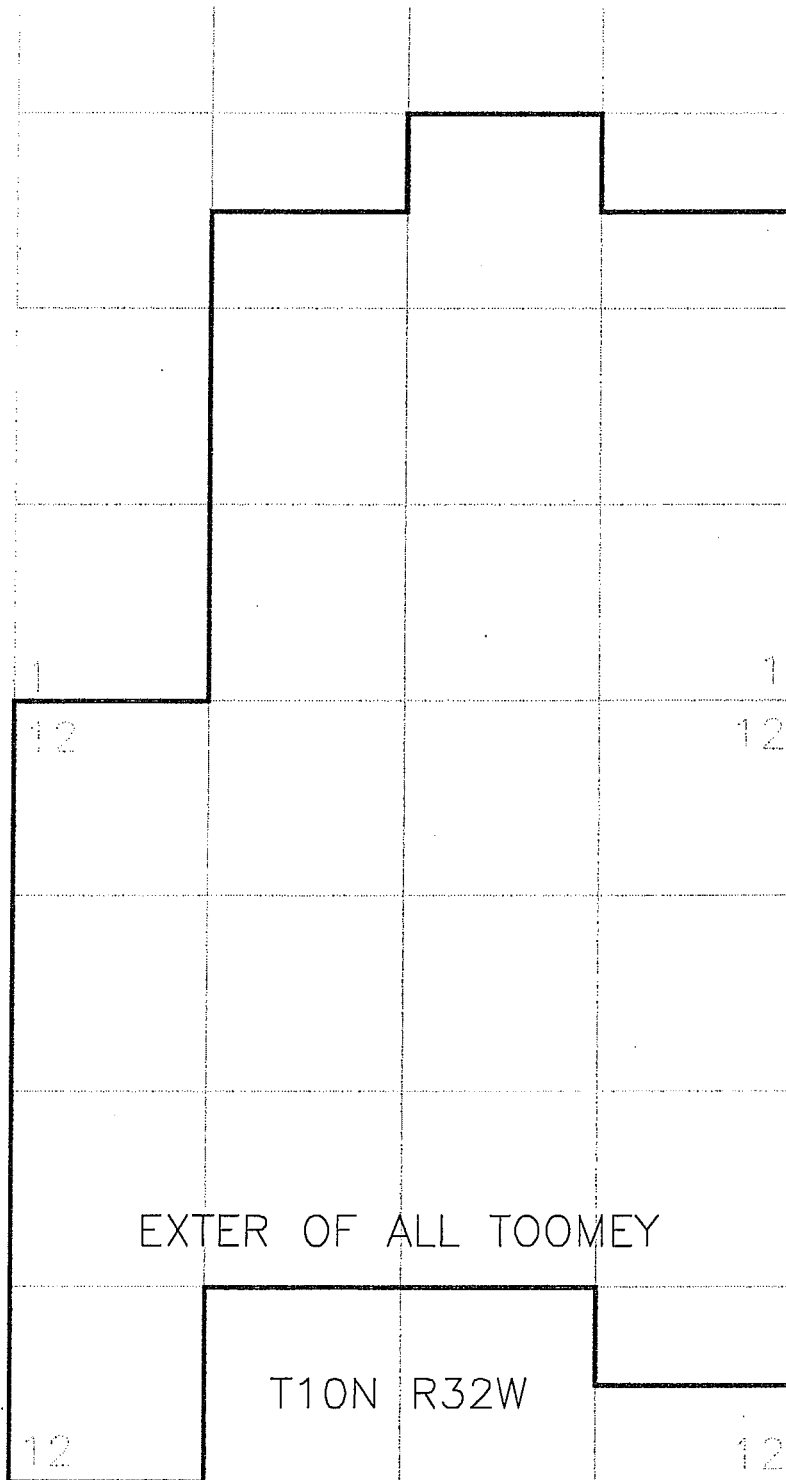
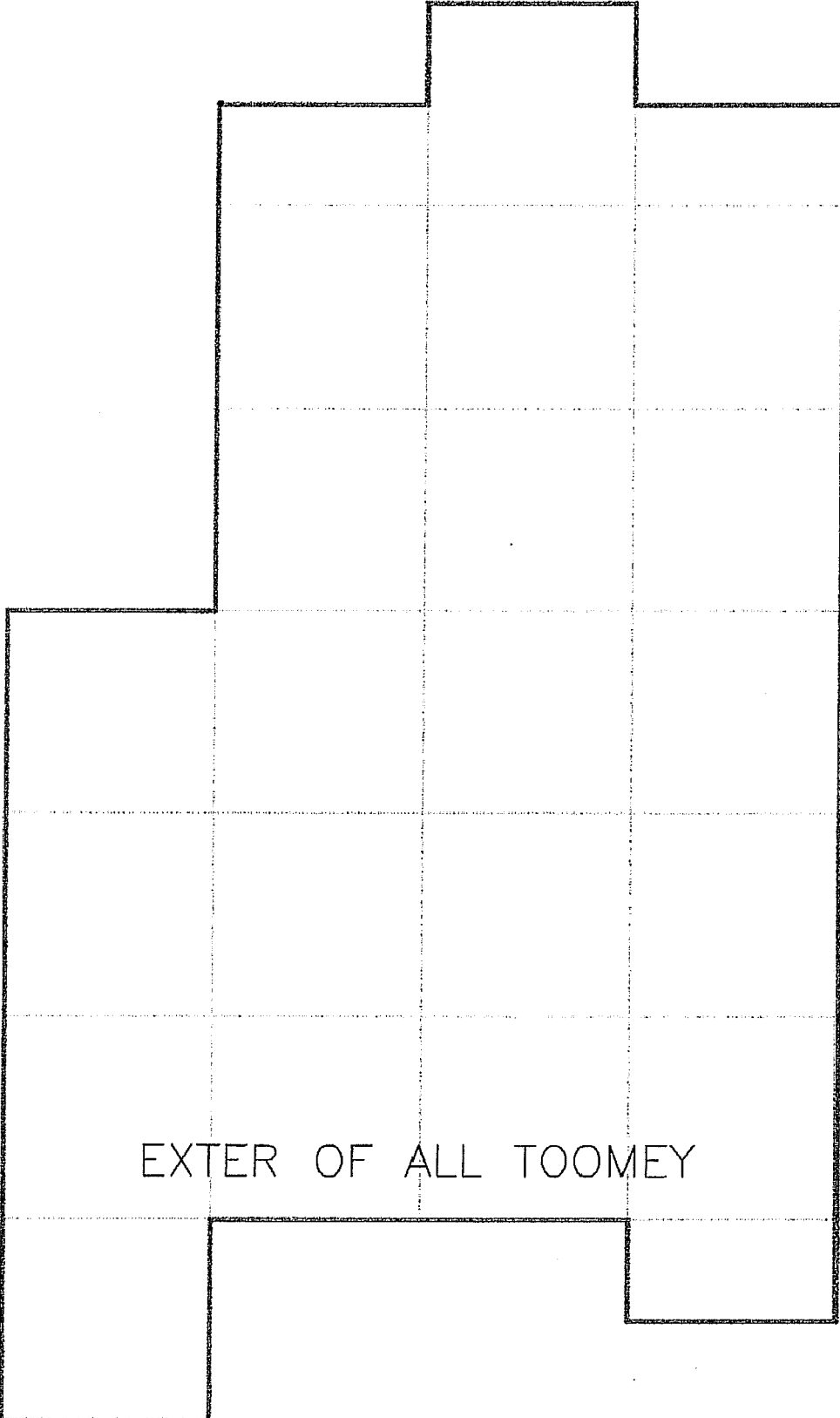


