

A T T A C H M E N T
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GRANT of OPEN SPACE EASEMENT
AND AGREEMENT
(Casa Dorinda)

**Recording requested by
County of Santa Barbara**

When recorded mail to:
County of Santa Barbara
General Services Department
Real Property Division
Will Call

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 009-640-001

GRANT OF OPEN SPACE EASEMENT AND AGREEMENT

THIS GRANT OF OPEN SPACE EASEMENT (referred to herein as "GRANT OF EASEMENT") is made this ___ day of September, by the MONTECITO RETIREMENT ASSOCIATION (also known as "CASA DORINDA"), a California non-profit public benefit corporation (referred to herein as "GRANTOR") to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (referred to herein as "COUNTY").

Recitals

A. GRANTOR is the owner in fee simple of certain real property located in the unincorporated area of the County of Santa Barbara, commonly known as 300 Hot Springs Road, Santa Barbara, California, currently identified as Assessor's Parcel Nos. 009-640-001, consisting of approximately 47.31 acres, located in the unincorporated community of Montecito, State of California, described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by this reference ("Property"); and

B. GRANTOR owns and operates a retirement community on the Property known as Casa Dorinda pursuant to a Conditional Use Permit issued by COUNTY (90-CP-091) ("1990 CUP"); and

C. Pursuant to conditions of approval imposed on the 1990 CUP, GRANTOR executed and conveyed to COUNTY a "Grant of Open Space Easement" dated November 24, 1992 and recorded in the Official Records of the County of Santa Barbara on January 26, 1993 as Document No. 93-006303 ("1992 Open Space Easement") which dedicated approximately 18.6 acres on the Property for open space purposes; and

D. GRANTOR executed and conveyed to COUNTY a "Modification of Open Space Easement" recorded in the Official Records of the County of Santa Barbara on June 12, 2001 as Document No. 2001-0047157 ("2001 Modification"), which document terminated GRANTOR's obligations under the 1992 Open Space Easement with respect to approximately 95,000 square feet of the 18.6 acres described in the 1992 Open Space Easement because GRANTOR conveyed to the COUNTY the right to construct a debris basin thereon; and

E. GRANTOR has applied to the COUNTY for a Revision (Case No. 14RVP-00000-00005) to the 1990 CUP in order to construct improvements to the Casa Dorinda campus (“2016 CUP Revision”); and

F. On May 18, 2016, the Montecito Planning Commission approved GRANTOR’s application for the 2016 CUP Revision which included modifications to the existing Open Space Easement. Accordingly, the conditions of approval included (i) Condition No. 14, the text of which is attached hereto as Exhibit C-1 (“Condition 14”), which condition requires that GRANTOR prepare and implement a revised Open Space Management Plan, and (ii) Condition No. 36, the text of which is attached hereto as Exhibit C-2 (“Condition 36”), which condition requires that GRANTOR grant a new open space easement for 21.73 acres of the Property in lieu of the 1992 Open Space Easement; and

G. COUNTY is a political subdivision of the State of California and is authorized to acquire and hold an open space easement in accordance with the terms of Government Code Section 51080; and

H. GRANTOR agrees to convey this Open Space Easement to COUNTY to ensure that the EASEMENT AREA (as defined herein below) will be restored, maintained, and protected forever as provided in this Open Space Easement, and that uses of the land that are inconsistent with the Purpose of this Easement (as defined herein below) will be prevented or corrected; and

Deed and Agreement

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, GRANTOR hereby grants and conveys to COUNTY, its successors and assigns, and COUNTY hereby accepts, a perpetual Open Space Easement pursuant to Government Code Section 51070-51097 in, upon, over, across and through that certain 21.73-acre portion of the Property described in Exhibit D and depicted in Exhibit E as the Open Space Easement Area, both of which are incorporated herein by this reference (“EASEMENT AREA”).

14. GENERAL PROVISIONS

A. This Easement is granted pursuant to Government Code Sections 51070-51097, in, upon over or across and through that certain portion of the PROPERTY described in Exhibit D and depicted in Exhibit E as the EASEMENT AREA and incorporated by reference herein.

B. This EASEMENT is non-exclusive and is granted for the specific purposes herein described.

C. The purpose of this EASEMENT is to impose upon GRANTOR certain covenants, conditions, and restrictions pertaining to the EASEMENT AREA. In granting this EASEMENT, the GRANTOR'S intention and objective are to limit all activities within the EASEMENT AREA to those which are in conformance with the requirements of the revised Open Space Management Plan, and to provide COUNTY the express right to prevent the development of the EASEMENT AREA for any purpose or in any manner that will conflict with the preservation of the EASEMENT AREA.

