

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call



2013-0034368

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland
County Clerk Recorder

REC FEE 0.00

08:29AM 23-May-2013 GC Page 1 of 17

17

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PROJECT: Rincon Point Septic to Sewer
Conversion Project

NO FEE PER GOVERNMENT CODE 27383

(APN: 001-220-048)

**GRANT OF UTILITY EASEMENT
AND AGREEMENT THEREON**

THIS GRANT OF UTILITY EASEMENT AND AGREEMENT THEREON ("Agreement") is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("Grantor") and CARPINTERIA SANITARY DISTRICT, a public agency in Santa Barbara County, California ("Grantee"), with reference to the following facts:

RECITALS

- A. Grantor owns certain real property located west of Bates Road and south of US 101 in unincorporated Santa Barbara County, California ("Property") which is designated by the Santa Barbara County Assessor's Office as Parcel Number 001-220-048. A legal description of the Property is set forth in Exhibit "A," and a map of the Property is set forth in Exhibit "B." Both exhibits are attached and incorporated herein by reference, and
- B. The Property is developed for recreational purposes as the Rincon Beach Park and is operated by the Santa Barbara County Parks, Community Services Department. Park facilities include a visitor serving restroom facility; and
- C. Grantee is empowered under its enabling act, the Sanitary District Act of 1923, to provide public sewer services in Carpinteria and adjacent areas of unincorporated Santa Barbara County; and
- D. Grantee desires to enhance connectivity of its sewer system by constructing the South Coast Beach Communities Septic to Sewer Conversion Project ("Project"). This Project will remove existing on-site wastewater disposal at 72 existing homes in the Rincon Point community in favor of public sanitary sewer service and is expected to result in near shore water quality improvements; and
- E. Grantee desires to acquire certain easements through the Property to access, construct, install and maintain a 3-inch nominal diameter low pressure sewer pipeline, a sewage pump station and related improvements incidental thereto for the conveyance and transmission of sewage.
- F. Grantor owns and maintains an existing public restroom that currently utilizes an on-site wastewater disposal system. Grantor desires to obtain public sewer service for this restroom facility in lieu of continued on-site disposal.

- G. Grantee is obligated through existing agreements to recover pro-rata monetary contributions from future connections to public sewer infrastructure paid for through Carpinteria Sanitary District Assessment District 2007-1 and return said contributions to participating property owners.
- H. Grantor desires to grant Grantee such easement, consistent with the terms and conditions of this Agreement

NOW, THEREFORE, it is agreed, for valuable consideration, the receipt of which is hereby acknowledged, as follows:

1. **EASEMENT GRANT.** Pursuant to Government Code Section 25365, Grantor grants to Grantee an easement that collectively consists of three discrete parcels. Parcel "A" and Parcel "B" are a non-exclusive easement for pipelines and appurtenances that pass over, under, across and through the Property. Parcel "C" is an exclusive easement for a sewage pump station and related improvements located on the Property. Collectively, Parcel "A", Parcel "B" and Parcel "C" comprise the "Easement" which is hereinafter described.
 - 1.1 **Character of Easement.** The Easement conveyed herein shall be a multi-part easement that is in gross for the benefit of Grantee. Parcel "A" and Parcel "B" are non-exclusive Easements that may have non-conflicting concurrent use by Grantor. Parcel "C" is an exclusive Easement that shall be solely for the benefit of the Grantee for purposes of locating a sewage pump station and may not have concurrent use by Grantor or its assignees.
 - 1.2 **Location.** The Easement is located on that portion of the Property and is more particularly described in metes and bounds in the attached legal description identified as Exhibit C, and which is shown on the map attached hereto as Exhibit D ("Easement Area"). Both exhibits are incorporated herein by reference. Parcel "A," Parcel "B" and Parcel "C" are clearly defined and depicted on Exhibits C and D, respectively.
 - 1.3 **Permitted Uses.**
 - 1.3.1 **Sewage Pipeline, Pump Station and Apparent Uses.** Grantee's use of the Easement shall be limited to activities associated with sewer collection and conveyance, which includes the right to lay, construct, use, operate, maintain, reconstruct, alter, add to, repair, replace and remove underground pipelines and appurtenances thereto, for the purpose of conveying sewage over, under, across and through the Easement Area. Further, Grantee's use includes the right to construct, use, operate, maintain, reconstruct, alter, add to, repair and replace a sewage pump station and related improvements, including a utility building to house critical equipment supporting pump station operations.
 - 1.3.2 **Access and Assignment.** Grantee and its successors, assigns, agents, employees and contractors shall have the right of ingress to and egress through the Property to and from the Easement and all pipelines, appurtenances, pump station and related improvements located thereon at all times, together with the temporary right to deposit tools, implements and other materials thereon whenever and wherever necessary for the purposes set forth herein. Grantee shall further have the right to authorize others to use the Easement for the purposes set forth herein. Vehicular access to the sewage pump station shall be maintained for emergency purposes at all

times. Grantor shall restrict parking in front of access gates to the sewage pump station and shall provide Grantee full access to the Easement area at all times, even during periods when the Property is closed to public access.