Figure 2: Configuration of parcel resulting from COC merger condition

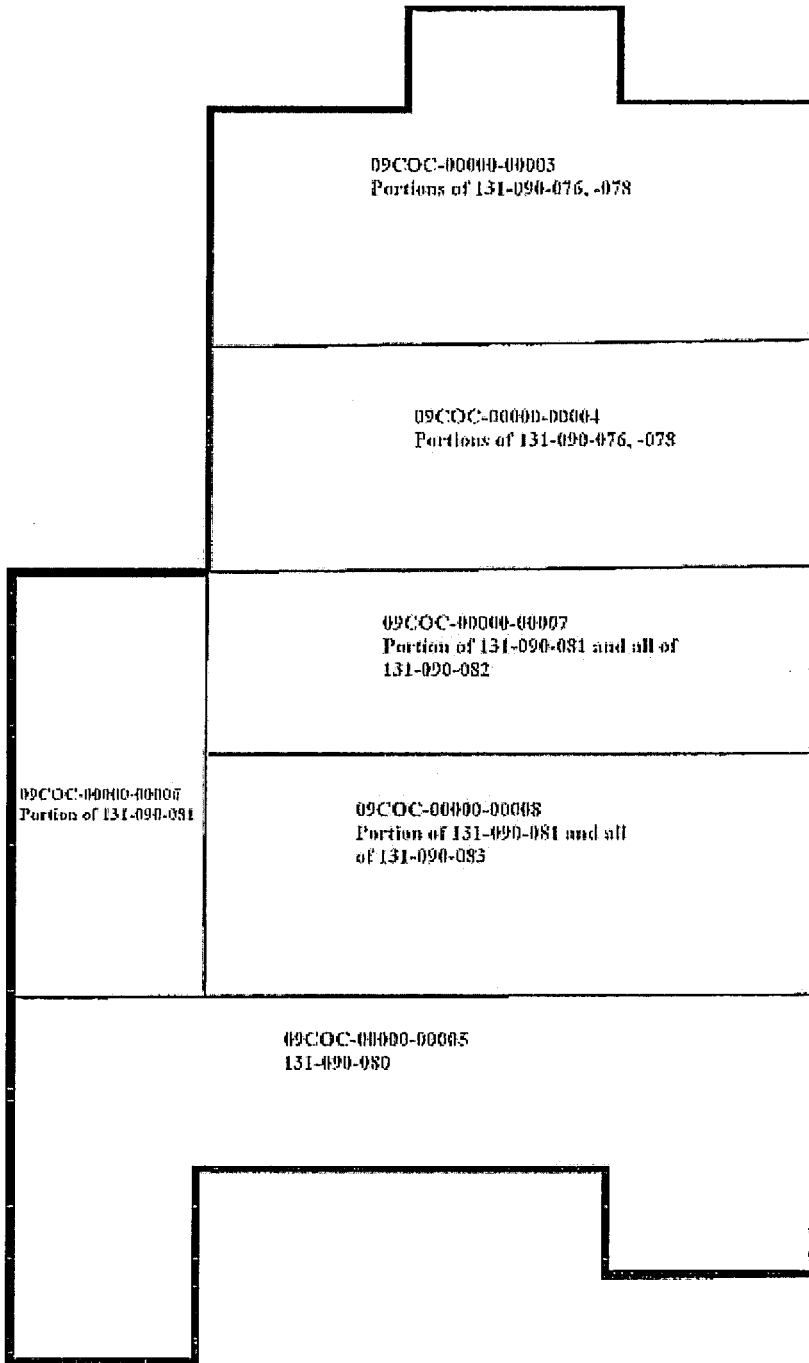


**ATTACHMENT F: ORIGINAL PROPERTY BOUNDARY**





# Attachment G: Site Plan



After Recording Return  
to Surveyor's Office

1783

BOOK 2497 PAGE 561

RECORDED AT REQUEST OF  
*Surveyors Office*

BOOK 2497 PAGE 561

JAN 17 2 18 PM '74

COUNTY OF SANTA BARBARA

OFFICIAL RECORDS  
SANTA BARBARA CO. CALIF.  
RITA VAN EZZELING, CLERK

NOTICE OF VIOLATION

NO FEE

Notice is hereby filed, as a public record, that \_\_\_\_\_

Jess W. Rice

sold to Homer Renfro

real property described in Instrument No. 25746, dated  
February 22, 1972, and recorded in Book 2409, Page 1287,  
of Official Records of the County of Santa Barbara, which is  
incorporated herein by this reference, in violation of Sections  
21-70 and 21-71 of the Code of the County of Santa Barbara,  
California (failure to file a parcel or final subdivision map)  
and in violation of Sections 11535, 11541, and 11565 or 11575  
of the State Business and Professions Code (State Subdivision  
Map Act) (failure to file a parcel or final subdivision map).  
This notice shall be deemed to be constructive notice of the  
violation to all successors in interest in such property.

Norman H. Caldwell  
County Surveyor

*Edward C. Scholz*  
Edward C. Scholz  
Assistant County Surveyor

January 16, 1974  
Date

ST:fe

131-09-76

////// END OF DOCUMENT //////////////////////////////////

Attachment H

1974 Notices of Violation

Home Rented  
P.O. Box 523  
South Gate Calif 90260

### An Agreement For Sale of Real Estate

Executed February 21, 1972, by Jess W. Rice called seller and by  
Homer Renfro As sole and separate property called buyer relative  
to the sale and purchase of the following land in the County of Santa Barbara County, State of California:  
Attached Legal

The South West 1/4 of the North East 1/4; the South 1/2 of the South East 1/4  
of the North East 1/4; the North 1/2 of the North 1/2 of the South East 1/4; The  
South 1/2 of the South East 1/4; of the North West 1/4; The North East 1/4 of the  
South West 1/4 excepting therefrom the South 1/2 of the East 1/4 of the East 1/4;  
The South East 1/4 of the South West 1/4 excepting therefrom the East 1/2 of the  
East 1/4; All in Section 1, Township 10 North, Range 32 West, San Bernardino  
Base Meridian.

