

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Planning and Development  
123 E. Anapamu Street  
Santa Barbara, CA 93101

SEND ANOTHER COPY TO: Planning and Development  
ATTENTION: Lisa Hosale

(FOR RECORDER'S USE)

CONDOMINIUM SUBDIVISION AGREEMENT

THIS CONDOMINIUM SUBDIVISION AGREEMENT is entered into on the date set forth below in Santa Barbara, California, by and between the COUNTY OF SANTA BARBARA, a body corporate and politic (hereinafter referred to as "County"), and Marcus and Hope Thrane and Richard and Judy Harber (hereinafter referred to as "Subdivider").

WHEREAS:

A. Subdivider is the owner of two existing rental duplex apartments consisting of two units located at and commonly known as 530A and 530B San Ysidro Road in the Montecito area of Santa Barbara County, (APN 011-200-057).

B. On May 19, 2004, the Montecito Planning Commission approved a tentative parcel map application (03TPM-00000-00024) to divide the .29 acre parcel to an airspace condominium subdivision.

C. In approving the tentative parcel map for the airspace condominium subdivision, the Montecito Planning Commission imposed numerous conditions, including a condition that the Subdivider enter into an agreement with the County to provide certain notices and protections to the tenants of the project and to limit the rent increases for said apartments for a five (5) year period.

D. The County and Subdivider desire to enter into this Agreement in order to carry out the aforementioned condition.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, the parties hereto agree as follows:

1. EVICITION OF TENANTS

Subdivider agrees, pursuant to Santa Barbara County Ordinance 3168, that no tenant residing in the project on the date of approval of this Tentative Parcel Map shall be evicted within five year from the date of such approval as a direct result of the conversion of the project rental units to a condominium. This agreement shall not prevent the eviction of any tenant for violation of any agreement, expressed or implied, or shall not prevent the expiration of standard lease agreements between subdivider and tenants.

2. NOTICE TO TENANTS OF APPROVAL OF PARCEL MAP

Subdivider agrees, pursuant to the Subdivision Map Act, Government Code Section 66427.1(b), that each of the tenants residing in the project on the date of recordation, if any, will be given written notification within ten days of approval of a final parcel map for the condominium conversion. Proof of such notice, or proof that such notice is not necessary because there are no tenants, shall be provided concurrent with recordation.

3. NOTICE TO TENANTS OF INTENTION TO CONVERT

Subdivider agrees, pursuant to the Subdivision Map Act, Government Code Section 66427.1(c), that each of the tenants residing in the project, if any, has been, or will be, given 180 days written notification of the intention to convert prior to the termination of tenancy due to the conversion, or subdivider shall provide proof that such notice is not necessary because there are no tenants, shall be provided concurrent with recordation.

4. FIRST RIGHT OF REFUSAL

Subdivider agrees, pursuant to the Subdivision Map Act, Government Code Section 66427.1(d), that each of the tenants, if any, residing in the project shall be given notice of an exclusive right to contract for the purchase of their respective units upon the same terms and conditions that such units will be initially offered to the general public or terms more favorable to the tenant. Such first right to purchase shall run for a period not less than 90 days from the date of issuance of the subdivision public report (Business and Professions Code section 11018.2), unless the tenant gives prior notice of his intention not to exercise the right.

5. LIMITATION ON RENT INCREASES

Subdivider agrees that for tenants residing in the project on the date of approval of the Tentative Parcel Map, for a period of five years commencing upon the date of approval of this Tentative Parcel Map, the rent on their units shall not be increased more than the percentage increase in the Consumer Price Index for all urban consumers for the Los Angeles-Long Beach area (1967-100) as published by the U.S. Department of Labor's Bureau of Labor Statistics, except that, in addition, such rent may be increased or shall be decreased in order to pass onto such tenants their pro-rata share (calculated on the basis of the total number of units in the condominium project) of the increase or decrease in the real property taxes as compared to the property taxes during the period until termination of tenant's occupation. The term "property taxes" shall mean and include all taxes, assessments, and other governmental charges, general or special, ordinary or extraordinary, of any kind or nature whatsoever, applicable to the property covered by this Tentative Parcel Map. This condition shall not apply to changes in the terms of lease rental agreements which are in effect at the date of approval of the Tentative Parcel Map.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns and shall be recorded in the Office of the County Recorder of Santa Barbara County.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21<sup>st</sup> day of November, 2007.

COUNTY OF SANTA BARBARA,  
a body corporate in politic

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By \_\_\_\_\_,  
\_\_\_\_\_, Chair  
Board of Supervisors

By \_\_\_\_\_  
Deputy

SUBDIVIDER Marcus Thrane Nope Thrane  
Judith Herber Richard Kanku

APPROVED AS TO FORM:

STEPHEN SHANE STARK  
COUNTY COUNSEL

By Michelle C. Ghylin 11/21/07  
Deputy County Counsel



11/23/07

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Barbara

On Nov. 28, 2007 before me, Penny Welter

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

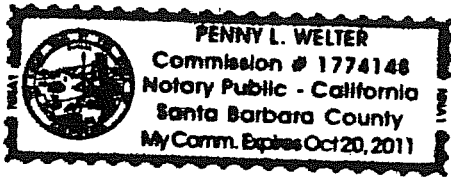
personally appeared Marcus C. Thrane and Hope Judkins Thrane

Name(s) of Signer(s)

personally known to me

(or 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.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Penny Welter

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_