1.3.3 **Consistency with Approvals.** Grantee's use of the Easement shall at all times be consistent with applicable approvals, including but not limited to the environmental mitigations set forth in the environmental review documents prepared for the Project pursuant to the California Environmental Quality Act, certified by Grantee and considered and approved by Grantor. Grantee's use of the Easement shall further be consistent with applicable Coastal Development and Conditional Use Permits issued to Grantee by Grantor.

1.3.4 **Grantor's Reservation of Rights.** Grantor reserves any rights which Grantor may have to enter upon the non-exclusive portions of the Easement area or to improve or modify the Property for any purpose, provided, however, that Grantor shall not directly or indirectly interfere with the Easement or endanger Grantee's exercise of the rights described in this Agreement.

2. **CONSIDERATION.** In consideration for the grant of easement provided herein, Grantee shall abandon and completely remove the existing on-site wastewater disposal system, provide all labor and materials for the connection of the existing public restroom facilities to the new public sewer system and waive recovery of pro-rata cost sharing contributions from Grantor in the approximate amount of \$249,796.00. These costs would otherwise be incurred by Grantor as a result of connecting existing restroom facilities to Grantee's infrastructure developed and financed through Carpinteria Sanitary District Assessment District 2007-1.

3. **GRANTEE'S OBLIGATIONS.**

3.1 **Maintenance.** Grantee shall be solely responsible for the costs incurred under the exercise of its rights under this Agreement. Further, Grantee shall be liable to Grantor for all damage caused by Grantee in the exercise of any of its rights hereunder, and Grantee agrees to replace and repair all surfaces as nearly as possible to their grade and condition immediately prior to the exercise of any rights granted herein. Grantee further agrees to replace or repair at Grantee's sole cost and expense landscaping, irrigation and electrical, if any, which is damaged by Grantee in the exercise of any of its rights hereunder; provided, however, that (1) Grantee shall not be required to replace mature trees or other mature landscaping with specimens of similar age, size or maturity, but Grantee shall instead be entitled to select such replacement specimens as Grantee deems to be reasonable under the circumstances, provided that such replacement is consistent with the environmental mitigations imposed on the Project and that Grantor concurs in the selection of replacement specimens, which concurrence shall not be unreasonably withheld; and (2) Grantee shall not be required to replace any landscaping which Grantee and Grantor mutually determine restrict Grantee's access to the Easement or damage Grantee's pipelines or appurtenances located within the Easement. This paragraph shall not apply to the exclusive Easement area described herein as Parcel "C", as Grantee intends to construct sewage pump station improvements that will permanently alter the surface condition in that location.

- 3.2 **Abandonment.** Grantee shall cause the pumping and removal of existing on-site wastewater disposal system at Grantee's sole cost and expense. Removal of such system shall comprise at a minimum of the complete removal of three (3) existing one thousand seven hundred fifty (1,750) gallon fiberglass septic tanks and any appurtenances related to such said system, including removing a minimum of ten (10) linear feet of existing overflow line from third septic tank, capping said line and installing at final grade an eight (8) inch concrete handhole at location of capped line. Grantee shall restore site as nearly as possible to previous grade and condition at execution of this Agreement or a condition mutually agreed upon by Grantee and Grantor prior to removal of said septic tanks. The area of removal of the existing overflow line is to be back filled and area restored as nearly as possible to previous grade and condition at execution of this Agreement or a condition mutually agreed upon by Grantee and Grantor prior to removal and capping of existing overflow line.
- 3.3 **Improvements.** Grantee shall be solely responsible for the costs of all materials and labor incurred to connect the existing public restroom facilities to the new public sewer service upon the removal of said existing public facilities from the on-site wastewater disposal system. Grantee shall install and provide any and all materials and labor related to the installation of a new two-inch (2") water sub-meter and any appurtenances thereof.
- 3.4 **Indemnification by Grantee.** Grantee, its successors and assigns, shall waive all claims against Grantor, its agents, employees or lessees and shall indemnify, defend and save harmless the Grantor, its officers, agents, employees or lessees from any and all claims, costs, demands, loss, damages or expenses (including reasonable attorney's fees), judgments or liabilities arising out of this Easement or occasioned by the Grantee's performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the Grantee or its agents or employees or other independent contractors directly responsible to Grantee; except those claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgment or liabilities resulting from the sole negligence or willful misconduct of Grantor.
- 3.5 **Insurance.** Grantee hereby represents that it is insured through a self insured pool for liability purpose
- 3.6 **Taxes.** Grantor shall continue to be responsible for paying all real property taxes or other assessments, bonds or levies ("**Taxes**") against the Easement and Property, if applicable. However, to the extent any additional Taxes are specified in the tax assessor's records as being caused by improvements installed within the Easement by Grantee, Grantee shall be responsible for paying such additional Taxes. Notwithstanding the foregoing, it is acknowledged that both Grantor and Grantee are public entities and exempt from payment of such taxes