25716

Subject, however, to any existing public right-of-way easements for ingress and egress roads of record  
covering the above described, which right-of-way is intended for the mutual benefit of all property owners  
and conditions, restrictions, reservations and easements of record.

Buyer hereby covenants and agrees to pay to Seller for The Property the sum of \$46,250.00, which shall be the entire  
purchase price, to be paid as follows: \$3,000.00 cash in hand, receipt of which is hereby acknowledged, and  
\$2,162.50 or more in annual installments on or before the Feb. 21st day of each and every year until paid, plus  
interest on the unpaid balance annual.

The first annual payment shall begin on Feb. 21, 1972 and subsequent payments as provided for shall be made on the same  
day of each and every year thereafter until the purchase price has been paid in full. All payments shall be made payable to,  
and mailed to the Seller at Jess W. Rice 434 South Broadway  
Santa Maria, California These shall be 7% INTEREST paid in advance

Buyer herein accepts subject to the encumbrance of record of a first  
trust deed in the amount of \$375,000.00 which contains a release clause.

The Buyer acknowledges that the Seller has promised no improvements to said property and is purchasing this  
undeveloped land as a speculative investment.

(If This Applies,)

Sign Here

Buyer sign here

Trust Account at: \_\_\_\_\_ Trust No \_\_\_\_\_

Buyer agrees:

To keep the buildings on said premises insured against loss by fire to the amount required by and in such insurance  
companies as may be satisfactory to the vendor, with appropriate clauses protecting vendor as his interest may appear.

To keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit  
(damage by the elements excepted); and to pay all taxes, water rents, and assessments as they become due and at least ten  
days before the same become delinquent.

That if he fails to comply with the terms of this agreement, seller shall be released from all obligation in law or equity  
to convey the property to buyer and all buyer's equities in the land, his improvements, and his right to possession shall  
be forfeited.

That should seller have to sue to enforce this agreement, buyer shall pay seller's reasonable attorney's fees, necessary  
expenses, and the cost of title evidence.

25716

BOOK 2409 PAGE 1288

Seller agrees that when buyer has met and complied with the terms of this contract, except as modified by written agreement of the parties, he will execute and deliver to buyer a deed effective to convey title to the land to buyer free of any encumbrances, made, suffered, or incurred by seller together with a policy of title insurance to be issued by ... showing title in the condition provided for by this agreement, for a liability not exceeding the sale price herein stated.

Seller and buyer agree that this agreement shall be effective as to all their respective successors in interest; that time is of the essence of this contract; that whenever necessary the masculine includes the feminine; and that the singular includes the plural.

(AGREED) By Buyer \_\_\_\_\_  
IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals effective the day and year first above written.

Witness \_\_\_\_\_  
\_\_\_\_\_ by Jess W Rice - his sole  
and separate property (Seal)  
Seller

Buyers Sign Here

Witness \_\_\_\_\_ x \_\_\_\_\_ (Seal)  
\_\_\_\_\_ x \_\_\_\_\_ (Seal)

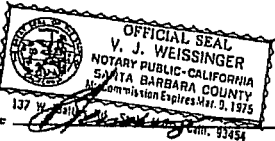
State of CALIFORNIA Dated: FEBRUARY 22<sup>nd</sup> 1972

County of SANTA BARBARA

On FEB 22 1972 before me, the undersigned, a Notary Public in and for said State personally appeared JESS W RICE

\_\_\_\_\_ known to me to be the person \_\_\_\_\_ whose name IS subscribed to the within instrument and acknowledged that HE executed the same.

WITNESS my hand and official seal.



Notary Signature \_\_\_\_\_

This area for Official Notarial Seal.

25716

RECORDED AT REQUEST OF  
Homer Kumpf  
BOOK 2409 PAGE 1287  
JUL 10 3 56 PM '72

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
RYLA VAN BUSHNIRA, RECORDER

FEE \$4.00

AGREEMENT FOR SALE  
OF REAL ESTATE

TO

\_\_\_\_\_

Signature of Declarant or Agent determining tax-Palm Name

Documentary Transfer Tax \$  
Computed on full value of property conveyed  
Encumbrances remaining at time of sale

/// / END OF DOCUMENT / / /

After Recording Return  
to Surveyor's Office

1784

BOOK 2497 PAGE 562

RECORDED AT REQUEST OF

*Surveyor's Office*

BOOK 2497 PAGE 562

JAN 17 2 18 PM '74

OFFICIAL RECORDS  
SANTA BARBARA, CALIF.  
RITA VAN SICKLE, RECORDER

COUNTY OF SANTA BARBARA

NOTICE OF VIOLATION

NO FEE

RETAINED PARCEL

Notice is hereby filed, as a public record, that the real  
as Parcel 1  
property described in Instrument No. 38144, dated October  
5, 1971, and recorded in Book 2373, Page 590, of  
Official Records of the County of Santa Barbara, which is in-  
corporated herein by this reference, has been retained by ex-  
cluding the portion sold to Homer Renfro

described in Instrument No. 25746, dated Feb. 22, 1972,  
and recorded in Book 2409, Page 1287, of Official  
Records of the County of Santa Barbara, which is incorporated  
herein by this reference, in violation of Sections 21-70 and  
21-71 of the Code of the County of Santa Barbara, California  
(failure to file a parcel or final subdivision map) and in  
violation of Sections 11535, 11541, and 11565 or 11575 of the  
State Business and Professions Code (State Subdivision Map Act)  
(failure to file a parcel or final subdivision map). This  
notice shall be deemed to be constructive notice of the viola-  
tion to all successors in interest in such property.

Norman H. Caldwell  
County Surveyor

*Edward C. Scholz*  
Edward C. Scholz  
Assistant County Surveyor

January 16, 1974  
Date

ST:fe.

131-09-69, 70, 77 & 78

/// END OF DOCUMENT ///

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name  
Street  
Address  
City & State  
Jess W. Rice  
434 South Broadway  
Santa Maria, Calif. 93454

38144  
RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE CO.  
BOOK 2373 PAGE 590  
NOV 23 8 00 AM '71

BOOK 2373 PAGE 590

OFFICIAL RECORDS  
SANTA BARBARA COUNTY  
RITA VAN DER WOUDE, CLERK

FEE \$ 6.<sup>80</sup>

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name  
Street  
Address  
City & State  
AS DIRECTED ABOVE

"CONSIDERATION LESS THAN \$100.00."  
DOCUMENTARY TRANSFER TAX \$.....  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON F.V.L. VALUE LESS LIENS & ENCUMBRANCES  
REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax - firm name

### Grant Deed

D.T.T.S. ....

TS 405 CA 7-69

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Barbara Ann Phillips

hereby GRANT(S) to Jess W. Rice, a married man

the following described real property in the unincorporated area of the  
County of Santa Barbara, State of California:

That certain real property described in Exhibit "A" attached  
hereto and made a part hereof.