D. Notwithstanding any of the provisions of this GRANT OF EASEMENT, nothing herein shall interfere with the right of any party under existing private or public easements located within the EASEMENT AREA, including but not limited to Santa Barbara County Parks Department hiking and equestrian trail easements, Santa Barbara County Flood Control District easements, public and private utility easements, and private access easements.

15. RESPONSIBILITIES OF GRANTOR

A. GRANTOR covenants and agrees for itself, its successors and assigns, that except as provided in the RESERVATION OF RIGHTS set forth below in Paragraph 3, GRANTOR, its successors and assigns SHALL NOT:

- 1) Erect, place or maintain any improvement, building or structure on the EASEMENT AREA.
- 2) Cut, uproot, remove or otherwise cause the cutting, uprooting or removal of vegetation within the EASEMENT AREA except as provided in Paragraph 2B;
- 3) Place graded soil against the tree trunks within the EASEMENT AREA or place debris within the creek beds;
- 4) Graze or expressly authorize others to graze livestock within the EASEMENT AREA including goats or other animals for fuel management purposes;
- 5) Operate or expressly authorize others to operate trucks or heavy equipment within the EASEMENT AREA unless required to maintain the EASEMENT AREA as provided in Paragraph 2B or unless required by a bonafide emergency as reasonably determined by GRANTOR;
- 6) Establish or maintain additional trails, exotic plantings, or other encroachments on the EASEMENT AREA, with the exception of (i) trails authorized by the Open Space Management Plan or the Grant of Easement for Riding and Hiking Trails executed by Grantor and recorded concurrently with this Grant of Easement), and (ii) access required to maintain the EASEMENT AREA as provided in Paragraph 2B, such as access to restoration areas or mowed fuel breaks required by the Montecito Fire Protection District for fuel management purposes;
- 7) Remove the lower branches from native trees or shrubs within the EASEMENT AREA except where such removal is specifically required due to safety and health concerns;
- 8) Plant additional plant or vegetative material within the EASEMENT AREA except as specified in the Open Space Management Plan or the Riparian Habitat Restoration Plan, and when approved and supervised by a biologist or botanist approved by COUNTY'S Planning and Development Department;
- 9) Establish or maintain any cutting garden or any other cultivated area within the EASEMENT AREA;

10) Use or expressly authorize the use of the EASEMENT AREA for any purpose except as open space consistent with the stated purposes and covenants, restrictions, conditions, limitations and reservations of this grant;

11) Alter soil level at oak trunks and under the drip line of oak trees;

12) Trench near major tree roots or under the drip line of oak trees; and

13) Install lighting fixtures, wiring, trenching, or utilities within the EASEMENT AREA except for irrigation lines, controllers and related facilities required to implement the Open Space Management Plan.

B. GRANTOR covenants and agrees for itself, its successors and assigns, that GRANTOR, its successors and assigns SHALL:

1) In accordance with Condition 14 of the 2016 CUP Revision, revise and update the Open Space Management Plan prepared by Watershed Environmental dated March 24, 2009 to correspond to the modified open space easement boundaries and to define immediate and future management actions within the open space area to promote long term and sustainable ecological functions including specific habitat restoration and management requirements to address, at a minimum, hand or other removal techniques of invasive and non-native plants, restoration of at least five (5) acres of oak woodland habitat, and maintenance of vegetation to achieve screening and buffering for surrounding residences and public views and roadways, and to achieve fuel management mandates. The management goal is to restore and enhance oak woodland habitat and improve wildlife habitat quality for birds and small mammals. The management objectives are: 1) to attain 80 percent native vegetation cover after five years beneath the tree canopy where habitat restoration/enhancement occurs, and 2) to remove existing nonnative vegetation including understory groundcover, shrubs, and trees within the entire dedicated open space area.

2) Covenant that management of the EASEMENT AREA shall be the responsibility of the GRANTOR and will follow and implement the stewardship and management practices specified in the revised Open Space Management Plan required by Condition No. 14 of the 2016 CUP Revision.

3) Provide an agreement for long-term monitoring and establish a fund for monitoring costs as required by Condition No. 36 of the 2016 CUP Revision.

4) Allow County Staff or designees to inspect and photo document the condition of the easement area, fencing, signs and plantings at least once per year, and

5) Complete any repairs or restoration required by the County or designees.

16. RESERVATION OF RIGHTS

A. GRANTOR reserves unto itself, its successors and assigns, the following rights with respect to the EASEMENT AREA.

1) The right to enter upon and use the EASEMENT AREA in any manner consistent with the revised Open Space Management Plan, as scenic open space and relatively natural habitat; and

2) The right to enter upon and use the EASEMENT AREA for passive recreation purposes such as bird watching or walking in a manner consistent with the revised Open Space Management Plan. Domestic animals must be accompanied by a person under the direct control of that person by leash, bridle or halter.

