

ANDREW W. CHRISTMAN<sup>†‡</sup>  
DUGAN P. KELLEY<sup>†‡</sup>  
MATTHEW M. CLARKE<sup>†‡</sup>

<sup>†</sup> LICENSED IN CALIFORNIA

<sup>‡</sup> LICENSED IN TEXAS

<sup>°</sup> LICENSED IN ALABAMA



**CHRISTMAN | KELLEY**  
A T T O R N E Y S  
DALLAS | SANTA BARBARA

BRETT A. NELSON<sup>†Δ°</sup>  
MARK T. COFFIN<sup>†</sup>  
KENTON S. BRICE<sup>‡</sup>  
MATTHEW N. MONG<sup>†</sup>

<sup>Δ</sup> LICENSED IN IOWA

<sup>°</sup> LICENSED IN ILLINOIS

<sup>°</sup> LICENSED IN USVI

February 24, 2014

**Via Hand Delivery**

David Villalobos  
PLANNING AND DEVELOPMENT DEPARTMENT  
David Villalobos  
123 East Anapamu Street  
Santa Barbara, CA 93101

**RECEIVED**

FEB 24 2014

S.B. COUNTY  
PLANNING & DEVELOPMENT

**Re: Petition for Termination of Nonconforming Use**

Dear Mr. Villalobos:

Enclosed, please find Petitioner Kelly Rose's: (1) list of witnesses; and (2) exhibits. Please feel free to contact our office if you have any questions about the enclosed documents. Thank you.

Sincerely,

Matthew N. Mong

MNM/ar  
Enclosures

**DALLAS OFFICE**  
2570 JUSTIN ROAD, STE 240  
HIGHLAND VILLAGE, TX 75077  
PHONE: 972.253.4440

**CHRISTMAN KELLEY & CLARKE, PC**  
WWW.CHRISTMANKELLEY.COM  
FAX: 866.611.9852

**SANTA BARBARA OFFICE**  
1334 ANACAPA STREET  
SANTA BARBARA, CA 93101  
PHONE: 805.884.9922

### **WITNESS LIST**

1. Kelly Rose
2. William Grove
3. Joe Grove

# **EXHIBIT 28**

INSPECTION REPORT



## REPORT OF HEARINGS, INTERVIEWS AND ACTION

INDICATE PERSONS PRESENT AND PLACE OF HEARINGS

<b>WORK COMP</b>	<b>CARRIER:</b>
<b>INFO:</b>	<b>POLICY NUMBER:</b> <b>POLICY TERM:</b> <b>Eff. Date:</b>
<b>DATE</b>	
3/20/06	Mtg w Mr. & Mrs. Grove & their atty, Paul Wilcox.
	Ad inquired what is the jist of the business:
	The defendant has a commercial horse boarding & training facility, & @ the present time two individuals reside on the property. 1. Betty Craig, who executed a signed agreement with the defendant to start services on March 1, 2005. 2. The second ranch hand is the niece of the defendant, Melissa Todd, who also has a contract & the contract was in effect 09/01/04.
	The defendant seeks employment via inquiring with other trainers in the community. The def obtains boarding of horses via word of mouth. Ad inquired:
	What is capacity or maximum occupancy for the horses? 40, at presently, I have 17-18 boarders. The def stated he does not get involved w/the operations & leaves the operations up to the trainers.
	<b>Terms:</b>
	The def has inside stalls in which horses inside are fed 2x a day. The price for the inside stalls are set by the community. The going rate is \$450.00 a month for an inside stall. And \$150-200 if the horse is outside & goes out to pasture.
	As for payments for services, the defendant stated payments are due by the 1st of the month. There is a mailbox & the customers place paymt inside.
	As for supplies, the feed is supplied by the def & the price of feed to boarded horses are included in going rate. The Def receives the bill & his neice will place orders for the feed if feed runs low.
	Customers have the option to provide their horses a blanket.
	<b>Tools:</b> As for Betty, she provides her own pitch fork (cherry picker) to clean the stalls. Betty chooses to bring her own brush, rake, pick & wheelbarrel. As for my neice, she uses the tools I supply.
	<b>Illnesses:</b> The def stated the contractor will contact the Vet & the contractor will in turn contact the customer.
	As for complaints, there haven't been any but the customers would speak with the contractor.
	<b>Contract:</b>
	As for item 4, the def was asked to elaborate on what was meant by new project approval. According to the def, I may ask the contractors to keep an ey on the my facilities.
	<b>Employment:</b> Betty has a ft job @ the casino working approx 40 hrs 7 days a week. As for my neice, she works at a winery that is her main job.
	The def stated he has no knowledge of daily activities. Ad then questioned, then what happens should a pipe break. The def stated he would be advised.
	Ad inquired about the daily activity of the contracted workers. The def stated that questioned should be reserved for the contracted workers.
	The def stated the customers can also do cleaning of the stalls wherein their horses are boarded & the def will not charge the \$450.00.
	Contracted workers can contract w/customers & can render pymt if that is the case, then that money

