

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

Mullen & Henzell L.L.P. (35)
WILL CALL

THIS SPACE FOR RECORDER'S USE ONLY

Parcel A: APN 029-110-027

Parcel B: APNs 029-110-23 & 029-202-01

GRANT OF EASEMENTS AND AGREEMENT

THIS GRANT OF EASEMENTS AND AGREEMENT (this "Grant") is dated as of August 19, 2011 and is made by and among ERNEST H. BROOKS, II, Trustee of the 1995 Ernest H. Brooks II Revocable Trust ("Brooks Trust"), COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("County"), and SANTA BARBARA BOWL FOUNDATION, a California non-profit public benefit corporation ("Foundation").

RECITALS

A. Brooks Trust is the owner of certain real property located in the City of Santa Barbara, County of Santa Barbara, State of California, legally described on Exhibit "A" attached hereto and incorporated herein by reference ("Parcel A"). For purposes hereof, Brooks Trust and any heir, successor, assign and/or mortgagee of Brooks Trust, as the fee owner of Parcel A, shall hereinafter be referred to as "Owner A".

B. County is the owner of certain real property adjacent and contiguous to Parcel A located in the City of Santa Barbara, County of Santa Barbara, State of California, legally described on Exhibit "B" attached hereto and incorporated herein by reference ("Parcel B"). For purposes hereof, the County and any heir, successor, assign and/or mortgagee of the County, as the fee owner of Parcel B, shall hereinafter be referred to as "Owner B".

C. Foundation is the lessee of Parcel B pursuant to a long term lease with the County (as amended, modified, extended or renewed, the "Bowl Lease").

D. Under the terms of this Grant, Owner A hereby desires to grant to Owner B easements for drainage and related purposes over Parcel A for the benefit of Parcel B. At times, Owner A and Owner B are collectively referred to as the "Owners". All references to Parcel A and Parcel B herein shall include any parcel or parcels into which they may hereafter be divided or subdivided.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the parties agree as follows:

1. Grant of Easements by Owner A

Owner A hereby grants to Owner B, the following perpetual non-exclusive easements over Parcel A which easements are appurtenant to Parcel B and for the benefit of Parcel B, Owner B and Foundation:

1.1. Drainage

A perpetual nonexclusive easement and right of way over, across and under Parcel A for water flow, detention and drainage purposes, including, but not limited to, installation, operation, maintenance, repair, replacement, reconstruction, and/or removal of a drain, detention basin, drainage pipelines and appurtenant drainage structures, facilities and similar improvements (collectively "Drainage Facilities"), as legally described and depicted on Exhibit "C" attached hereto and incorporated herein by reference (the "Drainage Facilities Easement").

1.2. Incidental Easements

The easement granted herein shall include such incidental easements on those portions of Parcel A that are necessary for the construction, repair, replacement, reconstruction, removal or maintenance of the easement granted herein, including temporary access by construction vehicles and personnel. Owner B shall have the right to trim or cut tree or vegetation roots and/or remove other obstructions, as may endanger or interfere with the Drainage Facilities. Owner A agrees not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures or things on the Drainage Facilities Easement or which otherwise interfere with the Drainage Facilities.

2. Maintenance and Repair

2.1. Generally

Owner B shall keep and maintain the Drainage Facilities Easement and Drainage Facilities in good condition and repair at its sole cost and expense. All costs incurred by Owner B in the maintenance, repair or replacement of the Drainage Facilities Easement and Drainage Facilities shall be the sole obligation of Owner B and Owner A shall have no responsibility therefore.

2.2. Property Restored

a. Owner B in performing work in connection with the easements granted herein shall perform such work in a quality manner and in accordance with legal and governmental standards of such work. Owner B shall obtain permits to proceed with any work on Owner A's Parcel from the appropriate governmental agencies, and shall provide copies of said permits and copies of the Owner B's work plans to the County architect prior to the commencement of work.

b. Except in the case of emergency or routine pipeline maintenance, Owner B shall give Owner A (and its tenants) no less than five (5) business days written notice prior to the commencement of any work in, on or about Parcel A. In no event shall routine pipeline maintenance interfere with regularly scheduled activities of Owner A (and its tenants). Owner A or its tenants shall have the right to reasonably refuse and reasonably schedule the dates of construction in the event such date(s) interfere with such scheduled events.

c. Owner B, its authorized agents, employees and contractors shall exercise reasonable precautions necessary to prevent damage to and protect Parcel A on which such work shall take place and all structures thereon during Owner B's entry.

d. Owner B shall keep Parcel A and all improvement thereon owned by Owner A or its tenants free and clear of liens for labor and material and shall hold Owner A and its tenants harmless with respect to any such improvements.

e. Upon completion of any construction, Owner B shall remove all of its equipment, materials and supplies from Parcel A and shall restore Parcel A to as near the original condition as is reasonably practicable unless otherwise agreed to in writing by Owner A.