Margarette Rice joins in the execution of this deed for the purpose of  
acknowledging that the consideration paid by her husband for the land herein  
described is her husband's separate property.

*Margarette Rice*  
Margarette Rice

October 5, 1971  
Date

Dated October 5, 1971

*Barbara Ann Phillips*

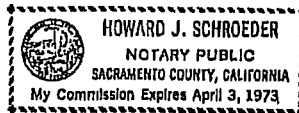
STATE OF CALIFORNIA }  
COUNTY OF Sacramento } ss.

On October 5, 1971 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Barbara Ann Phillips

known to me  
to be the person whose name is subscribed to the within  
instrument and acknowledged that she executed the same.  
WITNESS my hand and official seal.

Signature: *Howard J. Schroeder*  
Howard J. Schroeder

Name (Typed or Printed)



(This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA

COUNTY OF Santa Barbara

1138144

BOOK 2373 PAGE 591

Form 2001—(Individual) First American Title Company

On October 5, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret Rice

known to me to be the person whose name is

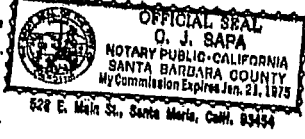
subscribed to the within instrument and acknowledged to me that SHE executed the same.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Name (Typed or Printed)

(This area for official notarial seal)



## EXHIBIT "A"

All that certain real property situate in the County of Santa Barbara, State of California, described as follows:

## PARCEL ONE:

The Northeast 1/4, Southeast 1/4; East 1/2 of the Southwest 1/4; North 1/2 of the Northwest 1/4; Southeast 1/4 of the Northwest 1/4, all in Section 1 Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances in and under said land.

## PARCEL TWO:

The East 1/2 of the Northwest 1/4; North 1/2 of the Northeast 1/4; Southwest 1/4 of the Northeast 1/4; West 1/2 of the Northwest 1/4; North 1/2 of the Southwest 1/4; Northwest 1/4 of the Southeast 1/4, all in Section 2, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

## PARCEL THREE:

The Northeast 1/4 of the Northwest 1/4 of Section 11, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances in and under said land.

## PARCEL FOUR:

The North 1/2 of Section 12, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

## PARCEL FIVE:

All of Section 36, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.



Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances in and under said land.

PARCEL SIX:

All of Section 35, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline and other hydrocarbon substances, in and under said land.

PARCEL SEVEN:

The Southwest 1/4, West 1/2 of the Southeast 1/4, Southeast 1/4 of the Southeast 1/4, all in Section 26, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

PARCEL EIGHT:

The South 1/2 of the Southwest 1/4, South 1/2 of the Southeast 1/4, South 1/2 of the Northeast 1/4 of the Southwest 1/4, South 1/2 of the Northwest 1/4 of the Southeast 1/4 all in Section 25, Township 11 North, Range 32 West, San Bernardino Meridian according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

PARCEL NINE:

The Southeast 1/4 of the Northeast 1/4, the West 1/2 of the Northeast 1/4, and the Northeast 1/4 of the Southeast 1/4, all in Section 13, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom 80% of the oil, gas, hydrocarbon substances and minerals, as excepted by Bens D. Sinclair, a widow, in deed dated March 30 1955, and filed for record April 13, 1955, as Instrument no. 6726 in the office of the County Recorder, which deed provides as follows

"Excepting therefrom 80% of the oil, gas, hydrocarbon substances and minerals, and Excepting and reserving to the grantor herein, the right to drill, mine produce and market said products with necessary rights of way therefor, together with 80% of the rents, royalties, bonuses and profits from the leasing or transfer of said oil, minerals, and mining rights."

Further excepting and reserving to Grantors an undivided 10% interest in all oil, oil rights, minerals, mineral rights, natural gas, natural gas

rights, and other hydrocarbons, by whatever name known, that may be within or under said land, together with the perpetual right of drilling, mining, exploring and operating therefor, and removing the same from said land or any other land, including the right to whipstock and directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines.

PARCEL TEN:

The South 1/2 of the Northwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northeast 1/4 of the Southeast 1/4, all in Section 25, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting from the South half of the Northeast quarter of the Southeast quarter of said Section 25 all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained therein, and further reserving to the State of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas, or gas and to prospect for, mine and remove such deposits, of other minerals from said land, and to occupy and use so much of the surface of said land as may be required therefor, upon compliance with the conditions and subject to the provisions of Chapter 5, Part 1, Division 6 of the Public Resources Code, as reserved in the Patent from the State of California to Louis Ralph Morris recorded April 3, 1943, as Instrument No. 2247 in Book 570, page 138 of Official Records.

PARCEL ELEVEN:

The South 1/2 of the Southeast 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 10 North, Range 32 West San Bernardino Meridian, according to the Official Plat of the survey of said land on file in the Bureau of Land Management.

PARCEL TWELVE:

The South half of Section 12, in Township 10 North, Range 32 West San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management,

Excepting therefrom an undivided one-half of all oil, gas, or other hydrocarbon substances in, on, or under the surface of said Parcel Twelve, as reserved in the Deed from James Frank Dorris, et al., to William P. Adam, recorded October 22, 1938 as Instrument No. 9214 in Book 443, page 490 of Official Records, which deed recites as follows:

Reserving and Excepting unto the grantors, and to their heirs and assigns for ever, an undivided one-half of all oil, gas, or other hydrocarbon substances in, on, or under, the surface of said lands and premises, to-

gether with the right, in conjunction with the other owners of said undivided one-half interest in said oil, gas, or other hydrocarbon substances to enter upon said premises for the purpose of drilling and prospecting for such oil, gas, and other hydrocarbon substances, together with all necessary rights of way and easements necessary for the enjoyment of such oil, gas, and mineral rights in and to said property, and without limiting the generality of the foregoing the right to lay, maintain and operate necessary roadways, telephone and telegraph lines, and pipe lines, together with the right of erecting and removing any buildings, machinery, pipe lines, or other property which may be erected or placed on said land in connection with the operation of said premises for oil, or gas. It is further agreed that none of the rights herein reserved to the grantors shall in fringe upon or interfere with any improvements upon said lands and premises without the payment to the party of the second part of a reasonable amount for any damage caused said party of the second part by any such entry and use.

It is further agreed that if oil, gas, or other hydrocarbon substances have not been found on said premises on or before 25 years from the date hereof, then and in that event full right to said lands and premises including the full right to all oil, gas, and other hydrocarbon substances, in, on or under the surface of said lands and premises shall belong to the said party of the second part.