B. GRANTOR reserves unto itself, its successors and assigns, the right to erect, place or maintain minor improvements, buildings, or structures within the EASEMENT AREA so long as said improvements, buildings, or structures are consistent with the stated purpose of this EASEMENT and the provisions of the revised Open Space Management Plan; provided, however, that no such action shall be taken by GRANTOR, its successors and assigns, without first obtaining the written determination of the COUNTY, that the proposed action is consistent with the purpose of this EASEMENT and the provisions of the revised Open Space Management Plan.

C. Said rights are reserved for the benefit of GRANTOR, and its successors and assigns, as appurtenant rights to ownership of the PROPERTY and for such other persons as GRANTOR, or GRANTOR'S successors and assigns, may permit to engage in such uses.

17. RIGHT OF ENTRY

GRANTOR grants to COUNTY, its successors and assigns, in perpetuity, the right to enter on the EASEMENT AREA on reasonable written notice to the GRANTOR, its successors and assigns, to inspect, survey, investigate, monitor, observe and enforce compliance with the terms of this Grant of Easement. The right to enter on the EASEMENT AREA shall be exercised only by appropriate COUNTY staff. COUNTY'S entrance upon or use of the EASEMENT AREA shall be used solely for the limited purpose of monitoring, through site inspection, survey, investigation and photo documentation, the EASEMENT AREA to determine whether GRANTOR is complying with this EASEMENT, and for enforcement of COUNTY'S rights described in this Grant of Easement.

18. RIGHTS AND RESPONSIBILITIES OF COUNTY

A. COUNTY shall have the right to remove any building, structure, improvement or other things, built, erected or placed on the EASEMENT AREA contrary to the purposes of this EASEMENT and the reservations of this EASEMENT, and shall have the right to prevent or prohibit any activity which is contrary to the stated purposes, terms, conditions, restrictions and covenants of this EASEMENT or inconsistent with the revised Open Space Management Plan. COUNTY may enforce the terms of this agreement by proceedings in the Superior Court of the State of California, including injunctions, specific performance, and other remedies.

B. Should GRANTOR, its successors or assigns, undertake any activity in violation of this EASEMENT, COUNTY and its successors and assigns, shall have the right to compel the restoration of that portion of the EASEMENT AREA affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the costs of such restoration and COUNTY'S expenses and costs of suit, including attorney's fees, shall be borne by GRANTOR or those of its successors or assigns against whom judgment is entered, or, in the event that COUNTY secured redress without a completed judicial proceeding, by GRANTOR or those of its successors or assigns who are otherwise determined to be responsible for the unauthorized activity.

C. Any forbearance by COUNTY to exercise any of COUNTY'S rights hereunder in the event of any breach thereof by GRANTOR, its successors and assigns, shall not be deemed or construed to be a waiver of COUNTY'S rights hereunder.

19. SUBJECT TO CONDITIONS OF RECORD

This grant is subject to all rights, covenants, conditions, easements and other matters of record and shall not abrogate, impair or otherwise affect any rights that persons other than GRANTOR may have to use the PROPERTY or EASEMENT AREA pursuant to any such rights, covenants, conditions, easements and other matters of record.

20. PUBLIC ACCESS NOT AUTHORIZED

This EASEMENT does not grant any right to the public or to COUNTY to enter onto the PROPERTY or the EASEMENT AREA or to conduct thereon any activity whatsoever, except that COUNTY shall have the right to enter onto the EASEMENT AREA as set forth in Paragraph 4 herein.

21. GRANT OF EASEMENT

Nothing contained herein shall be construed as a grant or other conveyance to COUNTY or any other party, including without limitation the public, of the fee simple interest in the EASEMENT AREA or any portion thereof, or a right of access or entry for any purpose other than as expressly stated herein. GRANTOR expressly reserves to itself and its successors or assigns such fee simple interest and the right to convey to any person or entity such fee simple interest and such other rights to all or any portion of the EASEMENT AREA, subject to the rights of the COUNTY herein.

22. SUBORDINATION

At COUNTY's request, GRANTOR shall obtain from the holder of any mortgage or deed of trust encumbering the Property an agreement to subordinate its rights in the Property to this Open Space Easement to the extent necessary for the COUNTY to enforce the purpose hereof in perpetuity and to prevent any modification or extinguishment of this Open Space Easement by the exercise of any rights of the mortgage or deed of trust holder.

23. TRANSFER BY COUNTY

The easement may be dedicated to, or transferred to a qualified non-profit organization upon approval of the Santa Barbara County Director of Planning & Development Department and acceptance by a qualified non-profit organization's Board of Directors, subject to the approval of the GRANTOR which may not be unreasonably withheld.

24. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method or service where receipt is confirmed, addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

To GRANTOR: Montecito Retirement Association
 Attn: Brian McCague, Chief Executive Director
 350 Hot Springs Road
 Montecito, CA 93108
 805 969-8028
 Email: bmccague@casadorinda.org

To COUNTY: Real Property Division
 County of Santa Barbara
 General Services Department
 1105 Santa Barbara Street,
 Second Floor, Courthouse East Wing
 Santa Barbara, CA 93101
 Attn: Don Grady, Real Property Manager
 (805) 568-3065
 dgrady@countyofsb.org

With a copy to: County of Santa Barbara
 Planning & Development Department
 123 E. Anapamu Street
 Santa Barbara, CA 93101
 Attn: Joyce Gerber
 (805) 568-3518
 jgerber@co.santa-barbara.ca.us

25. ENTIRE AGREEMENT

This instrument with the incorporated Exhibits herein sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings or agreements relating to the Property, all of which are herein merged.

26. EXHIBITS

The Exhibits attached hereto are incorporated herein by this reference:

- EXHIBIT A: Property legal description
- EXHIBIT B: Depiction of Open Space Easement Area
- EXHIBIT C-1: 2016 CUP Revision Condition 14
- EXHIBIT C-2: 2016 CUP Revision Condition 36
- EXHIBIT D: Open space easement area legal description
- EXHIBIT E: Open space easement area depiction

COUNTY APPROVAL AS TO FORM

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By: _____
Steven Baugh
Deputy County Counsel

By: _____
Auditor-Controller

APPROVED:

APPROVED:

By: _____
Don Grady
Real Property Manager

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

EXHIBIT A

Property Legal Description

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

PARCEL ONE:

That portion of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California, shown as "29.151Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

Except all water and water rights, together with all water and water rights in and of the Hot Springs Branch of the Montecito Creek and the Springs and the source thereof, as granted to Kenneth H. Hunter, et al., by Quitclaim Deeds recorded February 6, 1966 as Instrument No. 4934, 4935 and 4936 in Book 2221, Pages 120, 121 and 124, respectively, of Official Records.

PARCEL TWO:

That portion of the Outside Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California, shown as "19.208 Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof conveyed to the County of Santa Barbara, by deed recorded March 15, 1973 as Instrument No. 9901 in Book 2452, Page 304 of Official Records.

PARCEL THREE:

An easement for road and public utility purposes over all of that certain property described as Parcel One in the deed to Eric P. Ramstrum, et ux., recorded October 16, 1962 as Instrument No. 43340 in Book 1957, Page 72 of Official Records.

PARCEL FOUR:

An easement for sewer purposes over a strip of land twenty feet in width lying Northeasterly of and adjacent to the Southwesterly line of Parcel Two as contained in deed recorded October 16, 1962, as Instrument No. 43340 in Book 1957, Page 72 of Official Records, the Northerly line of said easement to be shortened to connect with the Easterly line and the Northwesterly line of said parcel.

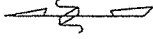
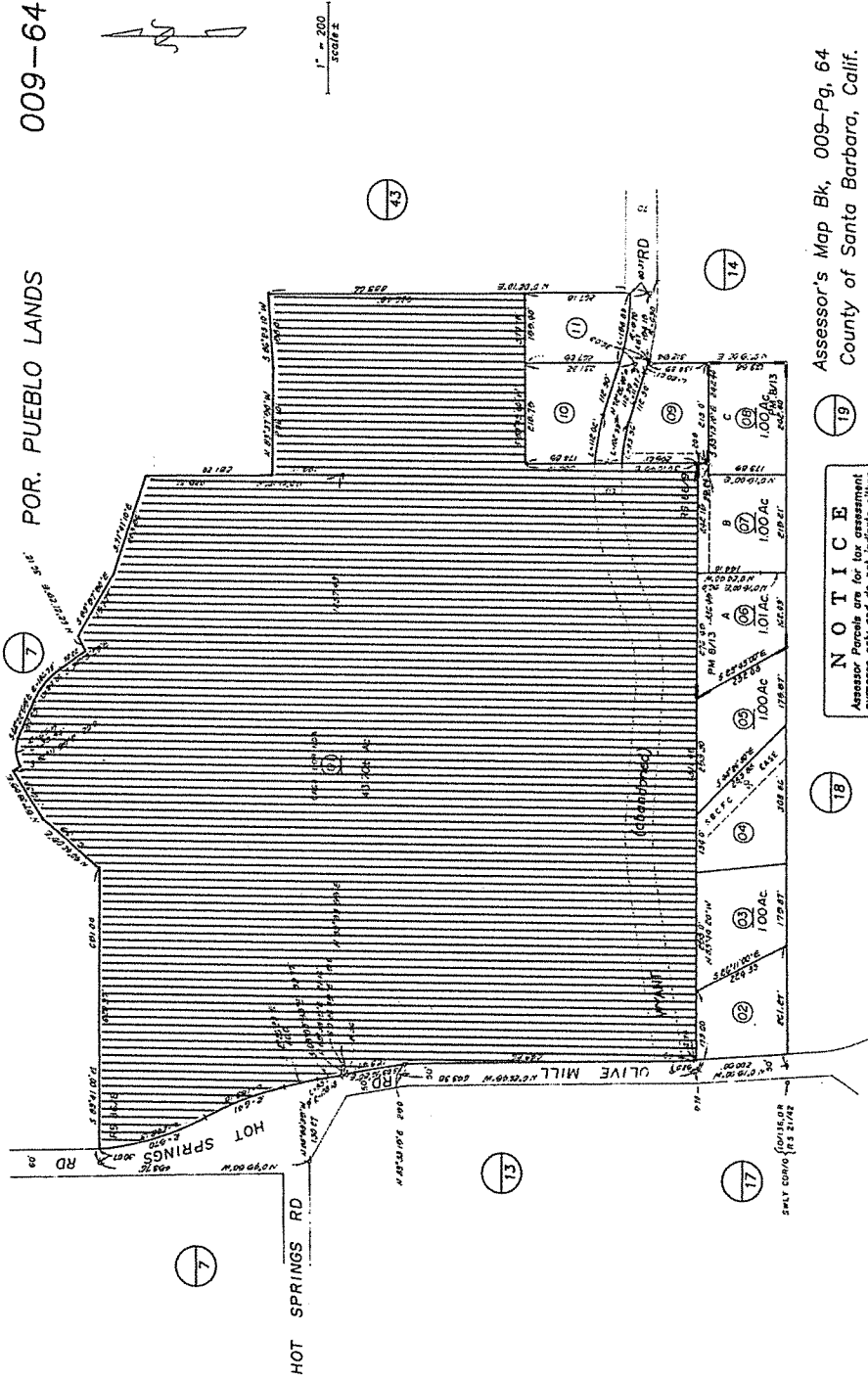
APN: 009-640-001