3. Mutual Indemnity

Each party shall defend, indemnify, and hold the other parties and their directors, officers, agents and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or any other cause which arises out of, relates to, or results from the activities or omission, negligent or otherwise, under this Agreement of such indemnifying party, and its directors, officers, agents and employees, to the fullest extent allowable by law.

4. Foundation As Agent of County

During the term of the Bowl Lease, (i) Owner B hereby appoints Foundation as its designated and authorized agent to perform Owner B's obligations under this Grant, (ii) Foundation hereby accepts such appointment and agrees to perform such obligations on behalf of Owner B and (iii) Owner A hereby recognizes Foundation as the designated and authorized agent of Owner B in connection with Owner B's rights and obligations under this Grant. During the term of the Bowl Lease, Owner A hereby agrees (i) that Owner B shall have no obligations hereunder and (ii) to look solely to Foundation for the performance of Owner B's obligations hereunder, including, without limitation, any repair, maintenance, payment or indemnity obligations provided for in Sections 2, 3 or 4.

5. Omitted

6. Legal Effect

Each covenant contained in this Grant: (1) is made for the direct benefit of the Parcels as

herein specified; (2) constitutes a covenant running with the land; (3) binds every party and any person or entity now having or hereafter acquiring an interest in any of the Parcels; and (4) will inure to the benefit of and shall bind each party, each party's successors and assigns and the beneficiary of any deed of trust secured by any of the Parcels or any portion thereof. The covenants contained herein shall constitute covenants running with the land within the meaning of Section 1468 of the California Civil Code.

7. General Provisions

7.1. Attorneys' Fees

If any party institutes any action or proceeding against another relating to the provisions of this Grant or any default hereunder, the successful party in any such action or proceeding shall be entitled to recover from the unsuccessful party, reasonable expenses including, without limitation, attorneys' fees and costs, incurred by the successful party.

7.2. Severability

If any provision of this Grant is invalid or unenforceable, the remaining provisions of this Grant will not be affected thereby and each provision of this Grant will be valid and enforceable to the fullest extent permitted by law.

7.3. Governing Law

This Grant will be construed in accordance with the laws of the State of California.

7.4. Captions

The captions of the paragraphs of this Grant are for convenience only and are not intended to affect the interpretation or construction of the provisions contained herein.

7.5. Binding Effect

The provisions of this Grant will be binding on the parties hereto and their respective heirs, successors, assigns and mortgagees.

7.6. Further Assurances

The parties and their heirs, successors and assignees shall execute such documents and take such further actions necessary to implement the provisions of this Grant.

7.7. Cumulative Remedies.

Each party to this Grant may enforce the provisions in this Grant (a) by a suit at law for damages for any compensable breach of or noncompliance with any of the terms hereof or for declaratory relief to determine the rights and obligations of the parties hereunder, (b) by an action in equity or otherwise for injunctive relief or specific performance; (c) through any right or remedy to which such Owner may be entitled pursuant to any self help provisions of this Grant, and (iv) through any other right or remedy (expressly excluding lien rights over any Parcel) to which such Owner may be entitled at law or in equity.

7.8. Amendment

This Grant may not be amended or modified except by an instrument in writing signed by Owner A, Owner B and the Foundation during the term of the Bowl Lease; provided, however, upon the expiration or early termination of the Bowl Lease, this Grant may be amended or modified solely by an instrument in writing signed by Owner A and Owner B.