PARCEL THIRTEEN:

The Southeast quarter of the Southwest quarter of Section 5, the North half of the Southeast quarter, the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 6, in Township 10 North, Range 31 West of San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

PARCEL FOURTEEN:

The North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 8 in Township 10 North, Range 31 West of San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

PARCEL FIFTEEN:

The North half of Lot 1 in the Northwest quarter (being the fractional Northeast quarter of the Northwest quarter) of Section 31, Township 11 North, Range 31, West of San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

EXCEPTING AND RESERVING to the grantors from the South half of the Northwest quarter of the Southwest quarter of Section 25, in Township 11 North, Range 32 West of San Bernardino Meridian of Parcel

10, and from said Parcels Eleven, Twelve, Thirteen, Fourteen and Fifteen above described, an undivided one-half interest in all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons, by whatever name known, owned by Grantors, that may be within or under said land, together with the perpetual right of drilling, mining, exploring and operating therefor, and removing the same from said land or any other land, including the right to whipstook and directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines.

Subject to the encumbrances of record.

////// END OF DOCUMENT ////

257-16

BOOK 2409 PAGE 1287

Home Renfro  
P.O. Box 523  
South Gate Calif 90260

### An Agreement For Sale of Real Estate

Executed February 21, 1972, by Jess W. Rice called seller and by Home Renfro As sole and separate property called buyer relative to the sale and purchase of the following land in the County of Santa Barbara, County, State of California:

Attached Legal

# BY EXCLUDING

The South West 1/4 of the North East 1/4; the South 1/4 of the South East 1/4 of the North East 1/4; the North 1/4 of the North 1/4 of the South East 1/4; The South 1/4 of the South East 1/4 of the North West 1/4; The North East 1/4 of the South West 1/4 excepting therefrom the South 1/4 of the East 1/4 of the East 1/4; The South East 1/4 of the South West 1/4 excepting therefrom the East 1/4 of the East 1/4; All in Section 1, Township 16 North, Range 32 West, San Bernardino Base Meridian.

257-16

Subject, however, to any existing public right-of-way easement for ingress and egress roads of record covering the above described, which right-of-way is intended for the mutual benefit of all property owners and conditions, restrictions, reservations and easements of record.

Buyer hereby covenants and agrees to pay to Seller for The Property the sum of \$ 462,250.00 which shall be the entire purchase price, to be paid as follows: \$ 3,000.00 cash in hand, receipt of which is hereby acknowledged, and 2,162.50 or more in annual installments on or before the Feb. 21st day of each and every year until paid, plus interest on the unpaid balance. The first year payment shall begin on Feb. 21, 1972 annual payments as provided for shall be made on the same day of each and every year thereafter until the purchase price has been paid in full. All payments shall be made payable to, and mailed to the Seller at Jess W. Rice 434 South Broadway Santa Maria, California. There shall be 7 % INTEREST paid with payments herein above provided for.

Buyer herein accepts subject to the encumbrance of record of a first trust deed in the amount of \$375,000.00 which contains a release clause.

The Buyer acknowledges that the Seller has promised no improvements to said property and is purchasing this undeveloped land as a speculative investment.

( If This Applies, ) Sign Here: Jess W. Rice  
Buyer sign here

Trust Account at: \_\_\_\_\_ Trust No \_\_\_\_\_

- Buyer agrees:
- To keep the buildings on said premises insured against loss by fire to the amount required by and in such insurance companies as may be satisfactory to the vendor, with appropriate clauses protecting vendor as his interest may appear.
  - To keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted); and to pay all taxes, water rents, and assessments as they become due and at least ten days before the same become delinquent.
  - That if he fails to comply with the terms of this agreement, seller shall be released from all obligation in law or equity to convey the property to buyer and all buyer's equities in the land, his improvements, and his right to possession shall be forfeited.
  - That should seller have to sue to enforce this agreement, buyer shall pay seller's reasonable attorney's fees, necessary expenses, and the cost of this evidence.

25716

BOOK 2409 PAGE 1288

Seller agrees that when buyer has met and complied with the terms of this contract, except as modified by written agreement of the parties, he will execute and deliver to buyer a deed effective to convey title to the land in buyer free of encumbrances, made, suffered, or incurred by seller together with a policy of title insurance to be issued by ... showing title in the condition provided for by this agreement, for a liability not exceeding the sale price heretofore stated.

Seller and buyer agree that this agreement shall be effective as to all their respective successors in interest; that time is of the essence of this contract; that whenever necessary the masculine includes the feminine; and that the singular includes the plural.

[REDACTED]

( AGREED ) By Buyer  
IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals effective the day and year first above written.

Witness \_\_\_\_\_  
\_\_\_\_\_ by Jess W Rice - his sole  
and separate property (Seal)  
Seller

Buyers Sign Here

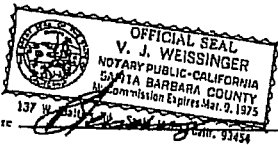
Witness \_\_\_\_\_ x \_\_\_\_\_ (Seal)  
\_\_\_\_\_ x \_\_\_\_\_ (Seal)

State of CALIFORNIA Dated: FEBRUARY 22<sup>ND</sup> 1972  
County of SANTA BARBARA

On FEB 22 1972 before me, the undersigned, a Notary Public in and for said State personally appeared  
JESS W RICE

\_\_\_\_\_ known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.



Notary Signature \_\_\_\_\_ This area for Official Notarial Seal.

25716

RECORDED AT REQUEST OF  
James Kemp  
BOOK 2409 PAGE 1287  
JUL 10 3 56 PM '72

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
RITA VAN HUSCH, RECORDER

FEE \$4.00

AGREEMENT FOR SALE OF REAL ESTATE	TO	19
Documentary Transfer Tax \$ _____		
Computed on full value of property conveyed		
Computed on full value less liens and		
encumbrances remaining at time of sale		
Signature of Declarant or Agent determining tax-Palm Name _____		

/// / END OF DOCUMENT / / / /

After Recording Return  
to Surveyor's Office

1785

BOOK 2497 PAGE 563

RECORDED AT REQUEST OF  
*Surveyor's Office*  
BOOK 2497 PAGE 563  
JAN 17 2 18 PM '74

OFFICIAL RECORDS  
SANTA BARBARA COUNTY  
RITA VAN BUREN, RECORDER

COUNTY OF SANTA BARBARA

NO FEE

NOTICE OF VIOLATION

Notice is hereby filed, as a public record, that \_\_\_\_\_

Jess W. Rice

\_\_\_\_\_ sold to Komar Renfro

\_\_\_\_\_ real property described in Instrument No. 25748, dated Feb. 22, 1972, and recorded in Book 2409, Page 1291, of Official Records of the County of Santa Barbara, which is incorporated herein by this reference, in violation of Sections 21-70 and 21-71 of the Code of the County of Santa Barbara, California (failure to file a parcel or final subdivision map) and in violation of Sections 11535, 11541, and 11565 or 11575 of the State Business and Professions Code (State Subdivision Map Act) (failure to file a parcel or final subdivision map). This notice shall be deemed to be constructive notice of the violation to all successors in interest in such property.

