

90-003709

Rec Fee 33.00  
Total 33.00

TICOR TITLE INS. #200796-KAT  
Recording requested by and  
when recorded return to:

James H. Hurley, Jr.  
Price, Postel & Parma  
200 E. Carrillo Street  
Santa Barbara, CA 93101

Recorded  
Official Records  
County of  
Santa Barbara  
Kenneth A Pettit  
Recorder  
8:00am 18-Jan-90

BC 15

200796-KT

A.P.N. 007-380-21  
A.P.N. 007-380-23

The Parties Declare No  
Documentary Transfer Tax Owing-  
-Consideration Less Than \$100.

AGREEMENT AND GRANTS OF EASEMENTS

This Agreement and Grants of Easements is made as of the 16 day of January, 1990, by and between MARGARET J. DENT, a married woman dealing with her sole and separate property (herein called "Dent"), and ROBERT L. LAUGHLIN, a married man dealing with his sole and separate property (herein called "Laughlin"), at Santa Barbara, California.

RECITALS:

A. Dent owns, as her sole and separate property, certain real property at 1711 Fernald Point Road in the County of Santa Barbara, California, which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein (herein called "Parcel A").

B. Laughlin owns, as his sole and separate property, certain real property at 1717 Fernald Point Road in the County of Santa Barbara, California, which is more particularly described in Exhibit B attached hereto and by this reference incorporated herein (herein called "Parcel B").

C. Laughlin has constructed a cabana on a portion of Parcel A and wishes to obtain an easement for the use of and access to the said cabana, which easement Dent is prepared to grant subject to certain conditions and restrictions.

D. Dent wishes to obtain an easement over part of Parcel B for parking motor vehicles and related purposes, which easement Laughlin is prepared to grant subject to certain conditions and restrictions.

NOW, THEREFORE, in consideration of the premises and the grants and covenants set forth herein, the parties agree as follows:

1. Incorporation of Recitals

The recitals set forth above are incorporated herein as if fully set forth at this point.

2. Grant By Dent to Laughlin

2.1 Dent does hereby grant to Laughlin an exclusive easement, subject to the conditions, restrictions and reservations set forth below, allowing Laughlin, his licensees and invitees, to enter into and to pass over that portion of Parcel A described in Exhibit C attached hereto and by this reference incorporated herein (which said portion is delineated in red on the map forming part of Exhibit C), for the purpose of using and enjoying the cabana presently situated in the said easement area. This easement is appurtenant to and for the benefit of Parcel B.

2.2 Said grant of easement is made under and subject to the following conditions, restrictions and reservations:

(a) No use shall be made of the easement except for access to and ordinary use and enjoyment of the cabana located in the easement area.

(b) No use shall be made of the easement area which is not in compliance with Santa Barbara County

*creates  
Pcl. Two*

Special Use Permit No. 83-SUP-35(2A).

(c) The cabana shall not be used as a dwelling nor contain cooking facilities.

(d) There shall be no permanent, but only occasional, sleeping in the cabana and no sleeping elsewhere in the easement area at night.

(e) All utility connections and lines for the cabana, including electricity, shall be located underground or in conduits.

(f) No lights shall be placed on the easement area between Parcel B and the cabana, without the consent of Dent, which consent shall not be unreasonably withheld.

(g) No fencing shall be constructed on the easement area without the consent of Dent, which consent shall not be unreasonably withheld.

(h) Laughlin shall maintain the easement area in good and clean order and condition and in such a manner that its appearance is consistent and harmonious with the remainder of Parcel A.

(i) No lights shall shine from the easement area in the direction of the residence on Parcel A.

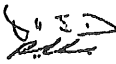
(j) No music or amplified sound audible at the exterior of the residence on Parcel A shall emanate from the easement area.

(k) No change shall be made in the external appearance of the cabana or related improvements nor shall the size of any of the dimensions of the cabana or related improvements be increased without the consent of Dent first being obtained, which consent shall not be unreasonably withheld.