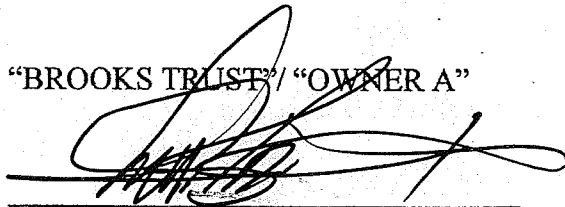
7.9. Counterparts

This Grant may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

[signatures appear on attached pages]

IN WITNESS WHEREOF, this Grant has been executed on the date set forth above.

“BROOKS TRUST”/ “OWNER A”



ERNEST H. BROOKS, II, Trustee of the
1995, Ernest H. Brooks II Revocable
Trust

“COUNTY”/ “OWNER B”

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

“FOUNDATION”

SANTA BARBARA BOWL
FOUNDATION, a California non-profit
public benefit corporation

By: 
Its: PRESIDENT

CERTIFICATE OF ACCEPTANCE IS ATTACHED HERETO

State of California

County of _____

}

On _____, 2011 before me, _____, a Deputy Clerk, personally appeared _____ 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 _____ (Seal)

State of California

County of Santa Barbara

}

On Sept. 15, 2011 before me, Randolph J. Lange, Notary Public (here insert name and title of the officer), personally appeared Paul Dore 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 Randolph J. Lange (Seal)



State of California

County of Santa Barbara }

On Oct. 11, 2011 before me, Randolph J. Langel, Notary Public (here insert name and title of the officer), personally appeared **Ernest H. Brooks, II**, 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 Randolph J. Langel (Seal)

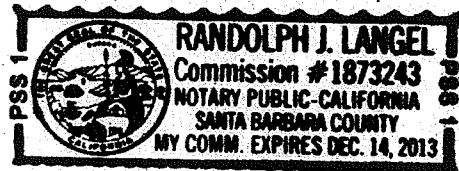


EXHIBIT "A"

Parcel A Legal Description

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

Those Portions of Section 10 and 15 in Township North, Range 27 West, San Bernardino Base and Meridian, in the City of Santa Barbara, County of Santa Barbara, State of California, described as a whole as follows:

Beginning at a brass capped survey monument on the Southerly line of Alameda Padre Serra 60.00 feet wide as shown on map filed in Book 31, Page 45 of record of surveys, in the office of the County Recorder of said County, distant thereon South 85° 20' East 260.02 feet from the Northeast corner of Lot 33 of Barranca Acreage No. 1 as shown on map filed in Book 9, Page 83 of maps and surveys in the office of said County Recorder; thence along said Southerly line, South 85° 20' East 474.57 feet to the beginning of a tangent curve concave Southerly having a radius of 143.97 feet; thence continuing along said Southerly line, Easterly along said curve through a central angle of 10° 17' an arc distance of 25.84 feet to the Northeast corner of the land described in the deed to Santa Barbara School District recorded December 13, 1929 as Instrument No. 13585 in Book 155, Page 327 of Official Records, in the office of the said County Recorder; thence along the Easterly and Southerly boundary lines of said land, South 3° 40' West 694.27 feet to a brass capped survey monument at the Southeast corner thereof and North 85° 29' West 249.16 feet to a brass capped survey monument at the Southwest corner thereof, being also the Northeast corner of the land described in the deed to Santa Barbara School District recorded July 21, 1930 as Instrument No. 7522 in Book 220, Page 9 of said Official Records; thence along the Easterly boundary line of said last mentioned land, South 11° 12' West 533.97 feet to the Northeast corner of the land described in the deed to Sidney A. Lewis recorded January 11, 1963 as Instrument No. 1454 in Book 1971, Page 204 of said Official Records; thence along the Northerly boundary line of said land of Lewis, North 88° 33' West to the intersection with the Easterly boundary line of the land shown on map filed in Book E, Page 20 of S.B.C. Lot-Splits in the office of the County Recorder; thence Northerly along said Easterly line to a brass capped survey monument at the Northeast corner of said last mentioned land; thence North 3° 40' East 697.17 feet to the point of beginning.