**David Cano**

**From:** David Cano  
**Sent:** Friday, May 19, 2006 11:35 AM  
**To:** King Cheung  
**Subject:** RE: Bill Grove

**Importance:** High

On 2/22/06 I and Mark Ermac visited the def-Grove. No inspection could be conducted as Mrs. Grove stated private property & she has no knowledge of operations. A SDT was issued & provided to Mrs. Grove. On 03/09/06 a brief mtg w/the Groves & their atty-Wilcox was held. The mtg could not continue as a power outage occurred. However rec'd brief information at the mtg about business. According to def-Grove, they have a commercial horse boarding & training facility w/two contracted ees. Rec'd the agreements between the parties of which one is the def's niece. Phone #s were to be obtained but were not known at the time of the mtg to obtain info from the contracted ees. Def atty provided the requested phone info via email on 03/23/06. Tentative mtg was to be held with the parties on 04/10 but it was not until 05/19 that a brief mtg was held. The mtg was concluded as def atty thought ad would be biased in making any conclusion w/out first interviewing the contracted ees. Def atty will come to another mtg & is aware of the possible citations his client may be issued but again wants the **contracted ees interviewed**. Ad left v/m 05/19 to set up interview mtg at his office. Once this info is gathered, ad will call mtg to see if penalties will be assessed.

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**From:** King Cheung  
**Sent:** Tuesday, May 02, 2006 11:33 AM  
**To:** David Cano  
**Subject:** RE: Bill Grove

Please give us a little story of what great work you did on this case.

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**From:** David Cano  
**Sent:** Tuesday, May 02, 2006 11:26 AM  
**To:** King Cheung  
**Subject:** RE: Bill Grove

I've had to email & follow-up with phone calls to get the def's atty to appear between 0508/06 – 05/19/06. Def's atty has assured me he will contact his client & get back to me today for a date.

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# Ranch Worker Agreement

This written Agreement is made effective as of March 1, 2005 by and between Bill and Jo Grove of 3110 Acampo Road, Los Olivos, CA 93441 and Betty Craig residing on the Grove ranch at Corral De Quati Road, Los Olivos, and CA 93441.

In this Agreement the party who is contracting to receive services shall be referred to as "Grove" and the party who provides services, on an independent contractor basis, shall be referred to as "Craig".

Craig is familiar with and has knowledge of horse ranch operation and is willing to provide services to Grove based this background, knowledge and experience.

Grove desires to have services provided by Craig.

Therefore, the parties agree as follows:

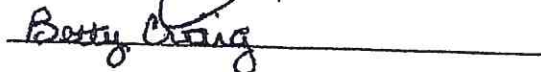
1. **Description of Services:** Craig will provide the following services (collectively, the "services") in regard to Grove's horse property and facilities including but not limited to exercising horses, rotating horses within the ranch, loading horses for travel, blanketing and un-blanketing, stall preparation and cleaning, paddock maintenance, cleaning, maintenance of good health and safety practices, procurement in a timely fashion of animal feed and bedding. Craig will conduct on site facilities inspections on a daily basis, morning and evening to insure livestock health and safety and facilities safety. Moreover, Craig will inspect all livestock water feeders for correct operation. Grove acknowledges Craig's independent contractor status.
2. **Performance of Services:** As an independent contractor, Craig shall determine the manner in which services are to be performed and the specific hours to be worked by Craig. Grove will rely on Craig to work as many hours as may be reasonably necessary to fulfill Craig's obligations under this Agreement.
3. **Payment:** For providing the aforementioned services to Grove, Craig will have the use of the singlewide trailer home located on Grove's ranch for herself, significant other, children, occasional guests, and pets to use as living quarters. Moreover, Craig may quarter up to three horses using Grove livestock facilities at no cost to Craig inclusive. Craig will have use of trails, arena, corrals, storage and grooming facilities at the ranch. Water, gardening and living quarter maintenance to be provided to Craig at no cost to Craig.
4. **New project approval:** Grove and Craig recognize that Craig's services will include working on various projects for Grove. Craig shall obtain approval of Grove prior to the commencement of a new project.
5. **Either party may upon 60 days notice to the other party in writing terminate this agreement.**