4. **GRANTOR'S OBLIGATIONS.**

- 4.1 **Subsequent Improvements.** Grantor and Grantor's successors shall not, without Grantee's prior written consent, install or permit to be installed subsequent to the date hereof any surface or subsurface improvements or pipelines ("Subsequent Improvements") within the Easement which will in any way (1) restrict Grantee's access to the Easement or any pipelines or appurtenances located therein, (2) increase Grantee's cost of installing, maintaining or repairing its pipelines or appurtenances, or (3) otherwise interfere with Grantee's exercise of its rights hereunder. In the event Grantee incurs additional costs in connection with the

exercise of its rights hereunder due to the presence of Subsequent Improvements which Grantor or Grantor's successor installed or permitted to be installed without Grantee's prior written consent, such additional reasonable costs shall be promptly paid to Grantee by Grantor, or Grantor's successor, upon demand therefor by Grantee. The term "Subsequent Improvement" as used herein shall include, but shall not be limited to, permanent or temporary physical improvements (with the exception of roadways), as well as trees, bushes and other landscaping characterized by deep roots which may (1) restrict access to, (2) cause root intrusion into, or (3) cause the movement of Grantee's pipelines and appurtenances within the Easement.

- 4.2 **Fees and Costs.** Upon connection of the existing public restroom facilities to Grantee's public sewer system, Grantor or Grantor's successors shall pay Grantee connection fees in an amount representing four (4) equivalent dwelling units. Furthermore, Grantor or Grantor's successor shall reimburse the Grantee for the materials and labor costs solely related to the installation of a new two-inch (2") water sub-meter and any appurtenances related to such installation. Grantor or Grantor's successor shall not be required to pay or reimburse any applicable installation fees levied by other public agencies related to the new two-inch (2") water sub-meter. Grantor or Grantor's successor shall reimburse the Grantee for the fees pertaining to the Local Agency Formation Commission annexation process of Assessor Parcel Number 001-220-048, into the District's sphere and service area excluding the cost for the annexation map preparation. Grantor or Grantor's successor shall be responsible in conjunction with the Grantee for obtaining an annexation map. Any and all cost related to the annexation map preparation shall be solely the responsibility of Grantor or Grantor's successor. Notwithstanding anything herein to the contrary, Grantor acknowledges and agrees that it shall promptly pay to Grantee applicable sewer service charges hereinafter levied by Grantee on Grantor's public restroom facilities.

5. GENERAL PROVISIONS.

- 5.1 **Recitals.** The recitals stated at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals, if any, shall be deemed a part of this Agreement.
- 5.2 **Covenant Running With the Land.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns to the parties hereto, and shall be construed as a covenant and restriction which shall run with the land.
- 5.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified in any way except by an instrument in writing, signed by the parties.
- 5.4 **Further Assurances.** The Parties each agree to cooperate with one another and to promptly perform such acts and to execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 5.5 **Authorizations.** All individuals executing this and other documents on behalf of the respective Parties certify and warrant that they have the capacity and have been duly

authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other Party to this Agreement, and hold them harmless, from any and all damages, costs, reasonable attorneys' fees, and other expenses, if the signatory is not so authorized.