APN: 029-110-27

EXHIBIT "B"

Parcel B Legal Description

Parcel One:

That portion of Section 15, in Township 4 North, Range 27 West, San Bernardino Meridian, City of Santa Barbara, County of Santa Barbara, State of California, as described as follows:

Commencing at the intersection of the Westerly line of the tract conveyed by Shinn to Herman Sexauer, Book 147 of Deeds, Page 479, Santa Barbara County Recorder's Office, with the Pueblo Line;

thence 1st, along the line between said tract conveyed to said Sexauer and the Riviera, North 0°01' East 940.05 feet to an angle point in Lot 9 as shown on a Map entitled "Garcia Heights" No. 2 and filed in Book 15, Page 16, Santa Barbara County Records;

thence 2nd, along the line of said Lot 9, South 88°45' West 146.71 feet to a brass cap 2 inch pipe monument;

thence 3rd, leaving said Lot 9, South 4°47' West 934.26 feet to said Pueblo Line from which a similar monument there on bears South 88°32' East, 63.42 feet;

thence 4th, along said Pueblo line South 88°32' East 224.07 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the Deed to the County of Santa Barbara recorded August 12, 1935, in Book 337, Page 321, Official Records of the County of Santa Barbara, California.

Portion of APN# 29-110-23

Parcel Two:

That portion of Section 15, Township 4 North, Range 27 West, San Bernardino Meridian, in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Beginning at a brass cap survey monument on the Westerly line of that parcel of land conveyed to the County of Santa Barbara by the William R. Staats Company by deed filed in Book 342, Page 156 of Official Records of Santa Barbara County, which point is the Southeast corner of a parcel of land conveyed to the Santa Barbara School District by deed filed in Book 155, Page 327 of Official Records of said County; thence along the Southerly line of the last mentioned land North 85°20' West 249.23 feet to a brass cap survey monument; thence South 11°12' West 533.97 feet to the Northwest corner of an easement granted to the County of Santa Barbara by deed filed in Book 331, Page 499 of Official Records of Santa Barbara County; thence along the Northerly line of said easement South 88°33' East 83.69 feet to said Westerly line of the first mentioned land of the County of Santa Barbara; thence North 27°58' East 572.51 feet to the point of beginning.

Portion of APN# 29-110-23

Parcel Three:

Those portions of the Southwest Quarter of the Southeast Quarter of Section 10 and of Government Lot 2, Section 15, Township 4 North, Range 27 West, S.B.M. and a part of Lot 70 of the Outside Pueblo Lands of the City of Santa Barbara, commonly known as and called "Cove Mound Tract" of Hammell's Addition, in the City of

EXHIBIT "B" (continued)

Santa Barbara, County of Santa Barbara, State of California, according to the map thereof recorded in Book "B", Page 305 of Miscellaneous Records of said County, described as a whole as follows:

Beginning at the most Southerly corner of Lot 2 of Garcia Heights No. 2 as per map thereof recorded in Book 15, Page 16 of Maps, records of said County; thence South 0°30' East 25 feet to the true point of beginning; thence North 88°46' West 339.73 feet to the Easterly line of the land described in the deed to Santa Barbara School District recorded in Book 155, Page 330 of Official Records; thence along the Easterly line of said land, South 3°40' West 347.17 feet to the Southeast corner of said land; thence South 27°58' West 652.51 feet to the Northerly line of said Pueblo Lands of the City of Santa Barbara, at a point thereon distant South 88°32' East 60.27 feet from an angle point in the Westerly line of the land described as Parcel 11 in the Deed to the William R. Staats Co., recorded in Book 81, Page 161 of said Official Records; thence along the Northerly line of said Pueblo Lands, South 88°32' East 439.94 feet to the Northwesterly corner of the land described in the deed to Wallace B. Brown, recorded in Book 245, Page 107 of Official Records; thence along the Westerly line of the land described in said deed, South 3°51' West 23.99 feet to a point in a curve concave to the South having a radius of 43.21 feet, to a radial line from said point having a bearing of South 24°33'40" East; thence Easterly and Southeasterly along the arc of said curve through a delta of 91°13'40" a distance of 68.80 feet; thence tangent to said curve, south 23°20' East 58.27 feet; thence North 36°04' East 120.88 feet to the Southwesterly corner of the land described in the deed to George A. Batchelder recorded in Book 78, Page 326 of said Official Records; thence along the Westerly line of the last mentioned land, North 4°47' East 934.26 feet to the true point of beginning.