6. **Injuries:** Craig acknowledges Craig's obligation to obtain appropriate insurance coverage for the benefit of Craig. Craig waives any rights to recovery from Grove for any injuries that Craig may sustain while performing services under this Agreement.
7. **Indemnification:** Craig agrees to indemnify and hold Grove harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against Grove that result from the acts or omissions of Craig and Craig's agents.
8. **Assignment:** Craig's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of Grove.
9. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other agreement. This Agreement supersedes any prior written or oral agreements between the two parties.
10. **Amendment:** This Agreement may be modified or amended if the amendment is made in writing and signed by both of the parties.

By: Bill and Jo Grove



By: Betty Craig







# Ranch Worker Agreement


This written Agreement is made effective as of September 1, 2004 by and between Bill and Jo Grove of 3110 Acampo Road, Los Olivos, CA 93441 and Melissa Todd of 3120 Corral DeQuati Road, Las Olivos, CA 93441.

In this Agreement the party who is contracting to receive services shall be referred to as "Grove" and the party who provides services, on an independent contractor basis, shall be referred to as "Todd".

Todd is familiar with and has knowledge of horse ranch operation and is willing to provide services to Grove based this background, knowledge and experience.

Grove desires to have services provided by Todd.

Therefore, the parties agree as follows:

1. **Description of Services:** Todd will provide the following services (collectively, the "services") in regard to Grove's horse property and facilities including but not limited to exercising horses, rotating horses within the ranch, loading horses for travel, blanketing and un-blanketing, stall preparation and cleaning, paddock maintenance, cleaning, maintenance of good health and safety practices, procurement in a timely fashion of animal feed and bedding. Todd will conduct on site facilities inspections on a daily basis, morning and night to insure livestock health and safety and facilities safety. Moreover, Todd will examine rider hold harmless documentation to insure completeness. Grove acknowledges Todd's independent contractor status. 
2. **Performance of Services:** As an independent contractor, Todd shall determine the manner in which services are to be performed and the specific hours to be worked by Todd. Grove will rely on Todd to work as many hours as may be reasonably necessary to fulfill Todd's obligations under this Agreement.
3. **Payment:** For providing the aforementioned services to Grove, Todd will have the use of the doublewide trailer home located on Grove's ranch for herself, significant other, children, and occasional guests, and pets to use as living quarters. Moreover, Todd may quarter up to three horses using Grove livestock facilities at no cost to Todd inclusive, but not limited to stall space and board. Todd will have use of trails, arena, corral and grooming facilities at the ranch. Water, gardening and living quarter maintenance to be provided to Todd at no cost to Todd.
4. **New project approval:** Grove and Todd recognize that Todd's services will include working on various projects for Grove. Todd shall obtain approval of Grove prior to the commencement of a new project.
5. **Either party may upon 60 days notice to the other party in writing terminate this agreement.**