Norman H. Caldwell  
County Surveyor

*Edward C. Scholz*  
\_\_\_\_\_  
Edward C. Scholz  
Assistant County Surveyor

January 17, 1974  
\_\_\_\_\_  
Date

ST:fe

131-09-81

////// END OF DOCUMENT //////////////////////////////////

FOR INTERNAL  
USE ONLY

Official copies can be obtained  
from the County Recorders Office

25748

BOOK 2409 PAGE 1291

HOMER RICE  
P.O. Box 523  
Santa Maria, Calif 93456

### An Agreement For Sale of Real Estate

Executed on FEBRUARY 21, 1972, by Jess W. Rice called seller and by Homer Rice ~~as sole and separate property~~ called buyer relative to the sale and purchase of the following land in the County of Santa Barbara County, State of California Attached Legal



The North 1/2 of the South East 1/4 of the North East 1/4; The South West 1/4 of the North East 1/4; the South 1/2 of the North West 1/4; The North West 1/4 of the North West 1/4. The West 1/2 of the North East 1/4 of the North West 1/4 and the West 1/2 of the East 1/2 of the North East 1/4 of the North West 1/4 All in Section 12, Township 10 North, Range 32 West, San Bernardino Base and Meridian,

25748

Subject, however, to any existing public right-of-way easements for ingress and egress roads of record covering the above described, which right-of-way is intended for the mutual benefit of all property owners and conditions, restrictions, reservations and easements of record.

Buyer hereby covenants and agrees to pay to Seller for The Property the sum of \$52,500.00, which shall be the entire purchase price, to be paid as follows: \$3,000.00 cash in hand, receipt of which is hereby acknowledged, and \$2,475.00 <sup>per more or less</sup> ~~in~~ <sup>installments on or before</sup> ~~in~~ <sup>Feb. 21st</sup> ~~day~~ <sup>of each and every</sup> ~~year~~ <sup>year</sup> until paid, plus interest on the unpaid balance. The first monthly payment shall begin on Feb. 21, 1972 <sup>annual</sup> ~~yearly~~ payments as provided for shall be made on the same day of each and every ~~year~~ thereafter until the purchase price has been paid in full. All payments shall be made payable to, and mailed to the Seller at Jess W. Rice 474 South Broadway Santa Maria, California. There shall be 1 7/8 INTEREST paid in ~~on~~ payments herein above provided for.

Buyer herein accepts subject to the encumbrances of record of a first trust deed in the amount of \$375,000.00 which contains a release clause.

The Buyer acknowledges that the Seller has promised no improvements to said property and is purchasing this undeveloped land as a speculative investment.  
( If This Applies, ) Sign Here Homer Rice  
Buyer sign here

Trust Account at: \_\_\_\_\_ Trust No. \_\_\_\_\_

Buyer agrees:

To keep the buildings on said premises insured against loss by fire to the amount required by and in such insurance companies as may be satisfactory to the vendor, with appropriate clauses protecting vendor as his interest may appear.

To keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted); and to pay all taxes, water rents, and assessments as they become due and at least ten days before the same become delinquent.

That if he fails to comply with the terms of this agreement, seller shall be released from all obligation in law or equity to convey the property to buyer and all buyer's equities in the land, his improvements, and his right to possession shall be forfeited.

That should seller have to sue to enforce this agreement, buyer shall pay seller's reasonable attorney's fees, necessary expenses, and the cost of title evidence.



25718

DOCK 2409 VOL 1292

Seller agrees that when buyer has met and complied with the terms of this contract, except as modified by written agreement of the parties, he will execute and deliver to buyer a deed effective to convey title to the land to buyer less of encumbrances, made, suffered, or incurred by seller together with a policy of title insurance to be issued by... showing title in the condition provided for by this agreement, for a liability not exceeding the sale price herein stated.

Seller and buyer agree that this agreement shall be effective as to all their respective successors in interest; that time is of the essence of this contract; that whenever necessary the masculine includes the feminine; and that the singular includes the plural.

(AGREED) by Buyer \_\_\_\_\_  
IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals effective the day and year first above written.

Witness \_\_\_\_\_  
\_\_\_\_\_ by Jess W. Rice - his sole (Seal)  
and separate property  
Seller

Buyers Sign Here

Witness \_\_\_\_\_ x Norman Stapp (Seal)  
\_\_\_\_\_ x \_\_\_\_\_ (Seal)

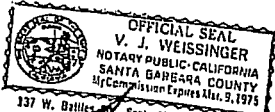
State of California Dated: February 22nd 1972

County of Santa Barbara

On Feb 22 1972 before me, the undersigned, a Notary Public in and for said State personally appeared Jess W. Rice

\_\_\_\_\_, known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same.

WITNESS my hand and official seal.



Notary Signature \_\_\_\_\_ This area for Official Notarial Seal.

25718  
RECORDED AT REQUEST OF  
Norman Stapp  
DOCK 2409 VOL 1291  
JUL 10 3 56 PM '72

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
SANTA VAN DIRECTOR OF RECORDS  
FEE \$4.00

AGREEMENT FOR SALE OF REAL ESTATE

TO \_\_\_\_\_

Documentary Transfer Tax \$ \_\_\_\_\_  
Computed on full value of property conveyed

Encumbrances remaining at time of sale \_\_\_\_\_

Signature of Declarant or Agent Determining Tax-Payer Name \_\_\_\_\_

/// / END OF DOCUMENT / ///



After Recording Return  
to Surveyor's Office

1786

BOOK 2497 PAGE 564

RECORDED AT REQUEST OF  
*Surveyors Office*

BOOK 2497 PAGE 564

JAN 17 2 18 PM '74

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
NITA VAN BUREN, RECORDER

COUNTY OF SANTA BARBARA

NOTICE OF VIOLATION

RETAINED PARCEL

NO FEE

Notice is hereby filed, as a public record, that the real  
as Parcel 4  
property described in Instrument No. 38144, dated October  
5, 1971, and recorded in Book 2373, Page 590, of  
Official Records of the County of Santa Barbara, which is in-  
corporated herein by this reference, has been retained by ex-  
cluding the portion sold to Homer Renfro

described in Instrument No. 25748, dated Feb. 22, 1972,  
and recorded in Book 2409, Page 1291, of Official  
Records of the County of Santa Barbara, which is incorporated  
herein by this reference, in violation of Sections 21-70 and  
21-71 of the Code of the County of Santa Barbara, California  
(failure to file a parcel or final subdivision map) and in  
violation of Sections 11535, 11541, and 11565 or 11575 of the  
State Business and Professions Code (State Subdivision Map Act)  
(failure to file a parcel or final subdivision map). This  
notice shall be deemed to be constructive notice of the viola-  
tion to all successors in interest in such property.