Portion of APN# 29-110-23 and portion of APN# 29-202-01

Parcel Four:

Those portions of the Southwest Quarter of the Southwest Quarter of Section 10 and of Lot 2 of Section 15, Township 4 North, Range 27 West, S.B.B.&M., in the City of Santa Barbara, County of Santa Barbara, State of California, described as a whole as follows:

Beginning at the most Southerly corner of Lot 2 of Garcia Heights No. 2 as per map recorded in Book 15, Page 16 of Maps, records of said County; thence South 0°30' East 25 feet to the true point of beginning; thence South 4°47' West 934.26 feet to a monument in the Northerly line of the Pueblo Lands of the City of Santa Barbara; thence North 32°42' East 228.26 feet; thence North 4°55' East 235.20 feet; thence North 9°53' East 379.64 feet; thence North 41°44' West 188.68 feet to the true point of beginning.

Portion of APN# 29-110-23

Parcel Five:

An easement for a right of way as a means of ingress and egress in the City of Santa Barbara, County of Santa Barbara, State of California described in Deed to the County of Santa Barbara recorded August 12, 1935, Instrument No. 5661, Book 337, Page 321 of Official Records.

Parcel Six:

That portion of Lot 70 of the Outside Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition and described as follows:

Beginning at a point on the Northeasterly line of Milpas Street distant thereon 265.03 feet Southeasterly from the Northwesterly line of Anapamu Street, said point of beginning being also the most Westerly corner of the land described in the deed to Dell M. Shinn, recorded in Book 118 of Deeds, Page 414, in the County Recorder's Office of Santa Barbara County, California;

EXHIBIT "B" (continued)

thence along Northwesterly line of said Shinn North 36°05' East 460.60 feet to the true point of beginning; thence South 10°02' East 24.95 feet; thence South 42°58' West 80.19 feet to a point on said Northeasterly line of land described in deed to said Shinn; thence Northeasterly along said Northwesterly line to the true point of beginning.

Portion of APN# 29-202-01

Parcel Seven:

That portion of Pueblo Lot No. 70 of the City of Santa Barbara, situate in the City of Santa Barbara, County of Santa Barbara, State of California, and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition in said City, according to the map thereof recorded in Book "B", at Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Northwesterly line of Anapamu Street with the Northeasterly line of Milpas Street; thence South 50°17' East, along said Northeasterly line of Milpas Street, 160.54 feet; thence North 36°04' East 126.74 feet to the beginning of a curve to the left having a radius of 229.25 feet and a delta of 14°54'40"; thence Northerly along the arc of said curve to the end thereof; thence North 21°09'20" East 35.35 feet to the beginning of a curve to the right having a radius of 58.24 feet and a delta of 45°19'40"; thence Northeasterly along the arc of said curve to the end thereof; thence North 66°30' East 49.97 feet to a point; thence North 23°30' West 13.5 feet to the true point of beginning of the tract of land herein described; thence South 66°30' West 28.26 feet to the beginning of a curve to the right having a radius of 11.00 feet and a delta of 10°10'; thence along the arc of said curve to the end thereof and the beginning of another curve to the left having a radius of 96.81 feet, a delta of 17°00', and a long chord which bears North 14°50' West 28.62 feet; thence along the arc of said curve to the end thereof; thence North 23°20' West 30.58 feet; thence North 36°04' East 120.88 feet to the Pueblo Line of the City of Santa Barbara; thence South 89°21' East along said line 137.70 feet to the Northwesterly corner of the tract of land described in the deed to Reginald Durnford Morgan, et ux., dated February 18, 1928 and recorded in Book 134, at Page 147 of Official Records of said County; thence South 36°04' West, along the Northwesterly line of said Morgan tract, 146.69 feet to a pipe set at the most Westerly corner thereof; thence South 53°56' East along the Southwesterly line of said tract, 4.53 feet to a point; thence South 66°30' West 71.61 feet to the point of beginning.

Portion of APN# 29-202-01

Parcel Eight:

That portion of Pueblo Lot 70 of the City of Santa Barbara, County of Santa Barbara, State of California and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition in said City, according to the map thereof recorded in Book "B", Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at a point on the Pueblo Line of the City of Santa Barbara, at the Northwesterly corner of the tract of land described in the deed to Dell M. Shinn, dated February 25, 1908, and recorded in Book 118, Page 414 of Deeds, records of said County; thence South 36°04' West along the Northwesterly line of said Shinn tract of land, 196.75 feet to a pipe survey monument; thence North 53°56' west 70.37 feet to a pipe survey monument; thence North 36°04' East 146.69 feet to a pipe survey monument set on said Pueblo Line; thence South 89°21' East along said last mentioned line, 86.37 feet to the point of beginning.