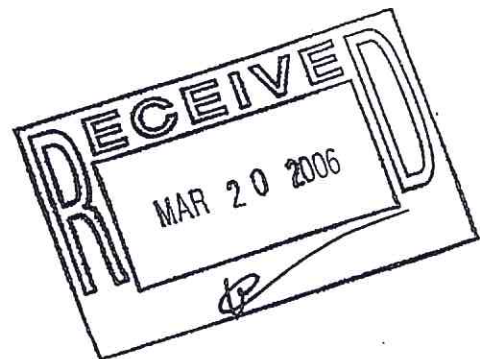
6. **Injuries:** Todd acknowledges Todd's obligation to obtain appropriate insurance coverage for the benefit of Todd. Todd waives any rights to recovery from Grove for any injuries that Todd may sustain while performing services under this Agreement.
7. **Indemnification:** Todd agrees to indemnify and hold Grove harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against Grove that result from the acts or omissions of Todd and Todd's agents.
8. **Assignment:** Todd's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of Grove.
9. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other agreement. This Agreement supersedes any prior written or oral agreements between the two parties.
10. **Amendment:** This Agreement may be modified or amended if the amendment is made in writing and signed by both of the parties.

By: Bill and Jo Grove

*Bill and Jo Grove*

By: Melissa Todd

*Melissa Todd*



# **EXHIBIT 29**



## DECLARATION OF CHRISTINE M. JONES

I, Christine M. Jones Declare:

The facts set forth herein are true and of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

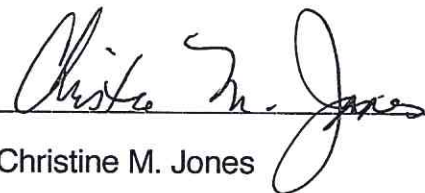
I reside at 3380 Acampo Road, Los Olivos, CA. I have owned the property since 1996. My home is approximately 400 yards from the Grove Old Farm Office/Guest House. I frequently use the hiking easement that is immediately adjacent to the Grove property and which provides a clear and unobstructed view of the Grove Old Farm Office/Guest House.

Back in March 1996 our realtor Wayne Natale drove us on the road between Coral De Quati and Acampo Road past the old farm office/guest house. At that time I noticed that the farm office/guest house owned by Donna Long was unoccupied. Donna Long lived by herself in her primary residence on Acampo Road. She had no employees living in the Old farm office/guest house.

During our many due diligence inspection trips to the prospective property at 3380 Acampo Road and its adjacent properties I never saw someone living in the old farm office/guest house. When we purchased our property at 3380 Acampo Road in December 1996 the old farm office/guest house was still vacant and remained unoccupied through at least August 1997, a period of over 18 months.

After the Groves purchased the property from Donna Long in August 1997 their infrequent overnight guests would stay for a short time at the old farm office/guest house. The Groves moved into their old farm office/guest house in July 2010 when they rented their principal residence to an outside third party.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on February 17, 2014, in Los Olivos, California.



Christine M. Jones

## DECLARATION OF TOM CLEARY

I, THOMAS CLEARY, DECLARE:

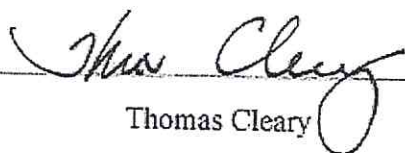
1. The facts set forth herein are true to the best of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I reside at 3300 Acampo Road, Los Olivos, CA where I have lived for 9.5 years. My home is approximately 225 yards from the Grove Old Farm Office/Guest House. I can see that structure clearly from my home and property

3. During the period that I have lived at my current address and prior to July 2010, the Grove Old Farm Office/Guest House was unoccupied. I did not see lights on at night; I did not see automobiles parked in front of the structure and I did not see any farm employees or their families around this structure.

4. The only people I have ever seen living in the Old Farm Office/Guest House have been Mr. and Mrs. Grove. They lived in this structure for a period of time during 2007 when they were remodeling their principal residence. They have lived in this structure full time since mid 2010 when they rented their principal residence to an outside third party.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on February 17, 2014, in Los Olivos, California.

  
Thomas Cleary

## **DECLARATION OF JOHN JONES**

I, JOHN JONES, DECLARE:

The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

I reside at 3380 Acampo Road, Los Olivos, CA where I have lived for 11 years after my wife and I bought this property in December, 1996. When we purchased our property, Lot 6, now owned by Mr. and Mrs. Bill Grove, was owned by Ms. Donna Long. She lived in the main house on that lot that was built by the the developers of the subdivision as the principal dwelling for the lot. The original farm house was unoccupied.

My home is approximately 400 yards from the Grove's Old Farm Office/Guest House which I can see from my home and property which includes a vineyard which is approximately 100 yards from the Grove's Old Farm Office/Guest House. There is also a clear view of the Old Farm House when driving to and from my property on Acampo Rd.

During the period that I have owned and lived at my current address the Old Farm Office/Guest House has appeared unoccupied for long periods of time. Twice in the early 2000s the Groves hosted mutual water company meetings at the unoccupied Old Farm House while they were residing in the principal dwelling that Ms. Long did. The Groves have been living full time in the Old Farm House since July 2010 when they rented their principal dwelling to an outside third party.



Prior to purchasing our lot we reviewed the water company offering circular dated December 8, 1995 to confirm water service for our potential purchase. Among other things that circular stated that Lot 6 had been developed with a principal dwelling and had two full time farm worker dwellings approved by the county. That is a total of 3 residences, not 4.

Since 1999 I have been president of the Mutual Water Company serving our development. There is other Water Company documentation that provides historical confirmation the Old Farm House was not occupied as a residence. This documentation is from a senior environmental health specialist from Santa Barbara County Environmental Health Services, a licensed engineer, and one of the original developers/owners of the subdivision. The original Water Company operating permit was for a total of five connections, serving Lot 6 and Lot 7, both of which had had a principal dwelling built. In an inspection conducted 12/11/92 Lisa Sloan of Santa Barbara Environmental Health Services stated the water company "serves 4 active connections; 5 maximum residential connections allowed." The cover letter dated September 20, 1993 for the Engineer's Report specifically states "On the date of our inspection, water was being served, under a previous permit, to four connections on two lots, namely, a single family dwelling on Lot 7 and a single family dwelling plus two farmworker trailers on Lot 6." In addition the calculation tables in the engineer's report only list a single dwelling and two employee dwellings for Lot 6. A letter, with the subject Membership Fee Allocation, from the Water Company signed by William S. Stewart, president, to the two members at

that time (Ms. Long and current member Nancy Filkow) dated January 1, 1995 stated "The current electric bill for 4 homes plus a guest house/office and 14 horses averaged less than \$34.00 per month, or \$408.00 per full year. Since it would take at least until the end of the year to complete another home, the actual electricity cost for pumping water should not change much if any until near the end of the year." Finally, the Water Company By Laws dated 1/29/94 specifically state "Lots 6 and 7 have previously been developed with principal dwellings. In addition, Lot 6 has two (2) has two farm worker dwellings approved by the County." All of these references encompassing a time frame of December 1992 through January 1995 indicate the Old Farm House was not occupied as a residence or it would have been included in the totals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on February 18, 2014, in Los Olivos, California.

A handwritten signature in cursive script, appearing to read "John Jones", is positioned above a horizontal line.

John Jones

## **DECLARATION OF SANDRA JANKOWSKI**

I, SANDRA JANKOWSKI, DECLARE:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I reside at 3210 Acampo Road, Los Olivos, CA where I have lived for more than 10 years -- we purchased the property in March 2000. Our home is adjacent to the Grove property and approximately 400 yards from the Grove Old Farm Office/Guest House.


3. I have used the riding easement located immediately adjacent to the Grove property almost daily for the past 10+ years. I generally ride between 7 am and 9 am, and occasionally during the middle part of the day. The riding easement passes less than 100 yards from the Grove Old Farm Office/Guest House which provides me with a clear and unobstructed view of this structure, including the front, back and side yards as well as the parking area.

4. During the more than 500 horse rides that I have taken on this easement prior to July 2010, the Grove Old Farm Office/Guest House was almost always empty and unused. I did not see automobiles parked in front of the structure; I did not see any farm employees or their families around this structure; I did not see people or children outside in the yards; I did not see lights on in the mornings; and I did not see people going in or coming out of the structure. Once in a great while, I would see infrequent "guests" staying in the Old Farm Office/Guest House, consistent with its designation and use as a "Guest House". However, they would only stay for a couple of days and then the structure would return to being vacant and unoccupied, for periods frequently exceeding 12 consecutive months.