- 5.6 **No Waiver.** Any failure to enforce any of the provisions of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the rights of either Party to enforce any and each such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.
- 5.7 **Notices.** All notices, approvals, acceptances, requests, demands and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the party to whom the notice is directed at the address of such party as follows:

Grantor: County of Santa Barbara
General Services Department
1105 Santa Barbara St.
Santa Barbara, CA 93101-6065

With Copy to: Dennis A. Marshall, County Counsel
105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101

Grantee: Carpinteria Sanitary District
Attn: General Manager
5300 Sixth Street
Carpinteria, CA 93013

With Copy to: Anthony Trembley
Musick, Peeler & Garrett LLP
2801 Townsgate Road, Suite 200
Westlake Village, CA 91361

Any communication given by mail shall be deemed delivered two (2) business days after such mailing date, and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address.

- 5.8 **Headings.** The section headings contained in this Agreement are for convenience and reference only and shall not affect the meaning or interpretation of this Agreement.
- 5.9 **Severability.** If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void or against policy, the remaining provisions of this Offer shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.

- 5.10 **Governing Law.** The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of California. The venue for any action or proceeding arising out of or relating to this Offer shall be Santa Barbara County, California.
- 5.11 **Construction.** No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement, which shall be interpreted and enforced according to the plain meaning thereof.
- 5.12 **Incorporation of Exhibits.** The exhibits attached to this Agreement are incorporated by this reference.
- 5.13 **Counterparts and Execution.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original Agreement and all of which taken together shall constitute one (1) agreement, notwithstanding that all of the parties are not signatories to the original or to the same counterpart.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Utility Easement and Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

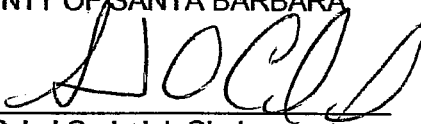
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy

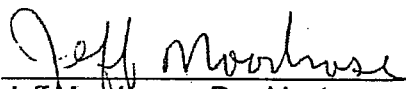
ATTEST:
KIM GARCIA
CLERK TO THE BOARD

By: 
Deputy

"Grantor"
COUNTY OF SANTA BARBARA

By: 
Salud Carbajal, Chair
Board of Supervisors

"District"
Carpinteria Sanitary District

By: 
Jeff Moorhouse, President
Board of Directors

Date: April 18, 2013

ACKNOWLEDGMENT

STATE OF CALIFORNIA

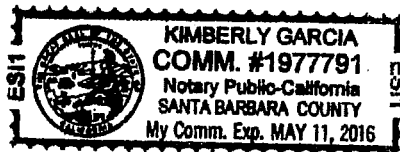
COUNTY OF SANTA BARBARA

On April 18, 2013 before me, Kimberly Garcia, a notary public, personally appeared Jeff Moorhouse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly Garcia (Seal)



ACKNOWLEDGMENT

STATE OF CALIFORNIA

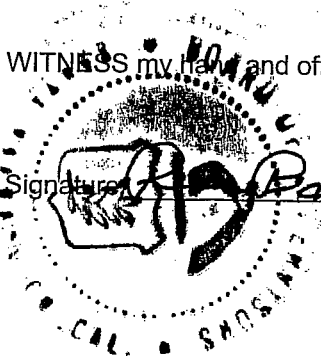
COUNTY OF SANTA BARBARA

On 5-7-13, 2013 before me, Russ Barker, a notary public, personally appeared Salud Carbajal, Chair, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Russ Barker (Seal)



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant of Utility Easement And Agreement dated April 18, 2013, from the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as Grantor, to the CARPINTERIA SANITARY DISTRICT, a governmental agency, as Grantee is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the District pursuant to authority conferred by resolution of the Governing Board adopted on April 16, 2013, and the Grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

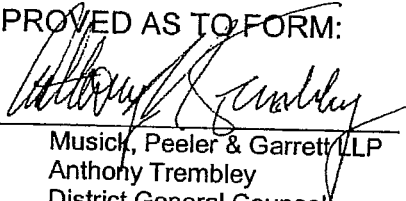
This 18th day of April, 2013



Craig Murray, P.E.
General Manager

APPROVED AS TO FORM:

By:



Musick, Peeler & Garrett LLP
Anthony Trembley
District General Counsel

Exhibit A

Rincon Beach Park

That certain portion of the Rancho El Rincon as granted to the County of Santa Barbara in the Director's Deeds recorded February 19, 1975, as Instrument No. 4935, Book 2552, Page 1310, of Official Records, County of Santa Barbara, State of California, described within said deed as follows:

A portion of the Rancho El Rincon being a part of the existing State highway right of way no longer needed for highway purposes, described as follows:

Beginning at a point distant S. $36^{\circ}41'44''$ E., 728.09 feet from Monument 370-33 as shown on the maps filed in State Highway Map Book 5, pages 787 through 791, records of said County; thence (1), N. $14^{\circ}56'57''$ W., 90.00 feet; thence (2), N. $76^{\circ}03'59''$ W., 154.76 feet; thence (3), N. $58^{\circ}06'59''$ W., 191.25 feet; thence (4), N. $43^{\circ}11'03''$ W., 982.32 feet; thence (5), N. $34^{\circ}41'46''$ W., 706.30 feet; thence (6), N. $51^{\circ}36'26''$ W., 261.59 feet to a point distant S. $59^{\circ}16'55''$ W., 552.93 feet from Monument 371-22 as shown on said maps; thence (7), S. $52^{\circ}41'10''$ W., 151.15 feet to the southwesterly line of the previous Southern Pacific Railroad right of way; thence (8), along said right of way S. $39^{\circ}31'50''$ E., 453.69 feet; thence (9), N. $02^{\circ}16'10''$ E., 52.83 feet; thence (10), southeasterly along said right of way line to the southwesterly line of State highway right of way; Thence (11), along said State highway right of way S. $23^{\circ}03'50''$ E., 154.70 feet; thence (12), S. $35^{\circ}23'55''$ E., 94.69 feet; thence (13), S. $52^{\circ}42'25''$ E., 285.24 feet; thence (14), S. $43^{\circ}33'15''$ E., 108.68 feet; thence (15), S. $66^{\circ}48'30''$ E., 155.82 feet to a line that bears N. $85^{\circ}24'08''$ E., 226.91 feet to the point of beginning.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

Bearings and distances used herein are based on the California Coordinate System, Zone 5.

Excepting and reserving therefrom a nonexclusive easement for road purposes, described as follows:

A strip of land 20 feet in width and lying 10 feet on each side of the following described line.

Beginning at a point on Course 1 described above, said point of beginning being distant S. $37^{\circ}37'01''$ E., 699.96 feet from said Monument 370-33; thence (1), tangent to a line bearing N. $74^{\circ}05'34''$ W., northwesterly along a curve to the right with a radius of 1600 feet through an angle of $13^{\circ}55'12''$ for an arc length of 388.72 feet to a point of compound curvature; thence (2), northwesterly along a curve to the right with a radius of 800 feet through an angle of $21^{\circ}06'03''$ for an arc length of 294.62 feet; thence (3), N. $39^{\circ}04'19''$ W., 188.35 feet; thence (4), tangent to last described course, northwesterly along a curve to the left with a radius of 1500 feet through an angle of $09^{\circ}25'41''$ for an arc length of 246.83 feet to a point of reverse curvature; thence (5), northwesterly along a curve to the right with a radius of 2000 feet, through an angle of $11^{\circ}11'10''$ for an arc length of 390.47 feet; thence (6), N. $37^{\circ}18'50''$ W., 846.93 feet to a point on Course 7



described above, said point being distant, S. 58°42'55" W., 604.55 feet from Monument 371-22 delineated on the above described map.

Bearings and distances used herein are based upon the California Coordinate System, Zone 5.

It is expressly made a condition herein that the conveyed property be used exclusively for park purposes, a public purpose; that if said property ceases to be used exclusively for said public purpose, all title and interest to said property shall revert to the State of California, Department of Transportation, and the interest held by the grantee(s) named herein, or its/their assigns, shall cease and terminate at such time. It is understood and agreed by the grantee(s) herein named, and its/their assigns, that the foregoing provision constitutes a forfeiture and will cause all interests to revert in the State of California, Department of Transportation, if the conveyed property ceases to be used for said public purpose.

Together with Parcels One and Two as granted to the County of Santa Barbara in Grant Deed, recorded April 25, 1967, as Instrument No. 11219, in Book 2188, Page 698, of Official Records, County of Santa Barbara, State of California, described within said deed as follows:

Parcel One

That portion of land situated in the Rancho Rincon in the County of Santa Barbara, State of California, described as follows:

Beginning at the most Westerly corner of the tract of land conveyed in the Deed to Perry Irwin, a single man, recorded on May 24, 1951 in Book 992, Page 313 of Official Records, being on the shore of the Pacific Ocean and Marked by an iron bolt;

Thence First, running along the shore of the Pacific Ocean, North 37°10' West 455.1 feet;

Thence Second, North 32°25' West 300 feet;

Thence Third, North 38°49' West 268.9 feet to an iron bolt;