Portion of APN# 29-202-01

Parcel Nine:

That portion of Pueblo Lot No. 70 of the City of Santa Barbara, in said City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

EXHIBIT "B" (continued)

Commencing at the intersection of the Northwestern line of Anapamu Street with the Northeastly line of Milpas Street; thence Southeasterly 177.08 feet along said line of Milpas Street to the true point of beginning of the premises herein described; thence continuing Southeasterly 88.45 feet along said line; thence North $36^{\circ}04'$ East 382.10 feet to the most Southerly corner of the tract of land described in the Deed to Reginald Durnford Morgan, et ux., dated February 18, 1928, recorded in Book 134 at Page 147 of Official Records of said County; thence North $53^{\circ}56'$ West 65.84 feet; thence South $43^{\circ}46'20''$ West 77.64 feet; thence South $66^{\circ}30'$ West 49.97 feet to the beginning of a curve to the left having a radius of 41.74 feet; thence along the arc of said curve 33.02 feet; thence South $21^{\circ}09'20''$ West 35.35 feet to the beginning of a curve to the right having a radius of 245.75 feet; thence along the arc of said curve 63.96 feet; thence South $36^{\circ}04'$ West 127.79 feet to the true point of beginning.

Portion of APN# 29-202-01

Parcel Ten:

That portion of Pueblo Lot No. 70 of the City of Santa Barbara, situate in said City of Santa Barbara, County of Santa Barbara, State of California, and being also a portion of what is commonly known as and called "Cove Mound Tract" of Hammell's Addition in said City, according to the map thereof recorded in Book "B" at Page 305 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Northwestern line of Anapamu Street with the Northeastly line of Milpas Street; thence South $50^{\circ}19'$ East, along said Northeastly line of Milpas Street, 177.08 feet to its intersection with the Southeasterly line of Lowena Drive, as said Lowena Drive is shown upon the map thereof filed in the Office of Santa Barbara County Surveyor as County Surveyor's Map No. 630; thence in a general Northeastly direction along the Southeasterly line of Lowena Drive, as said Lowena Drive is shown upon the above mentioned map, the following courses and distances; North $36^{\circ}04'$ East 127.79 feet to the beginning of a curve to the left having a radius of 245.75 feet and a delta of $14^{\circ}54'40''$; thence Northerly along the arc of said curve, 63.96 feet to the end thereof; thence North $21^{\circ}09'20''$ East 35.35 feet to the beginning of a curve to the right having a radius of 41.74 feet and a delta of $45^{\circ}19'40''$; thence Northeastly along the arc of said curve 33.02 feet to the end thereof; thence North $66^{\circ}30'$ East 49.97 feet to a point, said point being the true point of beginning of the tract of land herein described; thence North $23^{\circ}30'$ West, continuing along said Lowena Drive 30.00 feet to a point; thence North $66^{\circ}30'$ East, leaving said Lowena Drive and following along the Southeasterly line of the tract of land described in deed from Wallace B. Brown to George A. Batchelder and recorded in Book 268, Page 91, Official Records in the County Recorder's Office, 71.64 feet to point; thence South $43^{\circ}46'20''$ West 77.64 feet to the true point of beginning.

Said tract of land is described in Parcel 2 in that certain deed from Mary W. Batchelder to the County of Santa Barbara, recorded in Book 495 at Page 63 of Official Records in the County Recorder's Office of said County.

Parcel Eleven:

An easement for road purposes over the a portion of said land in the City of Santa Barbara, County of Santa Barbara, State of California as described in Deed to the County of Santa Barbara recorded August 12, 1935, Instrument No. 5662, Book 337, Page 323 of Official Records.

Parcel Twelve:

An easement for public road purposes over that portion of Lot 70 of the Outside Pueblo Land in the City of Santa Barbara, County of Santa Barbara, State of California as described in Deed to the County of Santa Barbara recorded August 12, 1935; Instrument No. 5663, Book 337, Page 324 of Official Records.