5. The only people I have seen actually living in the Old Farm Office/Guest House have been Mr. and Mrs. Grove. They lived in this structure for a period of time during 2007 when they were remodeling their principal residence. They have lived in this structure full time since July 2010 when they rented their principal residence to an outside third party



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on February 20, 2014, in Los Olivos, California.

  
Sandra Jankowski

# **EXHIBIT 30**



## County of Santa Barbara Planning and Development

Glenn S. Russell, Ph.D., Director  
Dianne Black, Director of Development Services  
Jeffrey S. Hunt, Director Long Range Planning

December 8, 2010

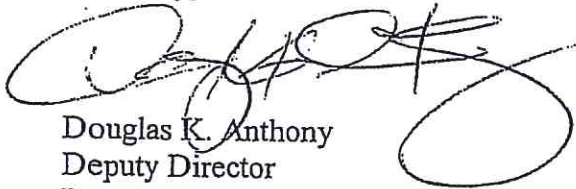
W & J Grove Trust  
P.O. Box 587  
Los Olivos, CA 93441

RE: 10ZEV-00000-00097

Dear Mr. and Mrs. Grove:

I am attaching a summary of my determination regarding the foregoing zoning enforcement case. Please note that the case will remain open until such time my staff verifies that recent Notices of Violation have been addressed by abating the collection and spreading of animal waste over recorded hiking and riding easements. Ms. Tammy Weber and Mr. John Karamitsos remain your staff contacts for resolving this issue.

Sincerely,



Douglas K. Anthony  
Deputy Director  
Development Review Division North

Attachment



uses by obtaining the County's approval of necessary permits. Meanwhile, P&D has issued Notices of Violation to the Groves to abate the collection and spreading of animal waste on recorded hiking and riding easements, including removal of manure previously spread on these trails.

### ***Basis of Determination***

In 1991, the subject property, along with the commercial horse operation, was part of a larger, 160.07-acre property that was subdivided into 8 individual parcels of 20 acres each. The commercial horse operation commenced use in 1980, at a time that it was exempt from land-use permit requirements. Previously, in 1980, the County changed the land-use designation of this larger property from A-II-100 to A-I as part of a County-wide update of its Comprehensive Plan.<sup>2</sup> In 1984, this larger property was rezoned from 100-AG (Ordinance 661) to AG-II.<sup>3</sup> In 1990, the County again changed the Comprehensive Plan designation of the larger, 160.07-acre property from Inner Rural, A-1, to Inner Rural, A-I-20, and changed the zoning from AG-II-100 to AG-I-20.<sup>4</sup> The 1990 change in land-use and zoning designations rendered the commercial horse operation a legal non-conforming use, pursuant to the definition of a legal non-conforming use found in Article 35.11 of the LUDC that includes: *A land use that was lawfully established without the planning permit or other entitlement (e.g., Conditional Use Permit, Development Plan) now required by this Development Code.*<sup>5</sup>

LUDC § 35.101.010.B expresses the County's intent to address legal non-conforming uses, within limited specified exceptions, as follows:

*"Discourage the long-term continuance of these nonconformities, providing for their eventual elimination, but to permit them to exist under the limited conditions outlined in this Chapter."*

*"Prevent nonconforming uses and structures from being enlarged, expanded, or extended, or being used as grounds for adding other structures or uses prohibited by the zone in which the nonconformity is located."*

Short of providing just compensation, local government may compel termination of a legal nonconforming use earlier than what would occur through natural termination of its economic life through amortization, and may also prohibit extension or enlargement of such uses. However, it may not compel early termination arbitrarily.

LUDC § 35.101.020.D. states: "A nonconforming use that is discontinued for a continuous period of at least 12 consecutive months shall be abandoned and the rights to continue the nonconforming use shall terminate. If a nonconforming use is abandoned, any future use shall comply with the provisions of the zone in which the use is located." Such restrictions, with variations in the period of time allowed for nonuse, are often employed in local zoning codes throughout California. Case law generally informs us that nonuse is not a nonconforming use,

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<sup>2</sup> Santa Barbara County Planning Commission Staff Report and Recommendations, June 16, 1991, page 4.

<sup>3</sup> Ibid, page 4.

<sup>4</sup> Ibid, Page 5.

<sup>5</sup> Santa Barbara County Land Use and Development Code, page 11-32.