(l) No commercial use shall be made of the easement.

(m) Laughlin shall, at his sole expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may

hereafter be in force, pertaining to said easement and easement area, and observe in the use of the easement all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

(n) Dent reserves the right, for herself and her invitees, heirs and successors in interest, to use and enjoy the said easement area, excepting the said cabana, <sup>area</sup> provided that such use and enjoyment shall not unreasonably interfere with Laughlin's use and enjoyment of the said cabana. 

3. Grant by Laughlin to Dent

3.1 Laughlin does hereby grant to Dent an exclusive easement, subject to the conditions and restrictions set forth below, allowing Dent, her licensees and invitees to enter into and to pass over that portion of Parcel B described in Exhibit D attached hereto and by this reference incorporated herein (which said portion is delineated in red on the map forming part of Exhibit D), for the purpose of parking motor vehicles and other purposes reasonably related thereto including the making of such improvements to the easement area as are reasonably necessary or desirable for such purposes. This easement is appurtenant to and for the benefit of Parcel A. Laughlin reserves the right of pedestrian access over the easement granted herein to that certain easement granted by Dent to Laughlin in Article 2 as hereinbefore set forth.

3.2 Said grant of easement is made under and subject to the following conditions and restrictions:

(a) No improvements shall be made or constructed on the easement area without the consent of Laughlin first being obtained, which consent shall not be unreasonably withheld.

(b) Dent shall maintain the easement area in good and clean order and condition.

(c) Dent shall, at her sole expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the

said easement and easement area, and observe in the use of the easement all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

4. Attorney's Fees

In the event that any action or proceeding is brought to enforce, interpret or set aside this Agreement, or pursuant to this Agreement, the prevailing party shall be entitled to recover from the opposing party or parties all costs and reasonable attorneys' fees incurred in connection with such action or proceeding.

5. Covenants Running with the Land

It is the intention of the parties hereto that the covenants of the parties herein shall be covenants running with the land within the meaning of California Civil Code Section 1468 and shall be binding upon, and shall inure to the benefit of, the present or future owner or owners of the respective parcels, their respective heirs, personal representatives, successors and assigns.

6. Miscellaneous

6.1 The titles or headings to the sections of this Agreement are for convenience only, are not a part of this Agreement, and shall have no effect upon its construction or interpretation.

6.2 Any modification of this Agreement must be in writing and signed by all of the parties hereto or their respective successors in interest.

6.3 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

6.4 This Agreement contains the entire agreement between the parties hereto. No oral promises, representations, warranties or covenants not included in this agreement have been or are relied upon by any party hereto.

6.5 When the context in which words are used in this Agreement indicates that such is the intent, words in a singular number shall include the plural and vice versa and words in the masculine gender shall include the feminine and neuter and vice versa.

*Margaret J. Dent*  
Margaret J. Dent

*Robert L. Laughlin*  
Robert L. Laughlin

CONSENT OF GRANT BY SPOUSE

I acknowledge tha the interests conveyed in this instrument are the separate property of my spouse, MARGARET J. DENT. I have read the foregoing instrument carefully and consent to its execution and performance in all respects.

Dated: January \_\_\_\_, 1990

*W. Douglas Dent*  
W. Douglas Dent  
1711 Fernald Point Road  
Santa Barbara, CA 93108

STATE OF CALIFORNIA  
COUNTY OF Santa Barbara } ss.

On January 16, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared W. DOUGLAS DENT

\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence 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.

Signature

*Dawn Marie Carlson*



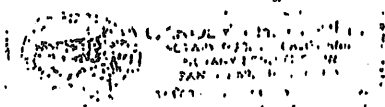
(This area for official notarial seal)



STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss.