Norman H. Caldwell  
County Surveyor

*Edward C. Scholz*  
Edward C. Scholz  
Assistant County Surveyor

January 17, 1974  
Date

ST:fe

131-09-82 & 83

/// END OF DOCUMENT ///

FOR INTERNAL  
USE ONLY

Official copies can be obtained  
from the County Records Office

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name  
Street  
Address  
City & State

Jess W. Rice  
434 South Broadway  
Santa Maria, Calif. 93454

38141  
RECORDED AT REQUEST OF  
TITLY AMERICAN TITLE CO.  
BOOK 2373 PAGE 590  
NOV 23 8 00 AM '71

BOOK 2373 PAGE 590

OFFICIAL RECORDS  
SANTA MARIA COUNTY, CALIFORNIA

FEE \$ 6.80

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name  
Street  
Address  
City & State

AS DIRECTED ABOVE

"CONSIDERATION LESS THAN \$100.00."  
*Exempt Deed*  
DOCUMENTARY TRANSFER TAX \$.....  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES  
REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax - firm name

### Grant Deed

D.T.T.S. ....

TO 425 CA 18-69

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Barbara Ann Phillips

hereby GRANT(S) to Jess W. Rice, a married man

the following described real property in the unincorporated area of the  
County of Santa Barbara, State of California:

That certain real property described in Exhibit "A" attached  
hereto and made a part hereof.

Margarette Rice joins in the execution of this deed for the purpose of  
acknowledging that the consideration paid by her husband for the land herein  
described is her husband's separate property.

*Margarette Rice*  
Margarette Rice

October 5, 1971  
Date

Dated October 5, 1971

*Barbara Ann Phillips*

STATE OF CALIFORNIA }  
COUNTY OF Sacramento } SS.

On October 5, 1971 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Barbara Ann Phillips

known to me to be the person whose name is subscribed to the within  
instrument and acknowledged that she executed the same.  
WITNESS my hand and official seal.

Signature *Howard J. Schroeder*  
Howard J. Schroeder

Name (Typed or Printed)

HOWARD J. SCHROEDER  
NOTARY PUBLIC  
SACRAMENTO COUNTY, CALIFORNIA  
My Commission Expires April 3, 1973

(This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow or Loan No. \_\_\_\_\_

MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

**38144**

BOOK **2373** PAGE **591**

On Oct 20 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret Rice

Form 3001—(Individual) First American Title Company

known to me to be the person whose name is

subscribed to the within instrument and acknowledged to me

that SHE executed the same.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



Name (Typed or Printed)

(This area for official notarial use)

## EXHIBIT "A"

All that certain real property situate in the County of Santa Barbara, State of California, described as follows:

## PARCEL ONE:

The Northeast 1/4, Southeast 1/4; East 1/2 of the Southwest 1/4; North 1/2 of the Northwest 1/4; Southeast 1/4 of the Northwest 1/4, all in Section 1 Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances in and under said land.

## PARCEL TWO:

The East 1/2 of the Northwest 1/4; North 1/2 of the Northeast 1/4; Southwest 1/4 of the Northeast 1/4; West 1/2 of the Northwest 1/4; North 1/2 of the Southwest 1/4; Northwest 1/4 of the Southeast 1/4, all in Section 2, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

## PARCEL THREE:

The Northeast 1/4 of the Northwest 1/4 of Section 11, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances in and under said land.

## PARCEL FOUR:

The North 1/2 of Section 12, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

## PARCEL FIVE:

All of Section 36, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances in and under said land.

PARCEL SIX:

All of Section 35, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline and other hydrocarbon substances, in and under said land.

PARCEL SEVEN:

The Southwest 1/4, West 1/2 of the Southeast 1/4, Southeast 1/4 of the Southeast 1/4, all in Section 26, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

PARCEL EIGHT:

The South 1/2 of the Southwest 1/4, South 1/2 of the Southeast 1/4, South 1/2 of the Northeast 1/4 of the Southwest 1/4, South 1/2 of the Northwest 1/4 of the Southeast 1/4 all in Section 25, Township 11 North, Range 32 West, San Bernardino Meridian according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom all oil, gas, gasoline, and other hydrocarbon substances, in and under said land.

PARCEL NINE:

The Southeast 1/4 of the Northeast 1/4, the West 1/2 of the Northeast 1/4, and the Northeast 1/4 of the Southeast 1/4, all in Section 13, Township 10 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom 80% of the oil, gas, hydrocarbon substances and minerals, as excepted by Bens D. Sinclair, a widow, in deed dated March 30 1955, and filed for record April 13, 1955, as Instrument no. 6726 in the office of the County Recorder, which deed provides as follows

"Excepting therefrom 80% of the oil, gas, hydrocarbon substances and minerals, and Excepting and reserving to the grantor herein, the right to drill, mine produce and market said products with necessary rights of way therefor, together with 80% of the rents, royalties, bonuses and profits from the leasing or transfer of said oil, minerals, and mining rights."

Further excepting and reserving to Grantors an undivided 10% interest in all oil, oil rights, minerals, mineral rights, natural gas, natural gas

rights, and other hydrocarbons, by whatever name known, that may be within or under said land, together with the perpetual right of drilling, mining, exploring and operating therefor, and removing the same from said land or any other land, including the right to whipstock and directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines.

PARCEL TEN:

The South 1/2 of the Northwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northeast 1/4 of the Southeast 1/4, all in Section 25, Township 11 North, Range 32 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting from the South half of the Northeast quarter of the Southeast quarter of said Section 25 all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained therein, and further reserving to the State of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas, or gas and to prospect for, mine and remove such deposits, of other minerals from said land, and to occupy and use so much of the surface of said land as may be required therefor, upon compliance with the conditions and subject to the provisions of Chapter 5, Part 1, Division 6 of the Public Resources Code, as reserved in the Patent from the State of California to Louis Ralph Morris recorded April 3, 1943, as Instrument No. 2247 in Book 570, page 138 of Official Records.

PARCEL ELEVEN:

The South 1/2 of the Southeast 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 10 North, Range 32 West San Bernardino Meridian, according to the Official Plat of the survey of said land on file in the Bureau of Land Management.

PARCEL TWELVE:

The South half of Section 12, in Township 10 North, Range 32 West San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

Excepting therefrom an undivided one-half of all oil, gas, or other hydrocarbon substances in, on, or under the surface of said Parcel Twelve, as reserved in the Deed from James Frank Dorris, et al., to William P. Adam, recorded October 22, 1938 as Instrument No. 9214 in Book 443, page 490 of Official Records, which deed recites as follows:

Reserving and Excepting unto the grantors, and to their heirs and assigns for ever, an undivided one-half of all oil, gas, or other hydrocarbon substances in, on, or under, the surface of said lands and premises, to-



gether with the right, in conjunction with the other owners of said undivided one-half interest in said oil, gas, or other hydrocarbon substances to enter upon said premises for the purpose of drilling and prospecting for such oil, gas, and other hydrocarbon substances, together with all necessary rights of way and easements necessary for the enjoyment of such oil, gas, and mineral rights in and to said property, and without limiting the generality of the foregoing the right to lay, maintain and operate necessary roadways, telephone and telegraph lines, and pipe lines, together with the right of erecting and removing any buildings, machinery, pipe lines, or other property which may be erected or placed on said land in connection with the operation of said premises for oil, or gas. It is further agreed that none of the rights herein reserved to the grantors shall in fringes upon or interfere with any improvements upon said lands and premises without the payment to the party of the second part of a reasonable amount for any damage caused said party of the second part by any such entry and use.