EXHIBIT B

Property Depiction

009-64

POR. PUEBLO LANDS



1" = 200'
SCALE 2

Assessor's Map Bk, 009-Pg, 64
County of Santa Barbara, Calif.

NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

02/03

EXHIBIT C-1

2016 CUP Revision Condition 14

16. **Bio-Sp1 – Open Space Management Plan.** The Open Space Management Plan prepared by Watershed Environmental dated March 24, 2009 shall be completely revised and updated to correspond to the modified open space easement boundaries and to define immediate and future management actions within the open space area to promote long term and sustainable ecological functions including specific habitat restoration and management requirements to address, at a minimum, hand or other removal techniques of invasive and non-native plants, restoration of at least five (5) acres of oak woodland habitat, and maintenance of vegetation to achieve screening and buffering for surrounding residences and public views and roadways, and to achieve fuel management mandates. The use of goats or other livestock for fuel management or any other purpose shall be prohibited. This prohibition shall not apply to equestrian use of the trails. The management goal is to restore and enhance oak woodland habitat and improve wildlife habitat quality for birds and small mammals. The management objectives are: 1) to attain 80 percent native vegetation cover after five years beneath the tree canopy where habitat restoration/enhancement occurs and 2) Remove existing nonnative vegetation including understory groundcover, shrubs, and trees within the entire dedicated open space area. The Open Space Management Plan shall include the following:

- (i) A Wildlife Management Plan that assesses wildlife use and includes specific measures for protecting and promoting wildlife use of the open space areas such as:
 - Improving habitat for target wildlife species such as bobcats, brush rabbits and California quail,
 - Improving the ability for terrestrial wildlife to move through the open space areas by providing appropriate groundcover, shelter, and respite areas, and
- (ii) A Tree Management Plan applicable during and after construction that provides for the monitoring, management, and care for the oaks as well as all specimen eucalyptus and olive trees in the Open Space Easement Area, and
- (iii) Specific and measurable performance standards similar to those used in the riparian restoration area (Condition #9) to be used in determining the extent to which the goals and objectives of the Plan(s) are being achieved, and
- (iv) A protocol for annual inspections to be performed at least twice a year for five years and status reports to be submitted by May 15th of each year to the Director of Planning and Development and the Montecito Planning Commission for the first five years after Plan approval (similar to those used in the riparian restoration area -Condition 9), a protocol for ongoing inspections and reports following the end of the initial five-year period, and a protocol for periodic review and update of the Plan, including, as needed, revisions to address changed circumstances, subject to review and comment by the MPC and the review and approval of the Director of Planning and Development. These reports can be provided to the Montecito Planning Commission upon their request following the initial five-year period.

PLAN REQUIREMENTS: The Owner/Applicant shall update the Open Space Management Plan and submit it to P&D for review and approval.

TIMING: The Open Space Management Plan shall be submitted to the MPC for review and comment prior to P&D's review and approval. P&D shall review and approve the Open Space Management Plan prior to Zoning Clearance issuance.

MONITORING: P&D shall confirm that the Open Space Management Plan has been updated in accordance with these requirements prior to Zoning Clearance issuance. Compliance monitoring staff shall review the annual reports as set forth in the Plan and conduct site inspections as necessary to ensure compliance with the approved Plan, and shall respond to complaints.

EXHIBIT C-2

2016 CUP Revision Condition 36

38. **SpBio-06 Open Space Easement.** The Owner/Applicant shall complete a real property exchange pursuant to Government Code Section 25365, wherein the County would exchange approximately 18.6 acres of existing, dedicated open space easement located on APN 009-640-001 shown in Attachment 9 of the Montecito Planning Commission memorandum dated November 12, 2015, for 18.6 acres of open space easement in a different configuration on the same parcel. The Owner/Applicant shall also offer to dedicate to the County of Santa Barbara an additional 3.13 acres of open space adjacent to the reconfigured 18.6 acres. The new easement area, consisting of the 18.6 acres of exchanged land and the additional 3.13 acres, is shown in Attachment 9 of the Montecito Planning Commission memorandum dated November 12, 2015. As part of the exchange, the Owner/Applicant shall record an easement for the entire 21.73-acre open space easement. The easement shall contain the following language: *The easement may be dedicated to, or transferred to a qualified non-profit organization upon approval of the Director of P&D and acceptance by the qualified non-profit organization's Board of Directors, subject to the approval of the Owner/Applicant which may not be unreasonably withheld.* In addition, the Owner/Applicant shall provide an agreement for long-term monitoring and establish a fund for monitoring costs reviewed and approved by P&D and County Counsel and docketed with the Board of Supervisors prior to issuance of the first Zoning Clearance for any development under 14RVP-00000-00005. The easement shall also state that management of the open space easement area shall be the responsibility of the Owner and shall follow the stewardship and management practices specified in the revised Open Space Management Plan required by Condition 14 of 15RVP-00000-00005. In addition to the elements described in Condition 14 of 15RVP-00000-00005, the revised Open Space Management Plan shall include a component addressing restoration and continued protection of the native understory for the life of the project. Restrictions in the current recorded easement agreement shall be incorporated into the new easement agreement. The owner shall allow County staff or designees to inspect and photo document the condition of the easement area, fencing, signs, plantings at least once per year and the owner must complete any repairs or restoration required by the County or designees.

TIMING: Not more than six months prior to acceptance of the easement, the Owner/Applicant shall provide a current Title Report. The easement shall be accepted by the Board of Supervisors and recorded on the title, and the endowment established, prior to issuance of the first Zoning Clearance for any development permitted as part of 14RVP-00000-00005.

MONITORING: P&D compliance monitoring staff or designees shall:

(a) inspect and photo document the condition of easement area, fencing, signs, plants, etc prior to Final Building Inspection Clearance and ANNUALLY or as often as deemed necessary by the County thereafter; and

(b) Review the reports submitted to the Director of Planning and Development pursuant to Bio-Sp1 (Condition No. 14) and conduct site inspections as necessary to confirm compliance.

EXHIBIT D
LEGAL DESCRIPTION
OPEN SPACE EASEMENT AREA

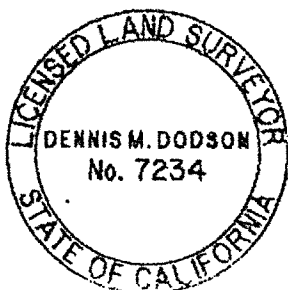
That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel and that certain 19.208 Acre parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California described as follows:

Beginning at the Northwest corner of said 29.151 Acre Parcel thence along the Easterly boundary line of the land conveyed to the County of Santa Barbara by deed recorded March 15, 1973 as Instrument No. 9901 in Book 2452 Page 304 of Official Records North $9^{\circ}03'58''$ West 53.77 feet; continuing along said Easterly boundary line North $12^{\circ}26'23''$ West 39.15 feet; thence leaving said Easterly boundary line North $77^{\circ}18'52''$ East 20.72 feet; thence South $12^{\circ}41'08''$ East 6.61 feet; thence North $77^{\circ}18'52''$ East 4.13 feet; thence North $12^{\circ}41'08''$ West 6.61 feet to a point on a non-tangent curve with a radius of 25.00 feet concave Northwesterly whose radial center bears North $12^{\circ}41'08''$ West, thence Northeasterly along said curve through a central angle $55^{\circ}00'00''$ an arc distance of 24.00 feet to the beginning of a reverse curve with a radius of 25.00 feet concave Southeasterly whose radial center bears South $67^{\circ}41'08''$ East; thence Northeasterly through a central angle of $55^{\circ}00'00''$ an arc distance of 24.00 feet; thence North $77^{\circ}18'52''$ East 9.00 feet; thence South $38^{\circ}49'56''$ East 2.75 feet; thence North $79^{\circ}20'19''$ East 80.75 feet; thence North $13^{\circ}53'33''$ East 2.75 feet; thence North $84^{\circ}05'11''$ East 46.64 feet to the beginning of a tangent curve concave Southwesterly having a radius of 20.00 feet; thence Southeasterly along said curve through a central angle of $91^{\circ}30'00''$ an arc distance of 31.94 feet; thence South $04^{\circ}24'49''$ East 100.00 feet; thence South $86^{\circ}35'39''$ West 20.00 feet; thence South $03^{\circ}24'21''$ East 45.00 feet; thence North $86^{\circ}35'39''$ East 20.00 feet to a point on a non-tangent curve with a radius of 190.00 feet concave Northeasterly whose radial center bears North $75^{\circ}24'17''$ East, thence Southeasterly along said curve through a central angle $26^{\circ}30'20''$ an arc distance of 87.90 feet; thence South $41^{\circ}06'03''$ East 60.00 feet to the beginning of a tangent curve concave Northeasterly having a radius of 180.00 feet; thence Southeasterly along said curve through a central angle of $42^{\circ}20'07''$ an arc distance of 133.00 feet; thence South $35^{\circ}42'02''$ East 45.20 feet; thence North $53^{\circ}47'30''$ East 26.21 feet; thence North $83^{\circ}20'46''$ East 54.20 feet; thence South $86^{\circ}11'50''$ East 54.03 feet; thence North $9^{\circ}52'47''$ East 17.52 feet; thence South $73^{\circ}09'17''$ East 65.05 feet; thence North $83^{\circ}30'15''$ East 57.78 feet; thence South $78^{\circ}03'33''$ East 82.72 feet to the beginning of a tangent curve concave Northerly having a radius of 130.00 feet; thence Easterly along said curve through a central angle of $32^{\circ}07'15''$ an arc distance of 72.88 feet; to the beginning of a reverse curve with a radius of 16.00 feet concave Southwesterly; thence

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EXHIBIT D
LEGAL DESCRIPTION

Southeasterly through a central angle of $85^{\circ}30'00''$ an arc distance of 23.88 feet; thence South $24^{\circ}40'44''$ East 40.00 feet; to the beginning of a tangent curve concave Northeasterly having a radius of 65.00 feet; thence Easterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 102.10 feet to the beginning of a reverse curve with a radius of 32.00 feet concave Southwesterly; thence Easterly through a central angle of $75^{\circ}00'00''$ an arc distance of 41.89 feet to the beginning of a reverse curve with a radius of 55.00 feet concave Northerly; thence Easterly through a central angle of $83^{\circ}00'00''$ an arc distance of 79.67 feet; thence South $29^{\circ}55'42''$ East 80.37 feet; thence North $85^{\circ}27'42''$ East 125.58 feet; thence North $62^{\circ}19'26''$ East 108.52 feet to the beginning of a tangent curve concave Northwesterly having a radius of 300.00 feet; thence Northeasterly along said curve through a central angle of $57^{\circ}13'24''$ an arc distance of 299.62 feet; thence North $5^{\circ}06'02''$ East 199.81 feet; thence South $89^{\circ}36'03''$ East 138.82 feet; thence North $26^{\circ}19'54''$ East 42.69 feet to the Northerly boundary line of said 29.151 Acre Parcel; thence along said Northerly boundary line North $86^{\circ}23'10''$ east 45.44 feet to the Northeasterly corner thereof; thence along the Easterly boundary line of said 29.151 Acre Parcel South $0^{\circ}02'10''$ West 566.48 feet to the Southeasterly corner thereof; thence along the Southerly boundary line of said Parcel South $89^{\circ}49'00''$ West 374.15 feet; thence along the Easterly boundary line of said Parcel South $0^{\circ}10'45''$ East 380.31 feet to the Southeasterly corner of said 29.151 Acre Parcel; thence along the Southerly boundary line of said Parcel North $89^{\circ}44'20''$ West 1336.45 feet to the Southwesterly corner thereof; thence along the Westerly boundary line of said 29.151 Acre Parcel North $3^{\circ}44'15''$ West 5.70 feet; thence North $0^{\circ}26'45''$ West 649.98 feet; thence North $89^{\circ}33'15''$ East 25.00 feet; thence North $9^{\circ}16'20''$ West 129.47 feet to the beginning of a non-tangent curve having a radius of 108.18 feet concave Westerly whose radial center bears South $82^{\circ}51'55''$ West; thence Northerly along said curve through a central angle of $4^{\circ}25'35''$ an arc distance of 8.36 feet to the Northwest corner of said 29.151 Acre Parcel and the point of beginning.