On this 16th day of January, 1990, before me, undersigned Notary Public, personally appeared MARGARET J. DENT, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

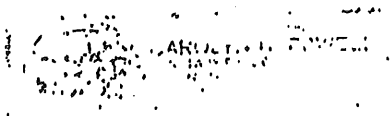


*Cynthia H. Kerec*  
Notary Public

STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss:

On this 16th day of January, 1990, before me, undersigned Notary Public, personally appeared ROBERT L. LAUGHLIN, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



*Cynthia H. Kerec*  
Notary Public



LEGAL DESCRIPTION

PARCEL A

That certain real property in the County of Santa Barbara described as follows:

PARCEL ONE:

THAT PORTION OF LOT 7 OF THE MATANZA PROPERTY IN THE MONTECITO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 30 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SURVEY MONUMENT SET ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, FROM WHICH A PIPE SET AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT 7 WITH THE SOUTHERLY LINE OF SAID RIGHT OF WAY BEARS NORTH 81° 54' EAST 198.30 FEET; THENCE SOUTH 8° 54' WEST ALONG SAID LINE OF SAID RIGHT OF WAY, 73.42 FEET; THENCE SOUTH 5° 49' 30" EAST 35 FEET; THENCE SOUTH 26° 17' 50" EAST 45.75 FEET; THENCE SOUTH 5° 49' 30" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 5° 49' 30" EAST 44.63 FEET; THENCE SOUTH 89° 53' EAST 10 FEET; THENCE SOUTH 0° 07' WEST 108.03 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 5° 49' 30" EAST 251.42 FEET TO A 3/4 INCH IRON PIPE SURVEY MONUMENT AT THE LINE OF ORDINARY HIGH TIDE OF THE PACIFIC OCEAN; THENCE SOUTH 80° 42' EAST ALONG SAID LINE OF ORDINARY HIGH TIDE OF THE PACIFIC OCEAN, 171.37 FEET; THENCE NORTH 0° 26' WEST 75.60 FEET; THENCE NORTH 16° 27' WEST 116.00 FEET; THENCE NORTH 9° 19' WEST 91.00 FEET; THENCE NORTH 12° 16' WEST 67.55 FEET; THENCE NORTH 9° 39' WEST 69.00 FEET; THENCE NORTH 27° 47' WEST 25.00 FEET; THENCE SOUTH 88° 50' WEST 124.52 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PORTION OF LOT 7 OF THE MATANZA PROPERTY IN MONTECITO IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, AT PAGE 30 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH SURVEY PIPE SET AT THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED FROM MARY B. KAIME TO LUCILE CARY PARROT RECORDED IN BOOK 334, AT PAGE 105 OF OFFICIAL RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING A POINT ON THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE NORTH 5° 49' 30" WEST ALONG THE EASTERLY LINE OF SAID LAND OF PARROT 251.42 FEET TO A 3/4 INCH SURVEY PIPE AND THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 0° 07' WEST 46.0 FEET; THENCE SOUTH 89° 53' EAST 4.79 FEET TO THE ABOVE MENTIONED EASTERLY LINE OF PARROT; THENCE NORTH 5° 49' 30" WEST ALONG SAID LINE OF PARROT 46.25 FEET TO THE TRUE POINT OF BEGINNING.

PARCELS 1 AND 2 ARE SHOWN AS PARCEL "A" OF RECORD OF SURVEY FILED IN BOOK 69 PAGE 57 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY, CALIFORNIA.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL B

That certain real property in the County of Santa Barbara, more particularly described as follows:

That portion of lot 7 of the Matanza Property in the Montecito, in the County of Santa Barbara, State of California, according to the map thereof recorded in Book 3, page 30 of Maps and Surveys, Records of said County, described as follows:

Beginning at an iron pipe survey monument set on the southerly line of the right of way of the Southern Pacific Railroad Company, from which a pipe set at the point of intersection of the East line of said Lot 7 with the southerly line of said right of way bears North 81° 54' East 198.30 feet; thence South 81° 54' West along said line of said right of way, 73.42 feet; thence South 5° 49' 30" East 35 feet; thence South 26° 17' 50" East 45.75 feet; thence South 5° 49' 30" East 150.00 feet to a point; thence North 88° 50' East 124.52 feet; thence North 27° 47' West 48.00 feet; thence North 21° 13' West 70.00 feet; thence North 28° 31' West 85.00 feet; thence North 2° 55' West 30.53 feet to the point of beginning.