Thence Fourth, leaving the shore of the Pacific Ocean, North 1°04' East 1,653 feet to a spike in oil road;

Thence Fifth, South 69°01' East 175.1 feet to a 2 inch pipe monument with brass cap;

Thence Sixth, South 8°50' East 940.5 feet to a pipe;

Thence Seventh, South 18°43' East 126.3 feet to a pipe halfway between fences;

Thence Eighth, South 45°26' East 208.2 feet to a pipe;

Thence Ninth, South 63°21' East 113.7 feet to a pipe;

Thence Tenth, South 68°37' East 95.3 feet;

Thence Eleventh, South 11°53' East 275.1 feet to a harrow tooth;



Thence Twelfth, South 45°23' East 272.7 feet to an iron rod;
Thence Thirteenth, South 25°50' East 126.2 feet to an iron rod;
Thence Fourteenth, South 0°23' East 372 feet to a pipe;
Thence Fifteenth, South 19°01' West 171. 3 feet;
Thence Sixteenth, South 37°00' West 65.5 feet to a pipe with brass cap;
Thence Seventeenth, North 71°30' West 280 feet to a pipe;
Thence Eighteenth, South 44°02' West 86.64 feet to the True Point of Beginning.

EXCEPTING THEREFROM all that portion lying Northerly and Northeasterly of the Southeasterly line of the tract of land conveyed to the State of California (Highway U.S. 101) in the Deed recorded July 24, 1950 in Book 930, Page 305 of Official Records, and also lying Northerly and Northeasterly of the Southwesterly line of the Southern Pacific Railroad right-of-way, as said right-of-way is shown on a map in Book 8, Page 36 of Maps and Surveys on file in the office of the County Recorder of said County.

Parcel Two

That portion of land situated in the Rancho Rincon, in the County of Santa Barbara, State of California, described as follows:

Beginning at the Northerly corner of the tract of land conveyed in the Deed to Ruby J. Clark, recorded December 28, 1911 in Book 134, Page 201 of Deeds, and running thence, along the Northwesterly line of said tract of land South 37°30' West 920 feet, more or less, to the shore of the Pacific Ocean; thence, North 31°57' West 260.7 feet along the shore of the Pacific Ocean; thence North 23°37' West 365.5 feet; thence, North 30°13' West 265.00 feet, to the True Point of Beginning;

Thence First, North 30°13' West 355.90 feet, more or less to a point;
Thence Second, North 44°02' East 86.64 feet to a point;
Thence Third, South 71°30' East 63.00 feet to a point;
Thence Fourth, South 23°53' East 40.0 feet, more or less, to a point;
Thence Fifth, South 36°13'05" East 94.71 feet;
Thence Sixth, South 53°31'35" East 225.29 feet to a point;
Thence Seventh, South 62°06'43" West 218 feet, more or less, to the True Point of Beginning.



EXCEPTING FROM said Parcels "One" and "Two" hereinabove described all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, 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 or 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, without, however, the right to drill, mine, explore, and operate through the surface of the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger or interfere with any public use of said land or any public improvement or structure thereon.



MA Castellanos
12/11/12



STATE OF CALIFORNIA
(HIGHWAY 101)
JULY 24, 1950
BK. 930, PG. 305

SOUTHBOUND 101 OFFRAMP TO BATES RD.
INST. # 4935 FEBRUARY 19, 1975
BK. 2552, PG. 1310

PARCEL ONE

INST. # 11219
APRIL 25, 1967
BK. 2188, PG. 698

PARCEL TWO



Ma Costa
12/11/12



EXHIBIT B

RANCHO EL RINCON
COUNTY OF SANTA BARBARA, CA

Penfield & Smith
Engineering · Surveying · Planning
· Construction Management ·

111 East Victoria Street, Santa Barbara, CA 93101
Phone: (805) 963-9532 Fax: (805) 966-9801

16269.40 DWG: 16269LEGALS.dwg PLOT DATE: 12/11/2012 SCALE: 1"=250'

EXHIBIT 'C'

LEGAL DESCRIPTION

Portions of the parcel of land described in Director's Deed to the County of Santa Barbara, recorded as Instrument No. 4935, on February 19, 1975, in Book 2552, Page 1310, of Official Records, County of Santa Barbara, State of California.