It is further agreed that if oil, gas, or other hydrocarbon substances have not been found on said premises on or before 25 years from the date hereof, then and in that event full right to said lands and premises including the full right to all oil, gas, and other hydrocarbon substances, in, on or under the surface of said lands and premises shall belong to the said party of the second part.

PARCEL THIRTEEN:

The Southeast quarter of the Southwest quarter of Section 5, the North half of the Southeast quarter, the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 6, in Township 10 North, Range 31 West of San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

PARCEL FOURTEEN:

The North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 8 in Township 10 North, Range 31 West of San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

PARCEL FIFTEEN:

The North half of Lot 1 in the Northwest quarter (being the fractional Northeast quarter of the Northwest quarter) of Section 31, Township 11 North, Range 31, West of San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management.

EXCEPTING AND RESERVING to the grantors from the South half of the Northwest quarter of the Southwest quarter of Section 25, in Township 11 North, Range 32 West of San Bernardino Meridian of Parcel

10, and from said Parcels Eleven, Twelve, Thirteen, Fourteen and Fifteen above described, an undivided one-half interest in all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons, by whatever name known, owned by Grantors, that may be within or under said land, together with the perpetual right of drilling, mining, exploring and operating therefor, and removing the same from said land or any other land, including the right to whipstook and directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines.

Subject to the encumbrances of record.

/// / END OF DOCUMENT / / / /

25748

FORM 2409 (MAY 1991)

HOMER RICE  
P.O. Box 523  
SANTA MARIA, CALIF. 93450

### An Agreement For Sale of Real Estate

Executed February 21, 1972, by Jess W. Rice

Homer Rice as sold and separate property called seller and by  
Jess W. Rice called buyer relative  
to the sale and purchase of the following land in the County of Santa Barbara County, State of California:  
Attached Legal

## BY EXCLUDING

The North 1/2 of the South East 1/4 of the North East 1/4; The South West 1/4 of the North East 1/4; the South 1/2 of the North West 1/4; The North West 1/4 of the North West 1/4; The West 1/2 of the North East 1/4 of the North West 1/4; and the West 1/2 of the East 1/2 of the North East 1/4 of the North West 1/4; All in Section 12, Township 10 North, Range 32 West, San Bernardino Base and Meridian.

25748

Subject, however, to any existing public right-of-way easement for ingress and egress roads of record covering the above described, which right-of-way is intended for the mutual benefit of all property owners and conditions, restrictions, reservations and easements of record.

Buyer hereby covenants and agrees to pay to Seller for The Property the sum of \$ 52,500.00, which shall be the entire purchase price, to be paid as follows: \$ 2,000.00 cash in hand, receipt of which is hereby acknowledged, and 2,475.00 ~~or more~~ <sup>in</sup> installments on or before Feb. 21st day of each and every ~~year~~ <sup>year</sup> until paid, plus interest on the unpaid balance.

The first ~~monthly~~ <sup>annual</sup> payment shall begin on Feb. 21, 1972 ~~annually~~ <sup>annually</sup> payments as provided for shall be made on the same day of each and every ~~year~~ <sup>year</sup> thereafter until the purchase price has been paid in full. All payments shall be made payable to, and mailed to the Seller at Jess W. Rice 434 South Broadway

Santa Maria, California There shall be 1 7/8 INTEREST paid ~~on~~ <sup>on</sup> payments herein above provided for.

Buyer herein accepts subject to the encumbrances of record of a first trust deed in the amount of \$375,000.00 which contains a release clause.

The Buyer acknowledges that the Seller has promised no improvements to said property and is purchasing this undeveloped land as a speculative investment.  
( If This Applies, ) Sign Here Jess W. Rice  
Buyer sign here

Trust Account at: \_\_\_\_\_ Trust No. \_\_\_\_\_  
Buyer agrees:

To keep the buildings on said premises insured against loss by fire to the amount required by and in such insurance companies as may be satisfactory to the vendor, with appropriate clauses protecting vendor as his interest may appear.

To keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted); and to pay all taxes, water rents, and assessments as they become due and at least ten days before the same become delinquent.

That if he fails to comply with the terms of this agreement, seller shall be released from all obligation in law or equity to convey the property to buyer and all buyer's equities in the land, his improvements, and his right to possession shall be forfeited.

That should seller have to sue to enforce this agreement, buyer shall pay seller's reasonable attorney's fees, necessary expenses, and the cost of title evidence.

Seller agrees that when buyer has met and complied with the terms of this contract, except as modified by written agreement of the parties, he will execute and deliver to buyer a deed effective to convey title to the land to buyer free of encumbrances, made, suffered, or incurred by seller together with a policy of title insurance to be issued by... showing title in the condition provided for by this agreement, for a liability not exceeding the sale price herein stated.

Seller and buyer agree that this agreement shall be effective as to all their respective successors in interest; that time is of the essence of this contract; that whenever necessary the masculine includes the feminine; and that the singular includes the plural.

I AGREE: I, the Buyer, IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals effective the day and year first above written.

Witness \_\_\_\_\_ by Jess W Rice - his sole and separate property (Seal) Seller

Buyers Sign Here

Witness \_\_\_\_\_ x Norma Lopez (Seal)

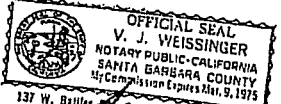
State of CALIFORNIA Dated: FEBRUARY 22<sup>ND</sup> 1972

County of SANTA BARBARA

On FEB 22 1972 before me, the undersigned, a Notary Public in and for said State personally appeared Jess W Rice

known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Notary Signature \_\_\_\_\_ 137 W. Billings Ave., Santa Maria, Calif. 93454

This area for Official Notarial Seal.

25718  
RECORDED AT REQUEST OF  
Norma Lopez  
BOOK 2409 PAGE 1291  
JUL 10 3 56 PM '72

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
SANTA BARBARA COUNTY RECORDER  
FEE \$4.00

AGREEMENT FOR SALE OF REAL ESTATE

TO	_____
DATE	_____ 1972

Documentary Transfer Tax \$ \_\_\_\_\_  
Computed on full value of property conveyed  
encumbrances remaining at time of sale

Signature of Declarant or Agent Determining Tax-Rate Name \_\_\_\_\_

/// / END OF DOCUMENT / / / /