Said land is shown as Parcel "B" of Record of Survey filed in Book 69, page 57 of Record of Surveys in the Office of the County Recorder of Santa Barbara County, California.

EXHIBIT B

LEGAL DESCRIPTION  
CABANA AREA

That certain real property in the County of Santa Barbara, more particularly described as follows:

Beginning at the northeast corner of Parcel A as shown on a Record of Survey of the Dwight A. Newell property filed in Book 69, at Page 57 of Record of Surveys, in the Office of the County Recorder of said County;

Thence 1st, S. 27°47' E., along the easterly line of said Parcel A, 25.00 feet;

Thence 2nd, S. 9°39' E., along said easterly line, 69.00 feet;

Thence 3rd, S. 12°16' E., along said easterly line, 67.55 feet;

Thence 4th, S. 9°19' E., along said easterly line, 91.00 feet;

Thence 5th, S. 16°27' E., along said easterly line, 116.00 feet;

Thence 6th, S. 0°26' E., along said easterly line, 75.60 feet to the southeast corner of said Parcel A;

Thence 7th, N. 80°42' W., along the southerly line of said Parcel, 42.13 feet;

Thence 8th, N. 0°50'30" E., leaving said southerly line, 76.57 feet.

Thence 9th, N. 31°53'43" E. a distance of 34.87 feet; to a point that is 10.00 feet westerly, measured at right angles to the easterly line of said Parcel A.

Thence parallel, and 10.00 feet westerly measured at right angles, with the easterly line of said Parcel A the following courses and distances;

Thence 10th, N. 16°27' W., 74.70 feet;

Thence 11th, N. 9°19' W., 91.37 feet;