Parcel "A"

A strip of land fifteen feet (15') in width lying 7.50 feet on each side of the following described line:

Beginning at a point on the easterly line of said parcel, distant South $14^{\circ}57'47''$ East 68.24 feet from the northerly terminus of the first course of the description of the abovementioned parcel;

Thence, 1st - Leaving said easterly line, North $81^{\circ}12'21''$ West, a distance of 20.86 feet to a point having a northing of 1962240.21 feet and an easting of 6115869.35 feet, based on the California Coordinate System, NAD83, Zone 5, epoch 2007.00, said point also being the beginning of a curve to the right having a radius of 100.00;

Thence, 2nd - westerly along said curve a distance of 22.29 feet through a central angle of $12^{\circ}46'22''$;

Thence, 3rd - North $68^{\circ}25'58''$ West, a distance of 136.21 feet to the beginning of curve to the right having a radius of 500.00 feet;

Thence, 4th - northwesterly along said curve a distance of 87.70 feet through a central angle of $10^{\circ}03'00''$;

Thence, 5th - North $58^{\circ}22'58''$ West, a distance of 92.52 feet to the beginning of a curve to the right having a radius of 500.00 feet;

Thence, 6th - northwesterly along said curve a distance of 118.43 feet through a central angle of $13^{\circ}34'15''$;

Thence, 7th - North $44^{\circ}48'42''$ West, a distance of 273.18 feet;

Thence, 8th - North $00^{\circ}25'17''$ East, a distance of 12.31 feet;

Thence, 9th - North $44^{\circ}42'58''$ East, a distance of 12.40 feet, to a point hereinafter referred to as Point "X" having a northing of 1962672.13 feet and an easting of 6115287.78 feet, based on the California Coordinate System, NAD83, Zone 5, epoch 2007.00.

The sidelines of the above described fifteen foot strip shall be prolonged or shortened so as to terminate southerly, on said easterly line of Director's Deed, and northerly on the southwesterly line of Parcel "C" described below.

Containing 11,639 square feet, more or less.



Parcel "B"

A strip of land fifteen feet (15') in width lying 7.50 feet on each side of the following described line:

Commencing at the abovementioned Point "X"; thence, North $23^{\circ}56'45''$ West, a distance of 40.47 feet to the Point of Beginning;

Thence, 1st - North $00^{\circ}10'08''$ East, a distance of 39.17 feet to a point on the fourth course of the said Director's Deed.

The sidelines of the above described fifteen foot strip shall be prolonged or shortened so as to terminate northerly, on said fourth course of Director's Deed, and southerly on the northwesterly line of Parcel "C" described below.

Containing 587 square feet, more or less.

Parcel "C"

Beginning at the abovementioned Point "X";

Thence, 1st - North $44^{\circ}36'13''$ West, a distance of 37.87 feet;

Thence, 2nd - North $45^{\circ}23'47''$ East, a distance of 41.17 feet, to a point on the fourth course of said Director's Deed;

Thence, 3rd - along the northeasterly line of said Director's Deed, South $43^{\circ}11'19''$ East, a distance of 75.04 feet;

Thence, 4th - Leaving said northeasterly line, South $45^{\circ}23'47''$ West, a distance of 39.32 feet to a point distant South $44^{\circ}36'13''$ East, 37.14 feet from Point "X";

Thence, 5th - North $44^{\circ}36'13''$ West, a distance of 37.14 feet to the Point of Beginning.

Containing 3,019 square feet, more or less.