Containing 21.73 Acres

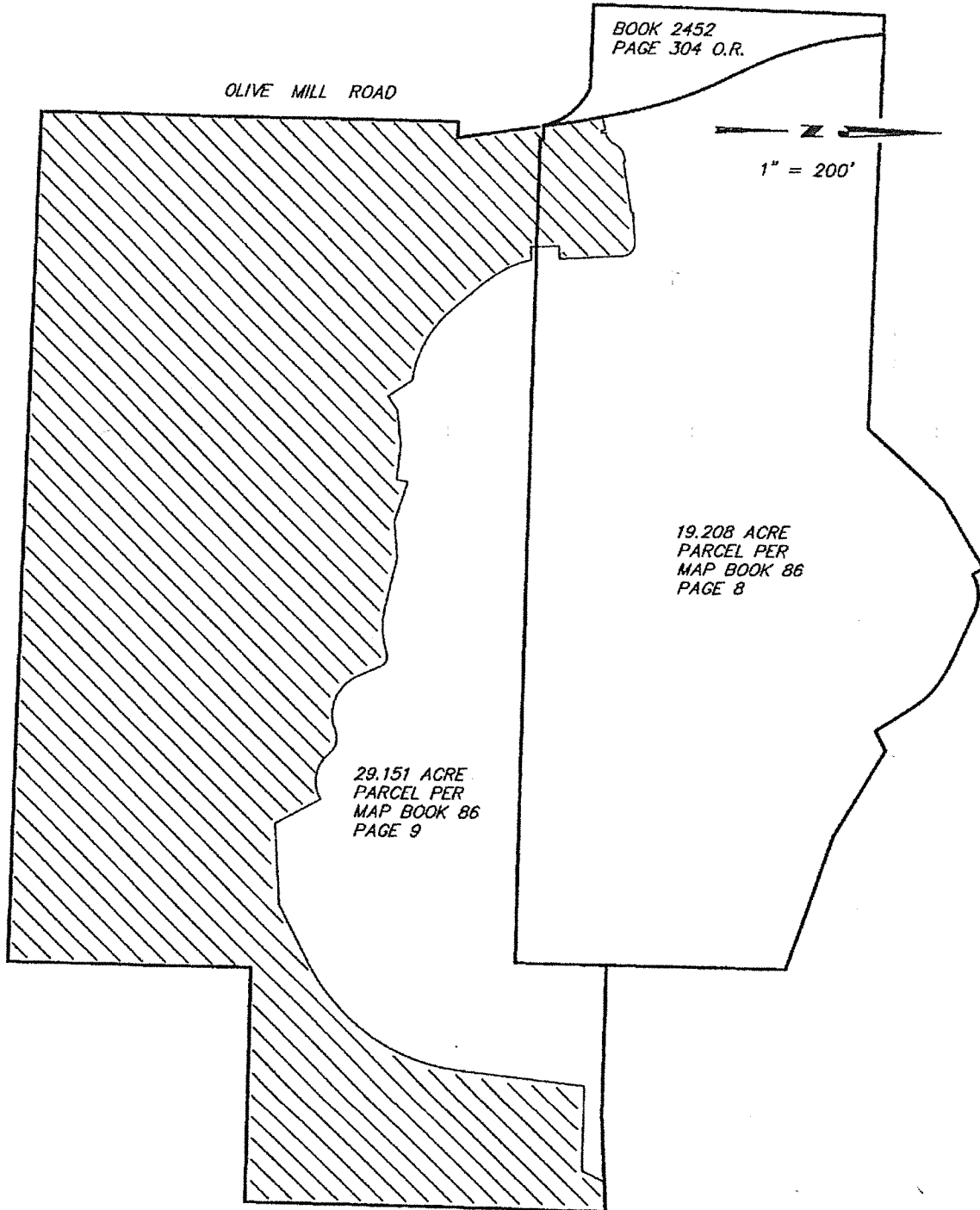


A handwritten signature in black ink, appearing to read "Dennis M. Dodson", written over a horizontal line.

Dennis M. Dodson
LS 7234

License Expiration Date: 12-31-16

**EXHIBIT
OPEN SPACE EASEMENT AREA**



CERTIFICATE OF ACCEPTANCE

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

THIS IS TO CERTIFY that this Grant of Open Space conveyed by the Grant of Open Space Easement and Agreement dated September 20, 2016, from MONTECITO RETIREMENT ASSOCIATION (also known as "CASA DORINDA"), a California non-profit public benefit corporation as GRANTOR, to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as COUNTY, is hereby accepted by Order of the Board of Supervisors on September 20, 2016, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer. Said easement is accepted for the purposes of regulation and control for the benefit of the people of the County of Santa Barbara.

WITNESS my hand and official seal this _____ day of September 2016

CLERK
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Steven Baugh
Deputy County Counsel