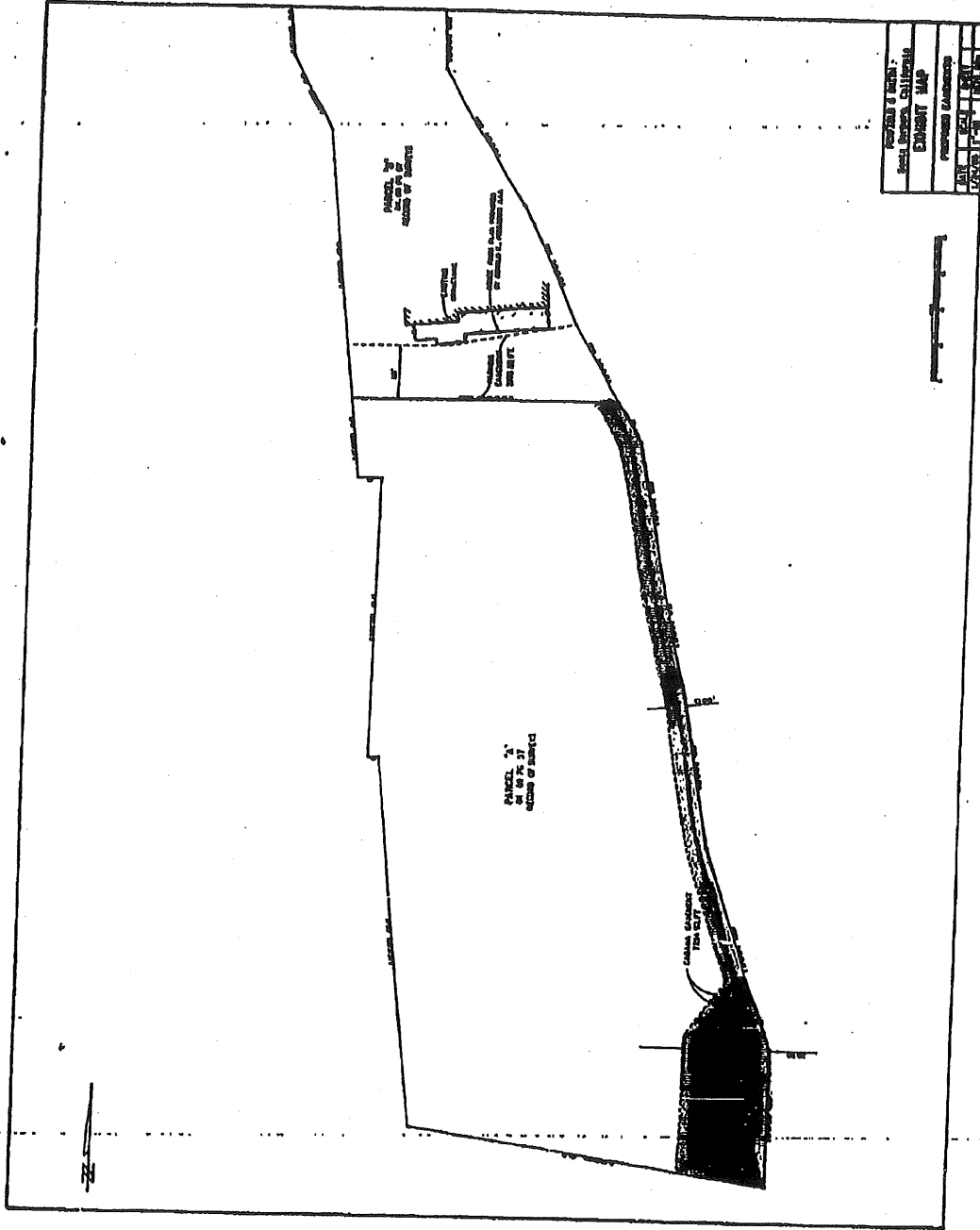
EXHIBIT C

Thence 12th, N. 12°16' W., 67.52 feet;

Thence 13th, N. 9°39' W., 67.63 feet;

Thence 14th, N. 27°47' W., 28.42 feet to a point in the northerly line of said Parcel A;

Thence 15th, N. 88°50' E., along said northerly line, 11.19 feet to the point of beginning.



COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT EXHIBIT MAP	
SHEET NO. 13 OF 15	DATE: 11/15/90
DRAWN BY: [unclear]	CHECKED BY: [unclear]

**LEGAL DESCRIPTION  
PARKING AREA**

That certain real property in the County of Santa Barbara,  
more particularly described as follows:

Beginning at the southeast corner of Parcel B as shown on a  
Record of Survey of the Dwight A. Newell property filed in Book  
69, Page 57 of Record of Surveys, in the Office of the County  
Recorder of said County;

Thence 1st, S. 88°50'00" W., along the southerly line of  
said Parcel B, 124.52 feet to the southwest corner of said Parcel  
B;

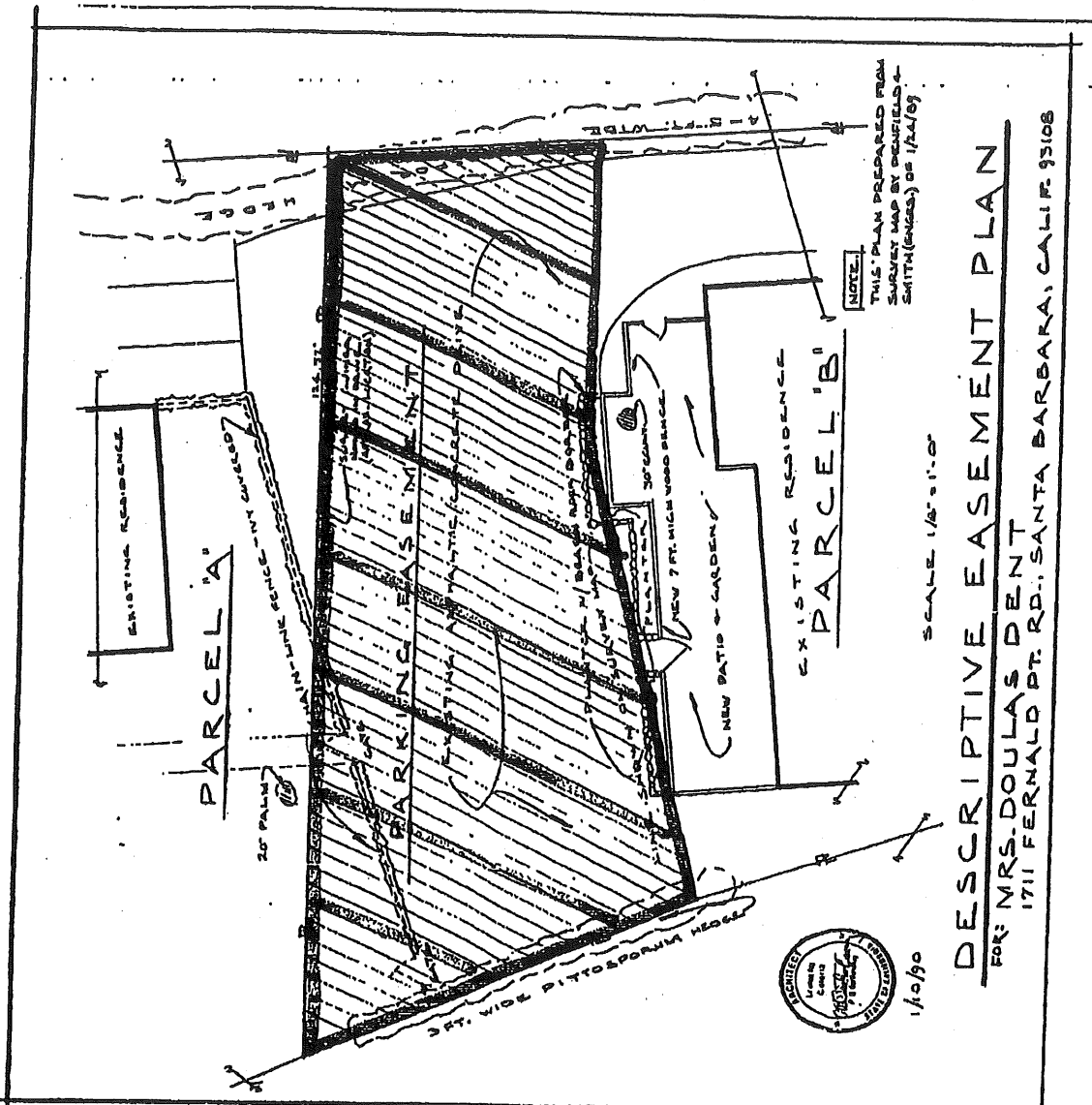
Thence 2nd, N. 5°49'30" W., along the westerly line of said  
Parcel B, 30.10 feet;

Thence 3rd, N. 88°50'00" E., leaving said westerly line,  
45.56 feet;

Thence 4th, N. 76°40'01" E., a distance of 61.27 feet to an  
angle point in the easterly line of said Parcel B.

Thence 5th, S. 27°47'00" E., along said easterly line, 48.00  
feet to the point of beginning.

**EXHIBIT D**



NOTE:  
THIS PLAN PREPARED FROM  
SURVEY MAP BY GEORGE L. &  
SMITH (ENGRS.) OF 1/24/89.

SCALE 1/8" = 1'-0"

**DESCRIPTIVE EASEMENT PLAN**  
FOR: MRS. DOULAS DENT  
1711 FERNALD PT. RD., SANTA BARBARA, CALIF. 93108



1/10/90