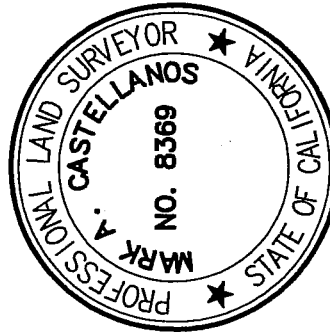
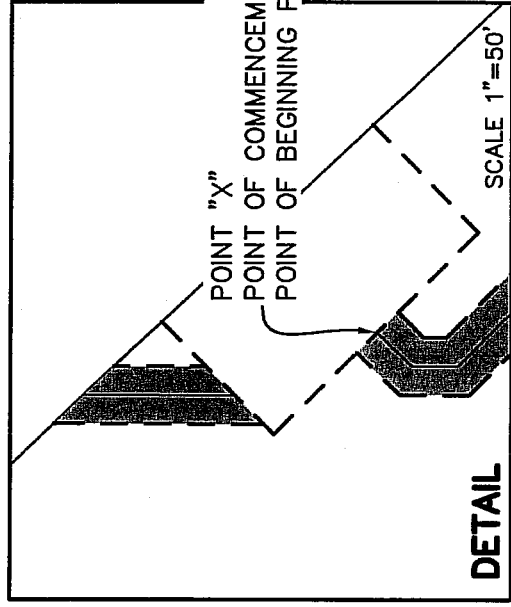
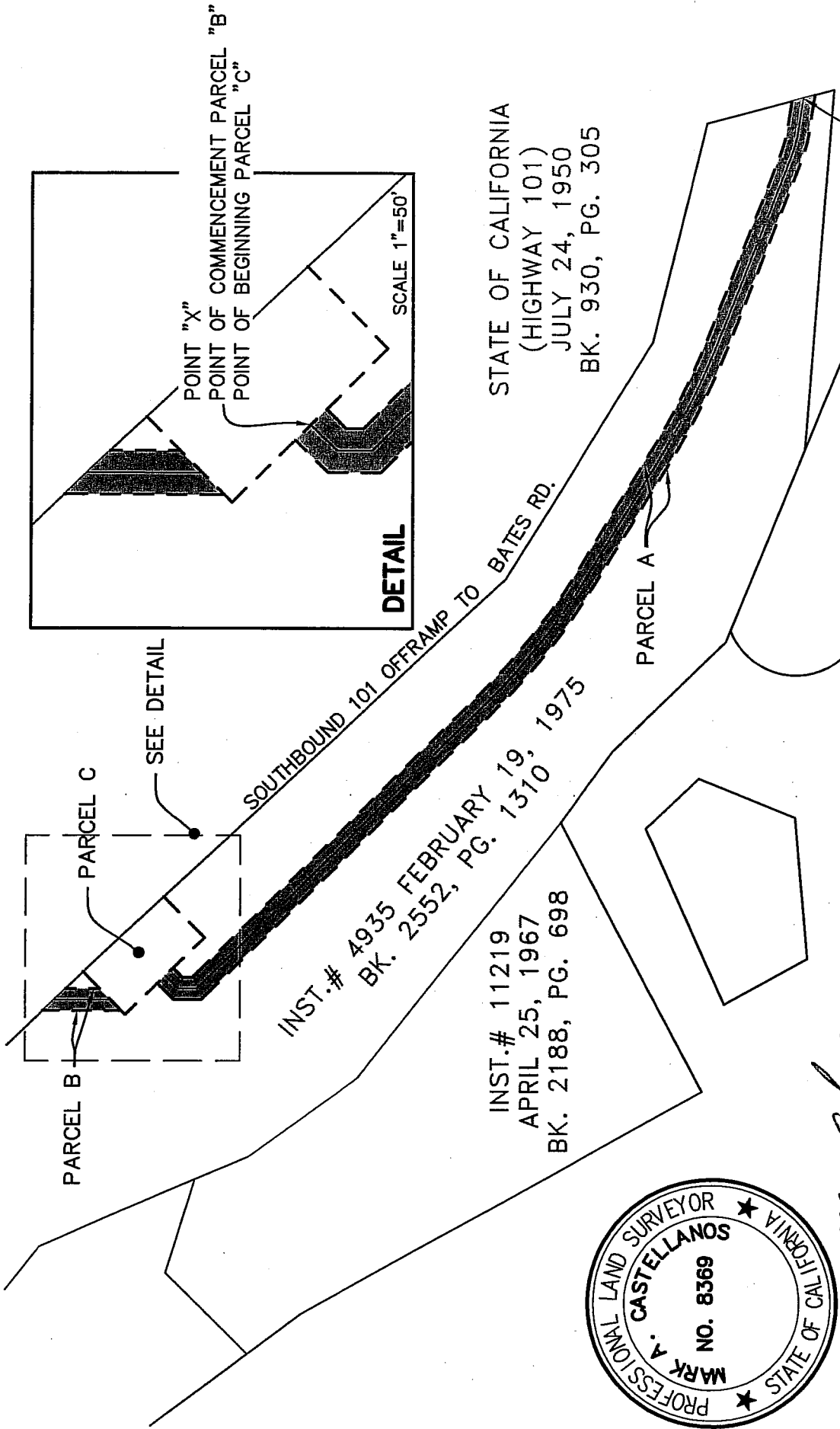
Bearings and Distance used herein are based on the California Coordinate System of 1983, Zone 5 epoch 2007.00. To obtain ground distance multiply distances by 1.00005367.

END OF DESCRIPTION



ma Castellanos
12/11/12





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12/11/12



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16269.40 DWG: 16269LEGALS.dwg PLOT DATE: 12/11/2012 SCALE: 1"=100'

EXHIBIT D
RANCHO EL RINCON
COUNTY OF SANTA BARBARA, CA