Parcel Thirteen:

An easement for road purposes over a portion of said land in the City of Santa Barbara, County of Santa Barbara, State of California described in Deed to the County of Santa Barbara recorded August 12, 1935, Instrument No. 5664, Book 337, Page 325 of Official Records.

EXHIBIT "C"

Legal Description and Exhibit Map Depicting Drainage Facilities Easement

Exhibit C

Drainage Facilities Easement

Legal Description

That portion of the land in the City of Santa Barbara, County of Santa Barbara, State of California, as described in the deed to Ernest H. Brooks, II, recorded in the office of the County Recorder of said County January 28, 2000 as Instrument No. 2000-0005267 of Official Records, described as follows:

Commencing at an angle point in the easterly line of said Brooks parcel, said point being at the easterly terminus of that certain course recited in said deed as having a bearing and distance of "North 85°29' West, 249.16 feet"; thence, along said easterly line, North 84°25'44" West, 249.23 feet to an angle point in said line and the True Point of Beginning;

Thence, 1st, along the westerly prolongation of said line, North 84°25'44" West, 67.61 feet;

Thence, 2nd, parallel with said easterly line, South 12°06'16" West, 116.83 feet;

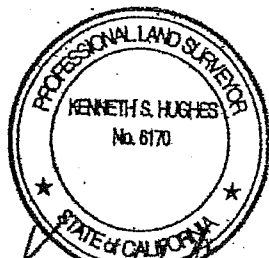
Thence, 3rd, parallel with the 1st course recited above, South 84°25'44" East, 67.61 feet to a point in said easterly line;

Thence, 4th, along said line, North 12°06'16" East, 116.83 feet to the True Point of Beginning.

Containing 7,848 square feet, more or less.

Prepared by:

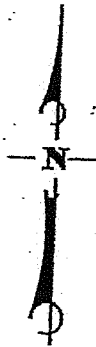
Kenneth S. Hughes
PLS 6170
License expiration
date: 3/31/12



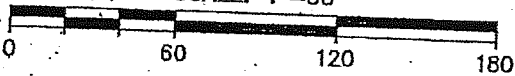
July 21, 2011



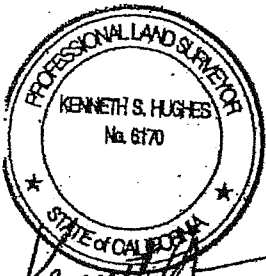
EXHIBIT "C" (continued)



SCALE: 1"=60'

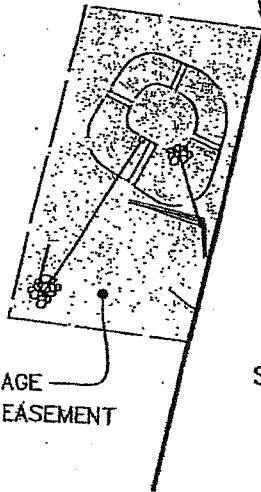


APN 029-110-027
ERNEST BROOKS II
INST. NO. 2000-0005267 O.R.



July 21, 2011

TRUE POINT OF BEGINNING



DRAINAGE
FACILITIES EASEMENT

POINT OF COMMENCEMENT
FOR LEGAL DESCRIPTION

APN 029-110-023
SANTA BARBARA COUNTY BOWL

EXHIBIT C

**DRAINAGE FACILITIES EASEMENT
OVER A PORTION OF BROOKS PROPERTY**

**APN 029-110-027
CITY OF SANTA BARBARA, CA**



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

W.O. 18603.02 18603\SURVEY\REVISED-ESMTS-C3D.dwg

JULY 21, 2011

EXHIBIT "C"

CERTIFICATE OF ACCEPTANCE

State of California)
) SS:
County of Santa Barbara)

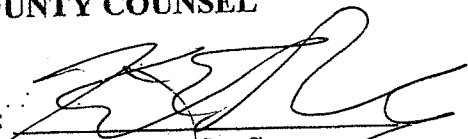
THIS IS TO CERTIFY that the interest in the real property conveyed by the attached **GRANT OF EASEMENTS AND AGREEMENT** dated August 19, 2011, from **ERNEST H. BROOKS, II**, Trustee of the 1995 Ernest H. Brooks II Revocable Trust, to the **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on _____, 2011, and the County of Santa Barbara as grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this ___ date of _____, 2011.

CHANDRA L. WALLAR,
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel