

REAL PROPERTY EXCHANGE AGREEMENT

THIS REAL PROPERTY EXCHANGE AGREEMENT (“Agreement”) is by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and the MONTECITO RETIREMENT ASSOCIATION, hereinafter referred to as the “OWNER”, with reference to the following:

WHEREAS, OWNER is the owner in fee simple of certain real property located in the unincorporated area of the County of Santa Barbara, commonly known as 300 Hot Springs Road, Santa Barbara, California, currently identified as Assessor’s Parcel No. 009-640-001, consisting of approximately 47.31 acres, located in the unincorporated community of Montecito, State of California, described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, In 1973, OWNER’s predecessor-in-interest executed and conveyed to COUNTY a “Grant of Easement for Riding and Hiking Trail” dated February 26, 1973 and recorded in the Official Records of the County of Santa Barbara on March 23, 1973 in Book 2453, Page 493 - 500 (“1973 Trail Easement”); and

WHEREAS, OWNER owns and operates a retirement community on the Property known as Casa Dorinda pursuant to a Conditional Use Permit 90-CP-091 issued by COUNTY (“1990 CUP”); and

WHEREAS, OWNER applied to the COUNTY for a Conditional Use Permit Revision in order to construct improvements to the Casa Dorinda campus (“2016 CUP Revision”); and

WHEREAS, On May 18, 2016, the Montecito Planning Commission approved OWNER’s application for the 2016 CUP Revision subject to certain conditions of approval, including Condition No. 37, attached as Exhibit C, which condition requires that OWNER record a new trail easement and extinguish the 1973 Trail Easement; and

WHEREAS, Pursuant to conditions of approval imposed on the 1990 CUP, OWNER executed and conveyed to COUNTY a “Grant of Open Space Easement” dated November 24, 1992 and recorded in the Official Records of the County of Santa Barbara on January 26, 1993 as Document No. 93-006303 (“1992 Open Space Easement”) which dedicated approximately 18.6 acres on the Property for open space purposes; and

WHEREAS, OWNER executed and conveyed to COUNTY a “Modification of Open Space Easement” recorded in the Official Records of the County of Santa Barbara on June 12, 2001 as Document No. 2001-0047157 (“2001 Modification”), which document terminated

GRANTOR's obligations under the 1992 Open Space Easement with respect to approximately 95,000 square feet of the 18.6 acres described in the 1992 Open Space Easement because OWNER conveyed to the COUNTY the right to construct a debris basin thereon; and

WHEREAS, On May 18, 2016, the Montecito Planning Commission approved OWNER's application for the 2016 CUP Revision which included modifications to the existing Open Space Easement. Accordingly, the conditions of approval included (i) Condition No. 14, attached hereto as Exhibit D-1, which condition requires that OWNER prepare and implement a revised Open Space Management Plan, and (ii) Condition No. 36, attached hereto as Exhibit D-2, which condition requires that OWNER grant a new open space easement for 21.73 acres of the Property in lieu of the 1992 Open Space Easement; and

WHEREAS, OWNER agrees to convey this Open Space Easement to COUNTY to ensure that the EASEMENT AREA as defined in Attachment 4 ("Grant Of Open Space Easement", attached hereto and incorporated herein by reference) will be restored, maintained, and protected forever as provided in this Open Space Easement, and that uses of the land that are inconsistent with the Purpose of this Easement as defined in Attachment 1, will be prevented or corrected; and

WHEREAS, California Government Code section 25365(b) authorizes the COUNTY to exchange real property of equal value where the real property to be exchanged is not needed for county use and the property to be acquired is required for COUNTY use provided that such exchange is approved by four-fifths (4/5) vote of the County's Board of Supervisors; and

WHEREAS, the COUNTY will exchange approximately 18.6 acres of existing, dedicated open space easement located on APN 009-640-001 (1992 Open Space Easement), for approximately 18.6 acres of open space easement in a different configuration on the same parcel, an exchange the COUNTY and OWNER agree is of equal value; and

WHEREAS, the COUNTY will exchange approximately 1.07 acres of existing, dedicated trail easement located on APN 009-640-001 (1973 Trail Easement) for approximately 1.07 acres of trail easement in a different configuration on the same parcel, an exchange the COUNTY and OWNER agree is of equal value; and

WHEREAS, OWNER has offered to grant to COUNTY an additional, approximately 3.13 acres of open space easement on APN 009-640-001; and

WHEREAS, OWNER has agreed to grant to COUNTY as trail easement on APN 009-640-001 an additional approximately 1.49 acres of real property currently used by the public as trails.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. EXCHANGE OF PROPERTY INTERESTS:

a. Land to be Exchanged: COUNTY hereby agrees to transfer to OWNER by quitclaim deed approximately 18.6 acres of existing, dedicated open space easement located on APN 009-640-001 (1992 Open Space Easement). In return, OWNER hereby agrees to transfer to the COUNTY by grant deed approximately 18.6 acres of open space easement in a different configuration on APN 009-640-001 ("New Open Space Easement"). The configuration of the New Open Space Easement that OWNER will transfer to COUNTY is shown on the map attached hereto as Exhibit E and is incorporated herein by reference as if set forth in full.

COUNTY hereby agrees to transfer to OWNER by quitclaim deed approximately 1.07 acres of existing, dedicated trail easement located on APN 009-640-001 (1973 Trail Easement). In return, OWNER hereby agrees to transfer to the COUNTY by grant deed approximately 1.07 acres of trail easement in a different configuration on APN 009-640-001 ("Riding and Hiking Trails Easement"). The configuration of the Riding and Hiking Trails Easement that OWNER will transfer to COUNTY is shown on the map attached hereto as Exhibit F and is incorporated herein by reference as if set forth in full.

b. Recordation: Upon final execution of this Agreement, COUNTY shall record with the Santa Barbara County Recorder's Office the following documents in the following order, although COUNTY may record in between the documents below other documents necessary to effectuate the exchange:

- a. Quitclaim Deed of COUNTY's 1992 Open Space Easement (Attachment 1);
- b. Grant Deed of OWNER's Grant of New Open Space Easement (Attachment 2);
- c. Quitclaim Deed of COUNTY's 1973 Trail Easement (Attachment 3);
- d. Grant Deed of OWNER's Grant of Riding and Hiking Trails Easement (Attachment 4).

COUNTY shall pay all recording fees, as well as the documentary stamp tax, if any, incurred in the recordation of the above documents. Upon recordation, COUNTY shall deliver to OWNER the recorded quitclaim deeds, pursuant to the execution of this Agreement.

c. Value of Land to be Exchanged: COUNTY and OWNER have determined that the property interests to be exchanged according to the terms and conditions contained herein are of equal value and that no consideration shall be provided by either party other than the transfer of real property interests described herein.

2. TITLE AND DEED: Title conveyed by OWNER and COUNTY is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and

conditions (recorded and/or unrecorded) or known to OWNER, except covenants, conditions, restrictions, and reservations of record approved by OWNER and COUNTY.

Property taxes for the fiscal year in which this property exchange is completed shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986.(a)(6). OWNER understands that pursuant to Section 4986.(a)(6), OWNER may receive either, 1) an unsecured property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse OWNER for any prepaid property taxes that may be canceled.

3. **PROPERTY “AS IS WITH ALL FAULTS”**: Except as specifically set forth in this Agreement, OWNERS and COUNTY specifically acknowledge that the areas being exchanged pursuant to the terms of this Agreement are being accepted on an “as is with all faults” basis and that neither party is relying on any representations or warranties of any kind whatsoever, expressed or implied, from the other as to any matters concerning the areas, including without limitation: their physical condition; geology; the development potential of the areas and their use, habitability, merchantability, or fitness for a particular purpose; their zoning or other legal status; compliance with law; the presence or removal of hazardous or toxic materials, substances, or wastes on, under or about the areas or the neighboring property.

4. **GOOD FAITH DISCLOSURE**: OWNER and COUNTY have made and shall make good faith disclosure to the other of any and all known facts, findings, or information regarding the areas that are the subject of this Agreement including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contract, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as asbestos, dioxins, oils, PCB’s, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination.

5. **TERMINATION**: OWNER and COUNTY shall have the right to terminate this Agreement at any time prior to the recordation of any documents referenced in Section 1 of this Agreement.

6. **WAIVER**: No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether express or implied, and there are no warranties, representations, covenants, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. The parties hereto have set forth the whole of their agreement. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by both parties.

8. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion

has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

9. **SECTION HEADINGS:** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

10. **REAL PROPERTY DOCUMENTS:** Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Agreement.

11. **SUCCESSORS AND ASSIGNS:** The rights under this Agreement shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

12. **CERTIFICATION OF SIGNATORY(IES):** OWNER represent and warrant that that they are, collectively, authorized to execute this Agreement and that no additional signatures are required to carry out the duties contemplated herein.

13. **AGREEMENT APPROVAL:** This Agreement is subject to the approval of the COUNTY Board of Supervisors by a four-fifths (4/5) vote. Execution of this Agreement by the Chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board of Supervisors.

14. **EXECUTION IN COUNTERPARTS:** The Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many or them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

15. **MISCELLANEOUS PROVISIONS:**

a. **Further Documents:** The parties agree that if any additional documents are necessary to effectuate the terms of this Agreement, they will each cooperate fully to provide such documents when requested.

b. **California Law; Specific Performance:** This Agreement shall be construed and performed in the State of California. Any party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto. Venue in any legal action instituted in the Superior Court of the State of California shall be Santa Barbara County. Venue in any legal action instituted in United States District Courts shall be in the Central District of California.

c. **No Third Party Beneficiary:** This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party, unless expressly otherwise provided.

d. **Severability:** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so

invalidated, would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement and the rights and obligations of the parties hereto.

e. Defense of Agreement: OWNER shall indemnify, and offer to defend and hold harmless COUNTY and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting from, COUNTY's approval of this Agreement or either party's performance pursuant to this Agreement. OWNER agrees that OWNER's counsel will not disclose any information confidential to the COUNTY, gained during such defense, in any future proceedings where COUNTY may be adverse to OWNER or OWNER's counsel, including quasi-judicial, administrative proceedings. COUNTY further irrevocably agrees not to assert any representation in such defense by OWNER's counsel as a potential conflict of interest in any future quasi-judicial, administrative proceeding, where COUNTY is a permitting agency, not related to Casa Dorinda and hereby irrevocably waives any actual or potential conflict of interest under such circumstances. If this Agreement is adjudicated or determined to be invalid or unenforceable, COUNTY agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.

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IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Exchange Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

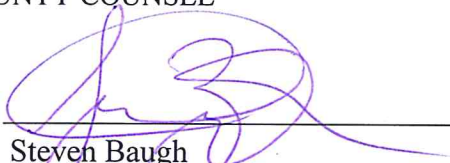
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Supervisor Peter Adam, Chair
Board of Supervisors


By: _____
Deputy

Date: _____


APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Steven Baugh
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller

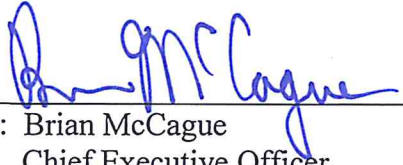
APPROVED:

By: 
Don Grady
Real Property Manager

APPROVED:

By: 
Carol Rehnberg
Risk Management

“OWNER”
MONTECITO RETIREMENT ASSOCIATION



A handwritten signature in blue ink, appearing to read "Brian McCague", is written over a horizontal line.

By: Brian McCague
Chief Executive Officer

Date: 9/8/16

EXHIBIT A

Property Legal Description

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

PARCEL ONE:

That portion of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California, shown as "29.151Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

Except all water and water rights, together with all water and water rights in and of the Hot Springs Branch of the Montecito Creek and the Springs and the source thereof, as granted to Kenneth H. Hunter, et al., by Quitclaim Deeds recorded February 6, 1966 as Instrument No. 4934, 4935 and 4936 in Book 2221, Pages 120, 121 and 124, respectively, of Official Records.

PARCEL TWO:

That portion of the Outside Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California, shown as "19.208 Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof conveyed to the County of Santa Barbara, by deed recorded March 15, 1973 as Instrument No. 9901 in Book 2452, Page 304 of Official Records.

PARCEL THREE:

An easement for road and public utility purposes over all of that certain property described as Parcel One in the deed to Eric P. Ramstrum, et ux., recorded October 16, 1962 as Instrument No. 43340 in Book 1957, Page 72 of Official Records.

PARCEL FOUR:

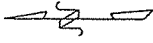
An easement for sewer purposes over a strip of land twenty feet in width lying Northeasterly of and adjacent to the Southwesterly line of Parcel Two as contained in deed recorded October 16, 1962, as Instrument No. 43340 in Book 1957, Page 72 of Official Records, the Northerly line of said easement to be shortened to connect with the Easterly line and the Northwesterly line of said parcel.

APN: 009-640-001

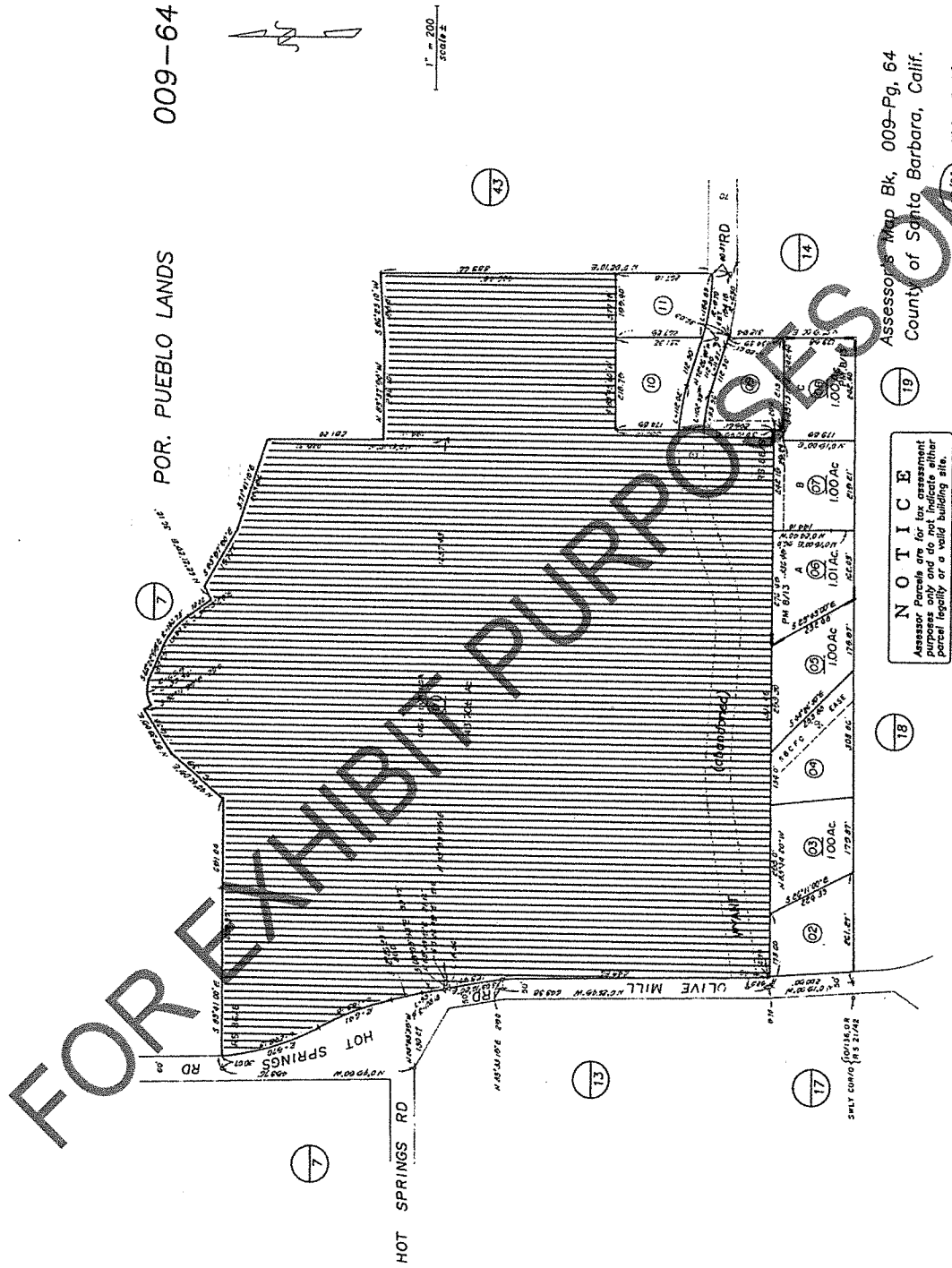
EXHIBIT B

Property Depiction

009-64



1" = 200'
SCALE



Assessor's Map Bk, 009-Pg. 64
County of Santa Barbara, Calif.

NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

FOR EXHIBIT PURPOSES ONLY

EXHIBIT C

2016 CUP Revision Condition 37

37. **SpCond-2 Re-dedication of Trails.** Prior to issuance of Zoning Clearance for any building or structure permitted under 14RVP-00000-00005, the Owner/Applicant shall complete a one-time quit claim of existing recorded trail easements and shall rededicate trail easements within the revised open space easement, to conform to their currently used locations and in accordance with the Parks Department Condition letter dated September 30, 2015, and as modified to retain the trail easement segment at the northwest corner of the property as shown on sheet C-5.1 of the project plans.

TIMING: The quitclaim of existing recorded trail easements and re-dedication of revised trails easements shall be accepted by the Board of Supervisors and recorded on the title, prior to issuance of the first Zoning Clearance for any development permitted as part of 14RVP-00000-00005.

EXHIBIT D-1

2016 CUP Revision Condition 14

14. **Bio-Sp1 – Open Space Management Plan.** The Open Space Management Plan prepared by Watershed Environmental dated March 24, 2009 shall be completely revised and updated to correspond to the modified open space easement boundaries and to define immediate and future management actions within the open space area to promote long term and sustainable ecological functions including specific habitat restoration and management requirements to address, at a minimum, hand or other removal techniques of invasive and non-native plants, restoration of at least five (5) acres of oak woodland habitat, and maintenance of vegetation to achieve screening and buffering for surrounding residences and public views and roadways, and to achieve fuel management mandates. The use of goats or other livestock for fuel management or any other purpose shall be prohibited. This prohibition shall not apply to equestrian use of the trails. The management goal is to restore and enhance oak woodland habitat and improve wildlife habitat quality for birds and small mammals. The management objectives are: 1) to attain 80 percent native vegetation cover after five years beneath the tree canopy where habitat restoration/enhancement occurs and 2) Remove existing nonnative vegetation including understory groundcover, shrubs, and trees within the entire dedicated open space area. The Open Space Management Plan shall include the following:
- (i) A Wildlife Management Plan that assesses wildlife use and includes specific measures for protecting and promoting wildlife use of the open space areas such as:
 - Improving habitat for target wildlife species such as bobcats, brush rabbits and California quail,
 - Improving the ability for terrestrial wildlife to move through the open space areas by providing appropriate groundcover, shelter, and respite areas, and
 - (ii) A Tree Management Plan applicable during and after construction that provides for the monitoring, management, and care for the oaks as well as all specimen eucalyptus and olive trees in the Open Space Easement Area, and
 - (iii) Specific and measurable performance standards similar to those used in the riparian restoration area (Condition #9) to be used in determining the extent to which the goals and objectives of the Plan(s) are being achieved, and
 - (iv) A protocol for annual inspections to be performed at least twice a year for five years and status reports to be submitted by May 15th of each year to the Director of Planning and Development and the Montecito Planning Commission for the first five years after Plan approval (similar to those used in the riparian restoration area -Condition 9), a protocol for ongoing inspections and reports following the end of the initial five-year

period, and a protocol for periodic review and update of the Plan, including, as needed, revisions to address changed circumstances, subject to review and comment by the MPC and the review and approval of the Director of Planning and Development. These reports can be provided to the Montecito Planning Commission upon their request following the initial five-year period.

PLAN REQUIREMENTS: The Owner/Applicant shall update the Open Space Management Plan and submit it to P&D for review and approval.

TIMING: The Open Space Management Plan shall be submitted to the MPC for review and comment prior to P&D's review and approval. P&D shall review and approve the Open Space Management Plan prior to Zoning Clearance issuance.

MONITORING: P&D shall confirm that the Open Space Management Plan has been updated in accordance with these requirements prior to Zoning Clearance issuance. Compliance monitoring staff shall review the annual reports as set forth in the Plan and conduct site inspections as necessary to ensure compliance with the approved Plan, and shall respond to complaints.

EXHIBIT D-2

2016 CUP Revision Condition 36

36. **SpBio-06 Open Space Easement.** The Owner/Applicant shall complete a real property exchange pursuant to Government Code Section 25365, wherein the County would exchange approximately 18.6 acres of existing, dedicated open space easement located on APN 009-640-001 shown in Attachment 9 of the Montecito Planning Commission memorandum dated November 12, 2015, for 18.6 acres of open space easement in a different configuration on the same parcel. The Owner/Applicant shall also offer to dedicate to the County of Santa Barbara an additional 3.13 acres of open space adjacent to the reconfigured 18.6 acres. The new easement area, consisting of the 18.6 acres of exchanged land and the additional 3.13 acres, is shown in Attachment 9 of the Montecito Planning Commission memorandum dated November 12, 2015. As part of the exchange, the Owner/Applicant shall record an easement for the entire 21.73-acre open space easement. The easement shall contain the following language: *The easement may be dedicated to, or transferred to a qualified non-profit organization upon approval of the Director of P&D and acceptance by the qualified non-profit organization's Board of Directors, subject to the approval of the Owner/Applicant which may not be unreasonably withheld.* In addition, the Owner/Applicant shall provide an agreement for long-term monitoring and establish a fund for monitoring costs reviewed and approved by P&D and County Counsel and docketed with the Board of Supervisors prior to issuance of the first Zoning Clearance for any development under 14RVP-00000-00005. The easement shall also state that management of the open space easement area shall be the responsibility of the Owner and shall follow the stewardship and management practices specified in the revised Open Space Management Plan required by Condition 14 of 15RVP-00000-00005. In addition to the elements described in Condition 14 of 15RVP-00000-00005, the revised Open Space Management Plan shall include a component addressing restoration and continued protection of the native understory for the life of the project. Restrictions in the current recorded easement agreement shall be incorporated into the new easement agreement. The owner shall allow County staff or designees to inspect and photo document the condition of the easement area, fencing, signs, plantings at least once per year and the owner must complete any repairs or restoration required by the County or designees.

TIMING: Not more than six months prior to acceptance of the easement, the Owner/Applicant shall provide a current Title Report. The easement shall be accepted by the Board of Supervisors and recorded on the title, and the endowment established, prior to issuance of the first Zoning Clearance for any development permitted as part of 14RVP-00000-00005.

MONITORING: P&D compliance monitoring staff or designees shall:

- (a) inspect and photo document the condition of easement area, fencing, signs, plants, etc prior to Final Building Inspection Clearance and ANNUALLY or as often as deemed necessary by the County thereafter; and
- (b) Review the reports submitted to the Director of Planning and Development pursuant to Bio-Sp1 (Condition No. 14) and conduct site inspections as necessary to confirm compliance.

EXHIBIT E

New Open Space Easement

EXHIBIT F

Configuration
of
Riding and Hiking Trails for New Open Space Easement

ATTACHMENT 1

Recorded at request of

COUNTY OF SANTA BARBARA

Quitclaim of Open Space

and when recorded mail to:
MONTECITO RETIREMENT ASSOCIATION.
Attn: Brian McCague
Chief Executive Director
350 Hot Springs Road
Montecito, CA 93108

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No Fee Pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 009-640-001

The undersigned grantor declares
DOCUMENTARY TRANSFER TAX \$
[] computed on full value of property conveyed, or
[] computed on full value less liens and encumbrances remaining at the time of sale.
[] Unincorporated Area of Montecito

QUITCLAIM of EASEMENT
(Open Space Easement)

COUNTY OF SANTA BARBARA, a political subdivision of the State of California

FOR A VALUABLE CONSIDERATION, DOES HEREBY REMISE, RELEASE, AND FOREVER
QUITCLAIM to MONTECITO RETIREMENT ASSOCIATION, (also known as "Casa Dorinda"), a
California non-profit public benefit corporation, that permanent non-exclusive easement created by the
Grant of Open Space Easement recorded in the Official Records of Santa Barbara County on January
26, 1993, as Instrument No. 93-006303 for open space purposes and associated rights and the
Modification of Open Space Easement recorded in the Official Records of Santa Barbara County on
June 12, 2001, as Instrument No. 2001-0047157, for the modification and termination open space areas
and associated rights.

IN WITNESS WHEREOF, COUNTY OF SANTA BARBARA, a political subdivision of the State of
California, has executed this Quitclaim Deed on the 20th day of September, 2016.

COUNTY OF SANTA BARBARA

By:
Supervisor Peter Adam, Chair
Board of Supervisors

FOR EXHIBIT PURPOSES ONLY

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On _____, before me, _____, Notary Public, personally appeared Peter Adam, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

APPROVED AS TO FORM:
MICHAEL C. CHIZZONI
COUNTY COUNSEL

By: _____
Steven Baugh.
Deputy County Counsel

FOR EXHIBIT PURPOSES ONLY

ATTACHMENT 2

Recorded at request of
County of Santa Barbara

Grant of Open Space

When recorded mail to:

County of Santa Barbara
General Services Department
Real Property Division
Will Call

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 009-640-001

GRANT OF OPEN SPACE EASEMENT AND AGREEMENT

THIS GRANT OF OPEN SPACE EASEMENT (referred to herein as "GRANT OF EASEMENT") is made this ___ day of September, by the MONTECITO RETIREMENT ASSOCIATION (also known as "CASA DORINDA"), a California non-profit public benefit corporation (referred to herein as "GRANTOR") to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (referred to herein as "COUNTY").

Recitals

A. GRANTOR is the owner in fee simple of certain real property located in the unincorporated area of the County of Santa Barbara, commonly known as 300 Hot Springs Road, Santa Barbara, California, currently identified as Assessor's Parcel Nos. 009-640-001, consisting of approximately 47.31 acres, located in the unincorporated community of Montecito, State of California, described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by this reference ("Property"); and

B. GRANTOR owns and operates a retirement community on the Property known as Casa Dorinda pursuant to a Conditional Use Permit issued by COUNTY (90-CP-091) ("1990 CUP"); and

C. Pursuant to conditions of approval imposed on the 1990 CUP, GRANTOR executed and conveyed to COUNTY a "Grant of Open Space Easement" dated November 24, 1992 and recorded in the Official Records of the County of Santa Barbara on January 26, 1993 as Document No. 93-006303 ("1992 Open Space Easement") which dedicated approximately 18.6 acres on the Property for open space purposes; and

D. GRANTOR executed and conveyed to COUNTY a "Modification of Open Space Easement" recorded in the Official Records of the County of Santa Barbara on June 12, 2001 as Document No. 2001-0047157 ("2001 Modification"), which document terminated GRANTOR's obligations under the 1992 Open Space Easement with respect to approximately 95,000 square feet of the 18.6 acres described in the 1992 Open Space Easement because GRANTOR conveyed to the COUNTY the right to construct a debris basin thereon; and

E. GRANTOR has applied to the COUNTY for a Revision (Case No. 14RVP-00000-00005) to the 1990 CUP in order to construct improvements to the Casa Dorinda campus ("2016 CUP Revision"); and

F. On May 18, 2016, the Montecito Planning Commission approved GRANTOR's application for the 2016 CUP Revision which included modifications to the existing Open Space Easement. Accordingly, the conditions of approval included (i) Condition No. 14, the text of which is attached hereto as Exhibit C-1 ("Condition 14"), which condition requires that GRANTOR prepare and implement a revised Open Space Management Plan, and (ii) Condition No. 36, the text of which is attached hereto as Exhibit C-2 ("Condition 36"), which condition requires that GRANTOR grant a new open space easement for 21.73 acres of the Property in lieu of the 1992 Open Space Easement; and

G. COUNTY is a political subdivision of the State of California and is authorized to acquire and hold an open space easement in accordance with the terms of Government Code Section 51080; and

H. GRANTOR agrees to convey this Open Space Easement to COUNTY to ensure that the EASEMENT AREA (as defined herein below) will be restored, maintained, and protected forever as provided in this Open Space Easement, and that uses of the land that are inconsistent with the Purpose of this Easement (as defined herein below) will be prevented or corrected; and

Deed and Agreement

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, GRANTOR hereby grants and conveys to COUNTY, its successors and assigns, and COUNTY hereby accepts, a perpetual Open Space Easement pursuant to Government Code Section 51070-51097 in, upon, over, across and through that certain 21.73-acre portion of the Property described in Exhibit D and depicted in Exhibit E as the Open Space Easement Area, both of which are incorporated herein by this reference ("EASEMENT AREA").

1. GENERAL PROVISIONS

A. This Easement is granted pursuant to Government Code Sections 51070-51097, in, upon over or across and through that certain portion of the PROPERTY described in Exhibit D and depicted in Exhibit E as the EASEMENT AREA and incorporated by reference herein.

B. This EASEMENT is non-exclusive and is granted for the specific purposes herein described.

C. The purpose of this EASEMENT is to impose upon GRANTOR certain covenants, conditions, and restrictions pertaining to the EASEMENT AREA. In granting this EASEMENT, the GRANTOR'S intention and objective are to limit all activities within the EASEMENT AREA to those which are in conformance with the requirements of the revised Open Space Management Plan, and to provide COUNTY the express right to prevent the development of the EASEMENT AREA for any purpose or in any manner that will conflict with the preservation of the EASEMENT AREA.

D. Notwithstanding any of the provisions of this GRANT OF EASEMENT, nothing herein shall interfere with the right of any party under existing private or public easements located within the EASEMENT AREA, including but not limited to Santa Barbara County Parks Department hiking and equestrian trail easements, Santa Barbara County Flood Control District easements, public and private utility easements, and private access easements.

2. RESPONSIBILITIES OF GRANTOR

A. GRANTOR covenants and agrees for itself, its successors and assigns, that except as provided in the RESERVATION OF RIGHTS set forth below in Paragraph 3, GRANTOR, its successors and assigns SHALL NOT:

- 1) Erect, place or maintain any improvement, building or structure on the EASEMENT AREA.
- 2) Cut, uproot, remove or otherwise cause the cutting, uprooting or removal of vegetation within the EASEMENT AREA except as provided in Paragraph 2B;
- 3) Place graded soil against the tree trunks within the EASEMENT AREA or place debris within the creek beds;
- 4) Graze or expressly authorize others to graze livestock within the EASEMENT AREA including goats or other animals for fuel management purposes;
- 5) Operate or expressly authorize others to operate trucks or heavy equipment within the EASEMENT AREA unless required to maintain the EASEMENT AREA as provided in Paragraph 2B or unless required by a bonafide emergency as reasonably determined by GRANTOR;
- 6) Establish or maintain additional trails, exotic plantings, or other encroachments on the EASEMENT AREA, with the exception of (i) trails authorized by the Open Space Management Plan or the Grant of Easement for Riding and Hiking Trails executed by Grantor and recorded concurrently with this Grant of Easement), and (ii) access required to maintain the EASEMENT AREA as provided in Paragraph 2B, such as access to restoration areas or mowed fuel breaks required by the Montecito Fire Protection District for fuel management purposes;
- 7) Remove the lower branches from native trees or shrubs within the EASEMENT AREA except where such removal is specifically required due to safety and health concerns;
- 8) Plant additional plant or vegetative material within the EASEMENT AREA except as specified in the Open Space Management Plan or the Riparian Habitat Restoration Plan, and when approved and supervised by a biologist or botanist approved by COUNTY'S Planning and Development Department;
- 9) Establish or maintain any cutting garden or any other cultivated area within the EASEMENT AREA;

10) Use or expressly authorize the use of the EASEMENT AREA for any purpose except as open space consistent with the stated purposes and covenants, restrictions, conditions, limitations and reservations of this grant;

11) Alter soil level at oak trunks and under the drip line of oak trees;

12) Trench near major tree roots or under the drip line of oak trees; and

13) Install lighting fixtures, wiring, trenching, or utilities within the EASEMENT AREA except for irrigation lines, controllers and related facilities required to implement the Open Space Management Plan.

B. GRANTOR covenants and agrees for itself, its successors and assigns, that GRANTOR, its successors and assigns SHALL:

1) In accordance with Condition 14 of the 2016 CUP Revision, revise and update the Open Space Management Plan prepared by Watershed Environmental dated March 24, 2009 to correspond to the modified open space easement boundaries and to define immediate and future management actions within the open space area to promote long term and sustainable ecological functions including specific habitat restoration and management requirements to address, at a minimum, hand or other removal techniques of invasive and non-native plants, restoration of at least five (5) acres of oak woodland habitat, and maintenance of vegetation to achieve screening and buffering for surrounding residences and public views and roadways, and to achieve fuel management mandates. The management goal is to restore and enhance oak woodland habitat and improve wildlife habitat quality for birds and small mammals. The management objectives are: 1) to attain 80 percent native vegetation cover after five years beneath the tree canopy where habitat restoration/enhancement occurs, and 2) to remove existing nonnative vegetation including understory groundcover, shrubs, and trees within the entire dedicated open space area.

2) Covenant that management of the EASEMENT AREA shall be the responsibility of the GRANTOR and will follow and implement the stewardship and management practices specified in the revised Open Space Management Plan required by Condition No. 14 of the 2016 CUP Revision.

3) Provide an agreement for long-term monitoring and establish a fund for monitoring costs as required by Condition No. 36 of the 2016 CUP Revision.

4) Allow County Staff or designees to inspect and photo document the condition of the easement area, fencing, signs and plantings at least once per year, and

5) Complete any repairs or restoration required by the County or designees.

3. RESERVATION OF RIGHTS

A. GRANTOR reserves unto itself, its successors and assigns, the following rights with respect to the EASEMENT AREA.

1) The right to enter upon and use the EASEMENT AREA in any manner consistent with the revised Open Space Management Plan, as scenic open space and relatively natural habitat; and

2) The right to enter upon and use the EASEMENT AREA for passive recreation purposes such as bird watching or walking in a manner consistent with the revised Open Space Management Plan. Domestic animals must be accompanied by a person under the direct control of that person by leash, bridle or halter.

B. GRANTOR reserves unto itself, its successors and assigns, the right to erect, place or maintain minor improvements, buildings, or structures within the EASEMENT AREA so long as said improvements, buildings, or structures are consistent with the stated purpose of this EASEMENT and the provisions of the revised Open Space Management Plan; provided, however, that no such action shall be taken by GRANTOR, its successors and assigns, without first obtaining the written determination of the COUNTY, that the proposed action is consistent with the purpose of this EASEMENT and the provisions of the revised Open Space Management Plan.

C. Said rights are reserved for the benefit of GRANTOR, and its successors and assigns, as appurtenant rights to ownership of the PROPERTY and for such other persons as GRANTOR, or GRANTOR'S successors and assigns, may permit to engage in such uses.

4. RIGHT OF ENTRY

GRANTOR grants to COUNTY, its successors and assigns, in perpetuity, the right to enter on the EASEMENT AREA on reasonable written notice to the GRANTOR, its successors and assigns, to inspect, survey, investigate, monitor, observe and enforce compliance with the terms of this Grant of Easement. The right to enter on the EASEMENT AREA shall be exercised only by appropriate COUNTY staff. COUNTY'S entrance upon or use of the EASEMENT AREA shall be used solely for the limited purpose of monitoring, through site inspection, survey, investigation and photo documentation, the EASEMENT AREA to determine whether GRANTOR is complying with this EASEMENT, and for enforcement of COUNTY'S rights described in this Grant of Easement.

5. RIGHTS AND RESPONSIBILITIES OF COUNTY

A. COUNTY shall have the right to remove any building, structure, improvement or other things, built, erected or placed on the EASEMENT AREA contrary to the purposes of this EASEMENT and the reservations of this EASEMENT, and shall have the right to prevent or prohibit any activity which is contrary to the stated purposes, terms, conditions, restrictions and covenants of this EASEMENT or inconsistent with the revised Open Space Management Plan. COUNTY may enforce the terms of this agreement by proceedings in the Superior Court of the State of California, including injunctions, specific performance, and other remedies.

B. Should GRANTOR, its successors or assigns, undertake any activity in violation of this EASEMENT, COUNTY and its successors and assigns, shall have the right to compel the restoration of that portion of the EASEMENT AREA affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the costs of such restoration and COUNTY'S expenses and costs of suit, including attorney's fees, shall be borne by GRANTOR or those of its successors or assigns against whom judgment is entered, or, in the event that COUNTY secured redress without a completed judicial proceeding, by GRANTOR or those of its successors or assigns who are otherwise determined to be responsible for the unauthorized activity.

C. Any forbearance by COUNTY to exercise any of COUNTY'S rights hereunder in the event of any breach thereof by GRANTOR, its successors and assigns, shall not be deemed or construed to be a waiver of COUNTY'S rights hereunder.

6. SUBJECT TO CONDITIONS OF RECORD

This grant is subject to all rights, covenants, conditions, easements and other matters of record and shall not abrogate, impair or otherwise affect any rights that persons other than GRANTOR may have to use the PROPERTY or EASEMENT AREA pursuant to any such rights, covenants, conditions, easements and other matters of record.

7. PUBLIC ACCESS NOT AUTHORIZED

This EASEMENT does not grant any right to the public or to COUNTY to enter onto the PROPERTY or the EASEMENT AREA or to conduct thereon any activity whatsoever, except that COUNTY shall have the right to enter onto the EASEMENT AREA as set forth in Paragraph 4 herein.

8. GRANT OF EASEMENT

Nothing contained herein shall be construed as a grant or other conveyance to COUNTY or any other party, including without limitation the public, of the fee simple interest in the EASEMENT AREA or any portion thereof, or a right of access or entry for any purpose other than as expressly stated herein. GRANTOR expressly reserves to itself and its successors or assigns such fee simple interest and the right to convey to any person or entity such fee simple interest and such other rights to all or any portion of the EASEMENT AREA, subject to the rights of the COUNTY herein.

9. SUBORDINATION

At COUNTY's request, GRANTOR shall obtain from the holder of any mortgage or deed of trust encumbering the Property an agreement to subordinate its rights in the Property to this Open Space Easement to the extent necessary for the COUNTY to enforce the purpose hereof in perpetuity and to prevent any modification or extinguishment of this Open Space Easement by the exercise of any rights of the mortgage or deed of trust holder.

10. TRANSFER BY COUNTY

The easement may be dedicated to, or transferred to a qualified non-profit organization upon approval of the Santa Barbara County Director of Planning & Development Department and acceptance by a qualified non-profit organization's Board of Directors, subject to the approval of the GRANTOR which may not be unreasonably withheld.

11. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method or

service where receipt is confirmed, addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

To GRANTOR: Montecito Retirement Association
Attn: Brian McCague, Chief Executive Director
350 Hot Springs Road
Montecito, CA 93108
805 969-8028
Email: bmccague@casadorinda.org

To COUNTY: Real Property Division
County of Santa Barbara
General Services Department
1105 Santa Barbara Street,
Second Floor, Courthouse East Wing
Santa Barbara, CA 93101
Attn: Don Grady, Real Property Manager
(805) 568-3065
dgrady@countyofsb.org

With a copy to: County of Santa Barbara
Planning & Development Department
123 E. Anapamu Street
Santa Barbara, CA 93101
Attn: Joyce Gerber
(805) 568-3518
jgerber@co.santa-barbara.ca.us

12. ENTIRE AGREEMENT

This instrument with the incorporated Exhibits herein sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings or agreements relating to the Property, all of which are herein merged.

13. EXHIBITS

The Exhibits attached hereto are incorporated herein by this reference:

- EXHIBIT A: Property legal description
- EXHIBIT B: Depiction of Property
- EXHIBIT C-1: 2016 CUP Revision Condition 14
- EXHIBIT C-2: 2016 CUP Revision Condition 36
- EXHIBIT D: Open space easement area legal description
- EXHIBIT E: Open space easement area depiction

IN WITNESS WHEREOF, the parties have executed this Open Space Easement Deed and Agreement by the respective authorized signatories as set forth below to be effective upon final execution by all parties hereto and recordation.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Supervisor Peter Adam, Chair
Board of Supervisors

By: _____
Deputy

Date: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On _____ before me, _____, Notary Public, personally appeared Peter Adam, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

COUNTY APPROVAL AS TO FORM

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Steven Baugh
Deputy County Counsel

By: _____
Katherine Roth
Deputy Auditor-Controller

APPROVED:

APPROVED:

By: _____
Don Grady
Real Property Manager

By: _____
Carol Rehnberg
Risk Management

FOR EXHIBIT PURPOSES ONLY

IN WITNESS WHEREOF, the parties have executed this Open Space Easement Deed and Agreement by the respective authorized signatories as set forth below to be effective upon final execution by all parties hereto and recordation.

GRANTOR

MONTECITO RETIREMENT ASSOCIATION

By: _____
Brian McCague
Chief Executive Officer

Date: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA)

On _____, before me, _____, Notary Public, personally appeared Brian McCague, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

California Civil Code § 1189

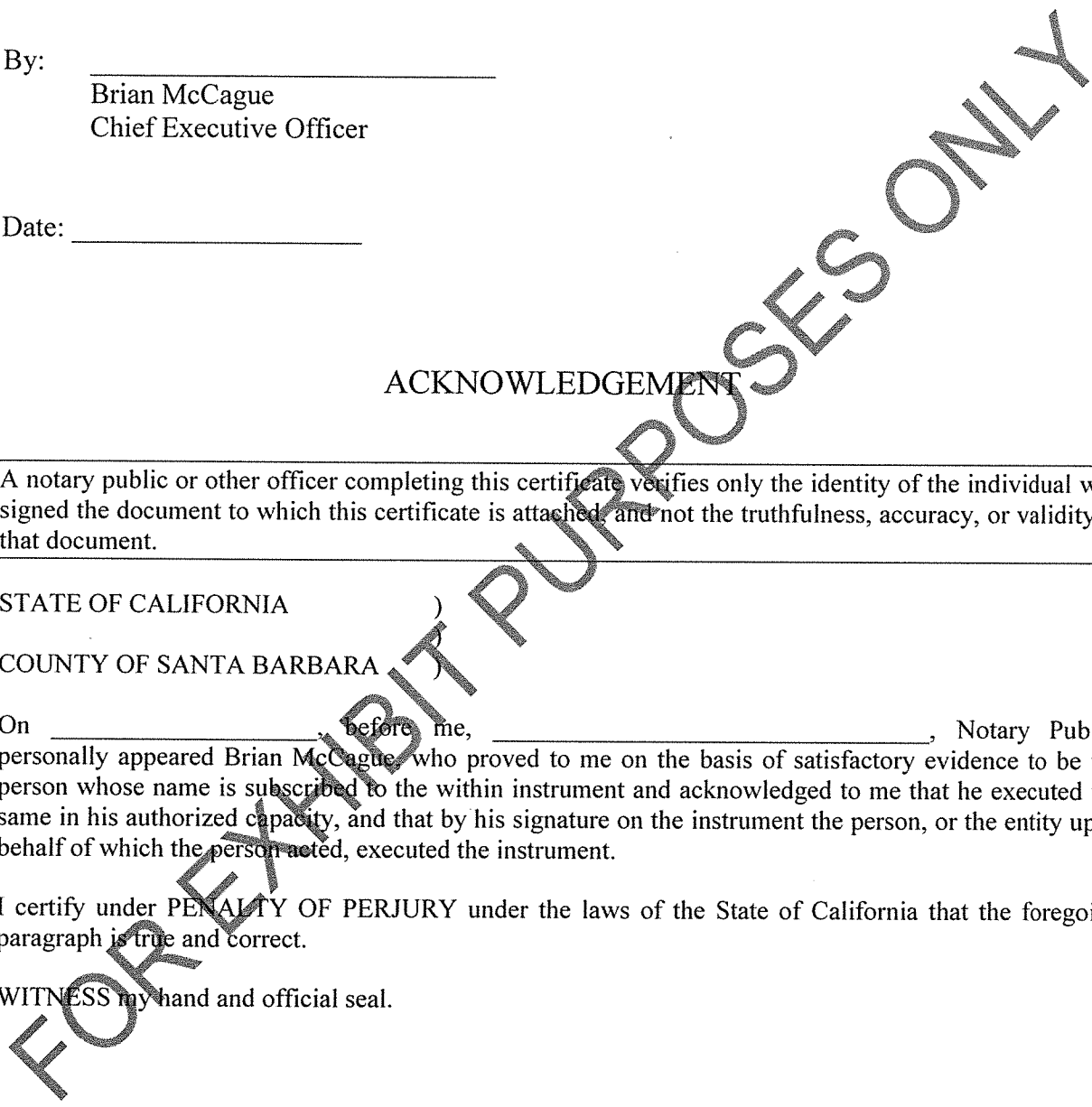


EXHIBIT A

Property Legal Description

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

PARCEL ONE:

That portion of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California, shown as "29.151Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

Except all water and water rights, together with all water and water rights in and of the Hot Springs Branch of the Montecito Creek and the Springs and the source thereof, as granted to Kenneth H. Hunter, et al., by Quitclaim Deeds recorded February 6, 1966 as Instrument No. 4934, 4935 and 4936 in Book 2221, Pages 120, 121 and 124, respectively, of Official Records.

PARCEL TWO:

That portion of the Outside Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California, shown as "19.208 Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof conveyed to the County of Santa Barbara, by deed recorded March 15, 1973 as Instrument No. 9901 in Book 2452, Page 304 of Official Records.

PARCEL THREE:

An easement for road and public utility purposes over all of that certain property described as Parcel One in the deed to Eric P. Ramstrum, et ux., recorded October 16, 1962 as Instrument No. 43340 in Book 1957, Page 72 of Official Records.

PARCEL FOUR:

An easement for sewer purposes over a strip of land twenty feet in width lying Northeasterly of and adjacent to the Southwesterly line of Parcel Two as contained in deed recorded October 16, 1962, as Instrument No. 43340 in Book 1957, Page 72 of Official Records, the Northerly line of said easement to be shortened to connect with the Easterly line and the Northwesterly line of said parcel.

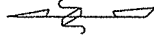
APN: 009-640-001

EXHIBIT B

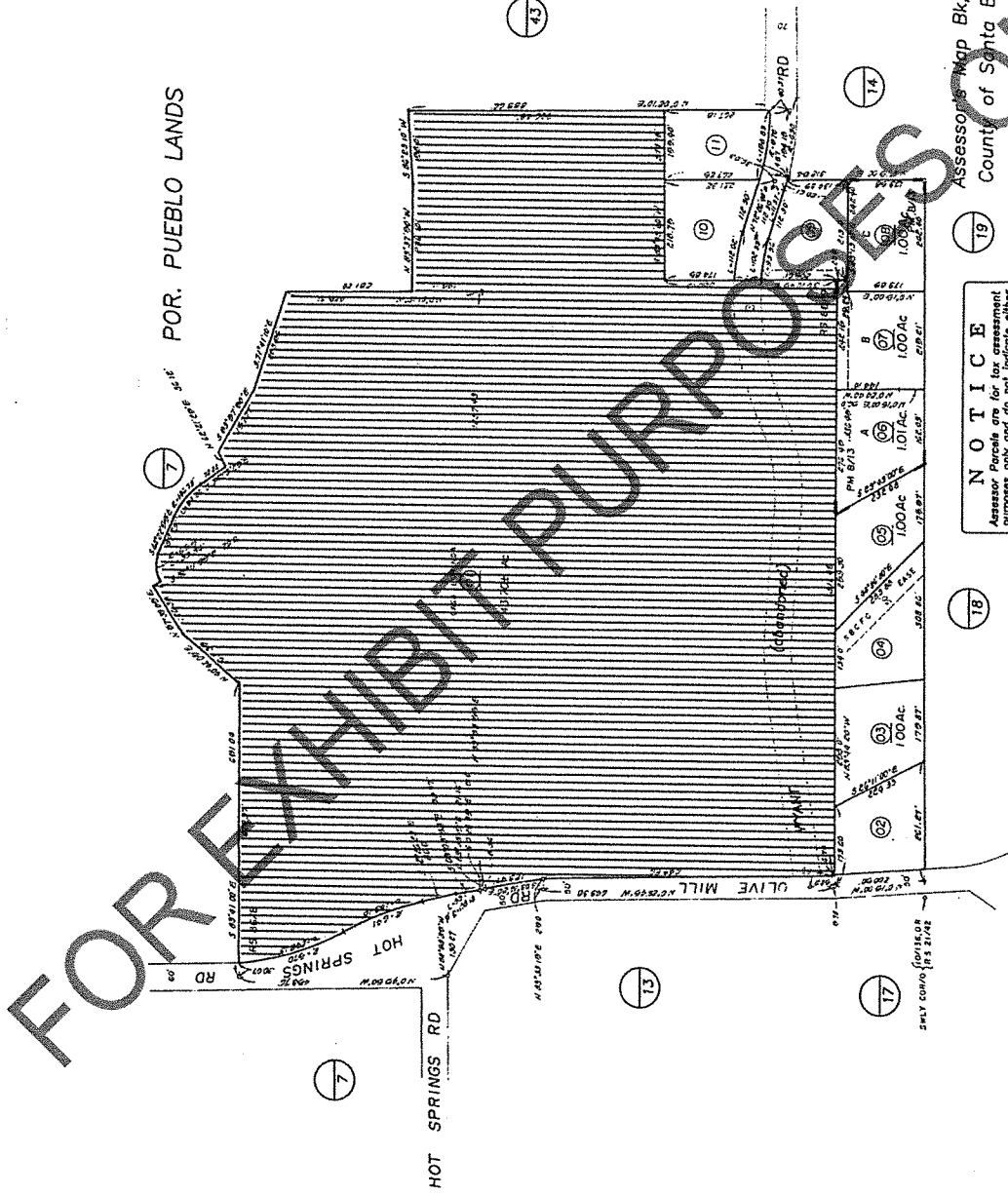
Property Depiction

009-64

POR. PUEBLO LANDS



1" = 200'
SCALE



Assessor's Map Bk, 009-Pg, 64
County of Santa Barbara, Calif.

NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

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EXHIBIT C-1

2016 CUP Revision Condition 14

15. **Bio-Sp1 – Open Space Management Plan.** The Open Space Management Plan prepared by Watershed Environmental dated March 24, 2009 shall be completely revised and updated to correspond to the modified open space easement boundaries and to define immediate and future management actions within the open space area to promote long term and sustainable ecological functions including specific habitat restoration and management requirements to address, at a minimum, hand or other removal techniques of invasive and non-native plants, restoration of at least five (5) acres of oak woodland habitat, and maintenance of vegetation to achieve screening and buffering for surrounding residences and public views and roadways, and to achieve fuel management mandates. The use of goats or other livestock for fuel management or any other purpose shall be prohibited. This prohibition shall not apply to equestrian use of the trails. The management goal is to restore and enhance oak woodland habitat and improve wildlife habitat quality for birds and small mammals. The management objectives are: 1) to attain 80 percent native vegetation cover after five years beneath the tree canopy where habitat restoration/enhancement occurs and 2) Remove existing nonnative vegetation including understory groundcover, shrubs, and trees within the entire dedicated open space area. The Open Space Management Plan shall include the following:

- (i) A Wildlife Management Plan that assesses wildlife use and includes specific measures for protecting and promoting wildlife use of the open space areas such as:
 - Improving habitat for target wildlife species such as bobcats, brush rabbits and California quail,
 - Improving the ability for terrestrial wildlife to move through the open space areas by providing appropriate groundcover, shelter, and respite areas, and
- (ii) A Tree Management Plan applicable during and after construction that provides for the monitoring, management, and care for the oaks as well as all specimen eucalyptus and olive trees in the Open Space Easement Area, and
- (iii) Specific and measurable performance standards similar to those used in the riparian restoration area (Condition #9) to be used in determining the extent to which the goals and objectives of the Plan(s) are being achieved, and
- (iv) A protocol for annual inspections to be performed at least twice a year for five years and status reports to be submitted by May 15th of each year to the Director of Planning and Development and the Montecito Planning Commission for the first five years after Plan approval (similar to those used in the riparian restoration area - Condition 9), a protocol for ongoing inspections and reports following the end of the initial five-year period, and a protocol for periodic review and update of the Plan, including, as needed, revisions to address changed circumstances, subject to review and comment by the MPC and the review and approval of the Director of Planning and Development. These reports can be provided to the Montecito Planning Commission upon their request following the initial five-year period.

PLAN REQUIREMENTS: The Owner/Applicant shall update the Open Space Management Plan and submit it to P&D for review and approval.

TIMING: The Open Space Management Plan shall be submitted to the MPC for review and comment prior to P&D's review and approval. P&D shall review and approve the Open Space Management Plan prior to Zoning Clearance issuance.

MONITORING: P&D shall confirm that the Open Space Management Plan has been updated in accordance with these requirements prior to Zoning Clearance issuance. Compliance monitoring staff shall review the annual reports as set forth in the Plan and conduct site inspections as necessary to ensure compliance with the approved Plan, and shall respond to complaints.

EXHIBIT C-2

2016 CUP Revision Condition 36

37. **SpBio-06 Open Space Easement.** The Owner/Applicant shall complete a real property exchange pursuant to Government Code Section 25365, wherein the County would exchange approximately 18.6 acres of existing, dedicated open space easement located on APN 009-640-001 shown in Attachment 9 of the Montecito Planning Commission memorandum dated November 12, 2015, for 18.6 acres of open space easement in a different configuration on the same parcel. The Owner/Applicant shall also offer to dedicate to the County of Santa Barbara an additional 3.13 acres of open space adjacent to the reconfigured 18.6 acres. The new easement area, consisting of the 18.6 acres of exchanged land and the additional 3.13 acres, is shown in Attachment 9 of the Montecito Planning Commission memorandum dated November 12, 2015. As part of the exchange, the Owner/Applicant shall record an easement for the entire 21.73-acre open space easement. The easement shall contain the following language: *The easement may be dedicated to, or transferred to a qualified non-profit organization upon approval of the Director of P&D and acceptance by the qualified non-profit organization's Board of Directors, subject to the approval of the Owner/Applicant which may not be unreasonably withheld.* In addition, the Owner/Applicant shall provide an agreement for long-term monitoring and establish a fund for monitoring costs reviewed and approved by P&D and County Counsel and docketed with the Board of Supervisors prior to issuance of the first Zoning Clearance for any development under 14RVP-00000-00005. The easement shall also state that management of the open space easement area shall be the responsibility of the Owner and shall follow the stewardship and management practices specified in the revised Open Space Management Plan required by Condition 14 of 15RVP-00000-00005. In addition to the elements described in Condition 14 of 15RVP-00000-00005, the revised Open Space Management Plan shall include a component addressing restoration and continued protection of the native understory for the life of the project. Restrictions in the current recorded easement agreement shall be incorporated into the new easement agreement. The owner shall allow County staff or designees to inspect and photo document the condition of the easement area, fencing, signs, plantings at least once per year and the owner must complete any repairs or restoration required by the County or designees.

TIMING: Not more than six months prior to acceptance of the easement, the Owner/Applicant shall provide a current Title Report. The easement shall be accepted by the Board of Supervisors and recorded on the title, and the endowment established, prior to issuance of the first Zoning Clearance for any development permitted as part of 14RVP-00000-00005.

MONITORING: P&D compliance monitoring staff or designees shall:

- (a) inspect and photo document the condition of easement area, fencing, signs, plants, etc prior to Final Building Inspection Clearance and ANNUALLY or as often as deemed necessary by the County thereafter; and
- (b) Review the reports submitted to the Director of Planning and Development pursuant to Bio-Sp1 (Condition No. 14) and conduct site inspections as necessary to confirm compliance.

EXHIBIT D
LEGAL DESCRIPTION
OPEN SPACE EASEMENT AREA

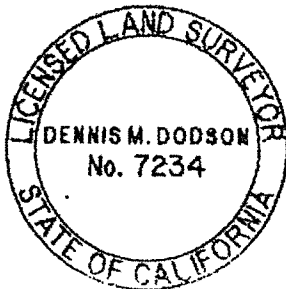
That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel and that certain 19.208 Acre parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California described as follows:

Beginning at the Northwest corner of said 29.151 Acre Parcel thence along the Easterly boundary line of the land conveyed to the County of Santa Barbara by deed recorded March 15, 1973 as Instrument No. 9901 in Book 2452 Page 304 of Official Records North $9^{\circ}03'58''$ West 53.77 feet; continuing along said Easterly boundary line North $12^{\circ}26'23''$ West 39.15 feet; thence leaving said Easterly boundary line North $77^{\circ}18'52''$ East 20.72 feet; thence South $12^{\circ}41'08''$ East 6.61 feet; thence North $77^{\circ}18'52''$ East 4.13 feet; thence North $12^{\circ}41'08''$ West 6.61 feet to a point on a non-tangent curve with a radius of 25.00 feet concave Northwesterly whose radial center bears North $12^{\circ}41'08''$ West, thence Northeasterly along said curve through a central angle $55^{\circ}00'00''$ an arc distance of 24.00 feet to the beginning of a reverse curve with a radius of 25.00 feet concave Southeasterly whose radial center bears South $67^{\circ}41'08''$ East; thence Northeasterly through a central angle of $55^{\circ}00'00''$ an arc distance of 24.00 feet; thence North $77^{\circ}18'52''$ East 9.00 feet; thence South $38^{\circ}49'56''$ East 2.75 feet; thence North $79^{\circ}20'19''$ East 80.75 feet; thence North $13^{\circ}53'33''$ East 2.75 feet; thence North $84^{\circ}05'11''$ East 46.64 feet to the beginning of a tangent curve concave Southwesterly having a radius of 20.00 feet; thence Southeasterly along said curve through a central angle of $91^{\circ}30'00''$ an arc distance of 31.94 feet; thence South $04^{\circ}24'49''$ East 100.00 feet; thence South $86^{\circ}35'39''$ West 20.00 feet; thence South $03^{\circ}24'21''$ East 45.00 feet; thence North $86^{\circ}35'39''$ East 20.00 feet to a point on a non-tangent curve with a radius of 190.00 feet concave Northeasterly whose radial center bears North $75^{\circ}24'17''$ East, thence Southeasterly along said curve through a central angle $26^{\circ}30'20''$ an arc distance of 87.90 feet; thence South $41^{\circ}06'03''$ East 60.00 feet to the beginning of a tangent curve concave Northeasterly having a radius of 180.00 feet; thence Southeasterly along said curve through a central angle of $42^{\circ}20'07''$ an arc distance of 133.00 feet; thence South $35^{\circ}42'02''$ East 45.20 feet; thence North $53^{\circ}47'30''$ East 26.21 feet; thence North $83^{\circ}20'46''$ East 54.20 feet; thence South $86^{\circ}11'50''$ East 54.03 feet; thence North $9^{\circ}52'47''$ East 17.52 feet; thence South $73^{\circ}09'17''$ East 65.05 feet; thence North $83^{\circ}30'15''$ East 57.78 feet; thence South $78^{\circ}03'33''$ East 82.72 feet to the beginning of a tangent curve concave Northerly having a radius of 130.00 feet; thence Easterly along said curve through a central angle of $32^{\circ}07'15''$ an arc distance of 72.88 feet; to the beginning of a reverse curve with a radius of 16.00 feet concave Southwesterly; thence

- cont -
EXHIBIT D
LEGAL DESCRIPTION

Southeasterly through a central angle of $85^{\circ}30'00''$ an arc distance of 23.88 feet; thence South $24^{\circ}40'44''$ East 40.00 feet; to the beginning of a tangent curve concave Northeasterly having a radius of 65.00 feet; thence Easterly along said curve through a central angle of $90^{\circ}00'00''$ an arc distance of 102.10 feet to the beginning of a reverse curve with a radius of 32.00 feet concave Southwesterly; thence Easterly through a central angle of $75^{\circ}00'00''$ an arc distance of 41.89 feet to the beginning of a reverse curve with a radius of 55.00 feet concave Northerly; thence Easterly through a central angle of $83^{\circ}00'00''$ an arc distance of 79.67 feet; thence South $29^{\circ}55'42''$ East 80.37 feet; thence North $85^{\circ}27'42''$ East 125.58 feet; thence North $62^{\circ}19'26''$ East 108.52 feet to the beginning of a tangent curve concave Northwesterly having a radius of 300.00 feet; thence Northeasterly along said curve through a central angle of $57^{\circ}13'24''$ an arc distance of 299.62 feet; thence North $5^{\circ}06'02''$ East 199.81 feet; thence South $89^{\circ}36'03''$ East 138.82 feet; thence North $26^{\circ}19'54''$ East 42.69 feet to the Northerly boundary line of said 29.151 Acre Parcel; thence along said Northerly boundary line North $86^{\circ}23'10''$ east 45.44 feet to the Northeasterly corner thereof; thence along the Easterly boundary line of said 29.151 Acre Parcel South $0^{\circ}02'10''$ West 566.48 feet to the Southeasterly corner thereof; thence along the Southerly boundary line of said Parcel South $89^{\circ}49'00''$ West 374.15 feet; thence along the Easterly boundary line of said Parcel South $0^{\circ}10'45''$ East 380.31 feet to the Southeasterly corner of said 29.151 Acre Parcel; thence along the Southerly boundary line of said Parcel North $89^{\circ}44'20''$ West 1336.45 feet to the Southwesterly corner thereof; thence along the Westerly boundary line of said 29.151 Acre Parcel North $3^{\circ}44'15''$ West 5.70 feet; thence North $0^{\circ}26'45''$ West 649.98 feet; thence North $89^{\circ}33'15''$ East 25.00 feet; thence North $9^{\circ}16'20''$ West 129.47 feet to the beginning of a non-tangent curve having a radius of 108.18 feet concave Westerly whose radial center bears South $82^{\circ}51'55''$ West; thence Northerly along said curve through a central angle of $4^{\circ}25'35''$ an arc distance of 8.36 feet to the Northwest corner of said 29.151 Acre Parcel and the point of beginning.

Containing 21.73 Acres

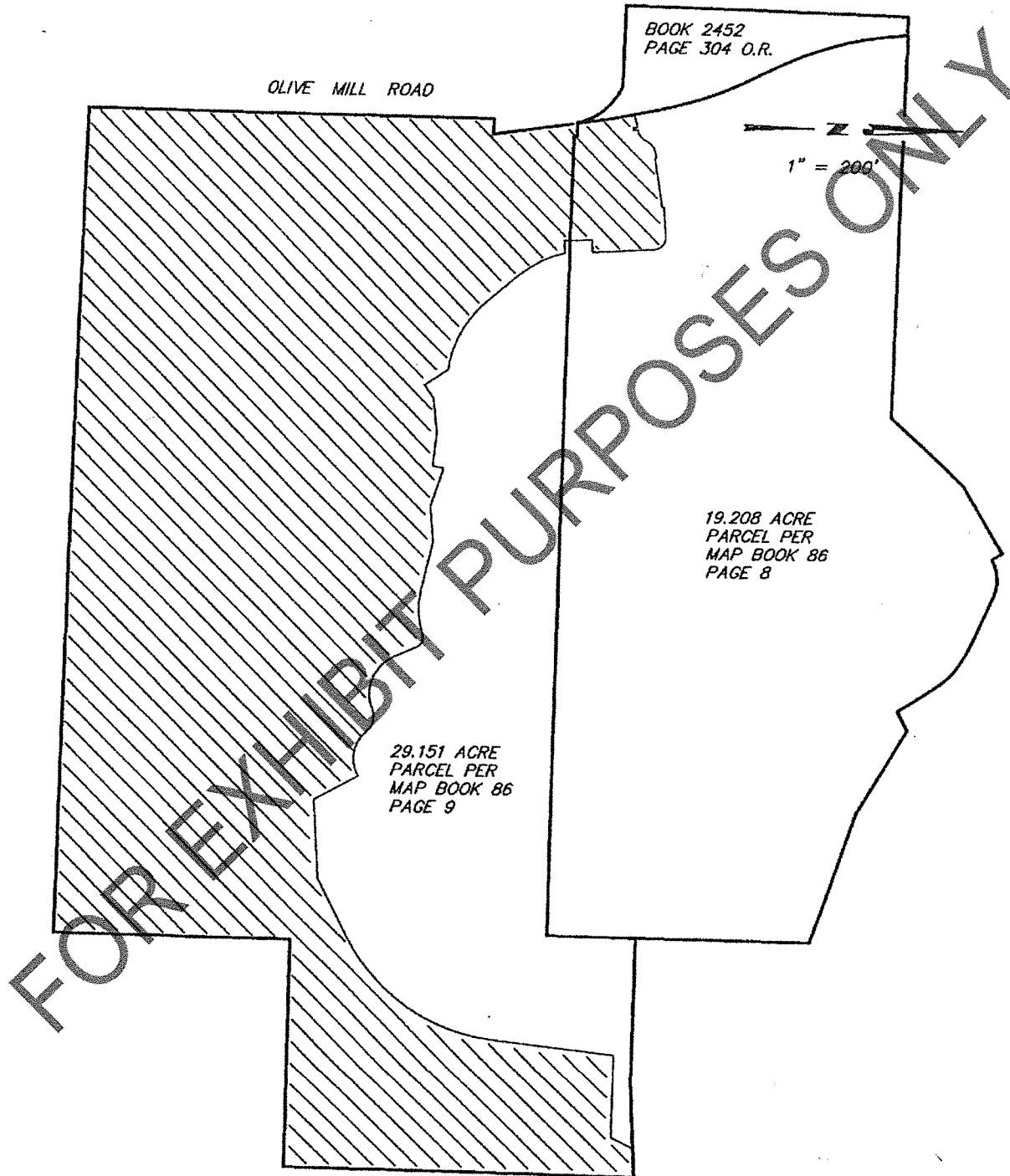


A handwritten signature in black ink, appearing to read "Dennis M. Dodson".

Dennis M. Dodson
LS 7234

License Expiration Date: 12-31-16

**EXHIBIT
OPEN SPACE EASEMENT AREA**



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. §27281

THIS IS TO CERTIFY that this Grant of Open Space conveyed by the Grant of Open Space Easement and Agreement dated September 20, 2016, from MONTECITO RETIREMENT ASSOCIATION (also known as "CASA DORINDA"), a California non-profit public benefit corporation as GRANTOR, to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as COUNTY, is hereby accepted by Order of the Board of Supervisors on September 20, 2016, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer. Said easement is accepted for the purposes of regulation and control for the benefit of the people of the County of Santa Barbara.

WITNESS my hand and official seal this _____ day of September 2016

CLERK
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Steven Baugh
Deputy County Counsel

ATTACHMENT 3

Recorded at request of
COUNTY OF SANTA BARBARA

Quitclaim
Riding and Hiking Trail Easements

and when recorded mail to:
MONTECITO RETIREMENT ASSOCIATION.
Attn: Brian McCague
Chief Executive Director
350 Hot Springs Road
Montecito, CA 93108

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

No Fee Pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 009-640-001

The undersigned grantor declares	
DOCUMENTARY TRANSFER TAX \$ _____	
<input type="checkbox"/>	computed on full value of property conveyed, or
<input type="checkbox"/>	computed on full value less liens and encumbrances remaining at the time of sale.
<input checked="" type="checkbox"/>	Unincorporated Area of Montecito

QUITCLAIM of EASEMENT
(Riding and Hiking Trail Easements)

COUNTY OF SANTA BARBARA, a political subdivision of the State of California

FOR A VALUABLE CONSIDERATION, DOES HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIM to MONTECITO RETIREMENT ASSOCIATION, (also known as "Casa Dorinda"), a California non-profit public benefit corporation, that permanent non-exclusive easement and right-of-way for all the uses of a public riding and hiking trails in, on and over that real property granted by the Grant of Easement for Riding and Hiking Trail dated February 26, 1973, as Instrument No. 10969, recorded on March 23, 1973, in Book 2453, Pages 493 through 500, of Official Records of the Recorder, County of Santa Barbara, State of California.

IN WITNESS WHEREOF, COUNTY OF SANTA BARBARA, a political subdivision of the State of California, has executed this Quitclaim Deed on the 20th day of September, 2016.

COUNTY OF SANTA BARBARA

By: _____
Supervisor Peter Adam, Chair
Board of Supervisors

FOR EXHIBIT PURPOSES ONLY

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

On _____, before me, _____, Notary Public, personally appeared Peter Adam, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Steven Baugh.
Deputy County Counsel

FOR EXHIBIT PURPOSES ONLY

ATTACHMENT 4

Recorded at request of
County of Santa Barbara

Riding and Hiking Trail Easements

When recorded mail to:

County of Santa Barbara
General Services Department
Real Property Division
Will Call

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 009-640-001

GRANT OF EASEMENT FOR RIDING AND HIKING TRAILS

This Grant of Easement for Riding and Hiking Trails ("Trail Easement") is effective upon recordation in the Official Records of the County of Santa Barbara, State of California by the MONTECITO RETIREMENT ASSOCIATION ("GRANTOR"), to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), each a "party" and together the "parties" to this Trail Easement, for the purpose of establishing in perpetuity the Trail Easement and associated rights described below.

Recitals

A. GRANTOR is the owner in fee simple of certain real property located in the unincorporated area of the County of Santa Barbara, commonly known as 300 Springs Road, Santa Barbara, California, commonly identified as Assessor's Parcel Nos. 009-640-001, consisting of approximately 47.31 acres, located in the unincorporated community of Montecito, State of California, described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by this reference ("Property"); and

B. GRANTOR owns and operates a retirement community on the Property known as Casa Dorinda pursuant to a Conditional Use Permit issued by COUNTY (90-CP-091) ("1990 CUP"); and

C. In 1973, GRANTOR's predecessor-in-interest executed and conveyed to COUNTY a "Grant of Easement for Riding and Hiking Trail" dated February 26, 1973 and recorded in the Official Records of the County of Santa Barbara on March 23, 1973 in Book 2453, Page 493 - 500 ("1973 Trail Easement"); and

D. GRANTOR has applied to the COUNTY for a Conditional Use Permit Revision (14CUP-00000-00002 and 14RVP-00000-00005) in order to construct improvements to the Casa Dorinda campus ("2016 CUP Revision"); and

E. On May 18, 2016, the Montecito Planning Commission approved GRANTOR's application for the 2016 CUP Revision subject to certain conditions of approval, including Condition No. 37, the text of which is attached as Exhibit C ("Condition 37"), which condition requires that GRANTOR record a new trail easement and extinguish the 1973 Trail Easement.

Deed

In consideration of the recitals set forth above, and other consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants to COUNTY a perpetual non-exclusive easement and right-of-way for public riding and hiking trail purposes, described and depicted in Attachment 1 AND Exhibits A through H attached thereto, as the Riding and Hiking Trails, which is incorporated herein by this reference ("Riding and Hiking Trails"), as required to connect to such public trails or roads as may exist on the adjacent parcel(s), subject to the following conditions and reservations:

1. **LIABILITY.** Neither GRANTOR, or its successors or assigns, shall have or assume liability for injury to persons or damage to property arising out of or connected in any way with the Riding and Hiking Trails or the easement conveyed herein, and any use made thereof by COUNTY, any agent or licensee of COUNTY, or by any member of the public, except for any injury to persons or damage to property resulting from GRANTOR's willful misconduct or from the GRANTOR's negligence, whether in whole or in part.

2. **MOTORIZED ACCESS; NO PAVING.** Motorized access to, along and across said easement and right-of-way shall be limited to COUNTY law enforcement, handicapped access, emergency and trail and open space maintenance vehicles only. In no event shall COUNTY pave any part of the Riding and Hiking Trails without the express prior written consent of GRANTOR.

3. **NO ENCROACHMENTS.** No encroachments or obstructions shall be placed or constructed by GRANTOR, its heirs, successor or assigns, within the Riding and Hiking Trails without prior written permission from the COUNTY's Director of Community Services Department, as provided for in Chapter 26 of the Santa Barbara County Code or any applicable successor County ordinance.

4. **TRAIL EASEMENT WIDTH.** The Riding and Hiking Trails shall be fifteen (15) feet in width.

5. **RESERVED RIGHTS.** GRANTOR reserves to itself, and to its representatives, heirs, successors and assigns, all rights accruing from the ownership of the Riding and Hiking Trails, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein.

Without limiting the generality of the foregoing, the following rights are expressly reserved to GRANTOR, its representatives, heirs, successors and assigns:

(a) The right to place, maintain or remove fences along the boundaries of the Riding and Hiking Trail easement (edge of easement area).

6. **NO ASSIGNMENT.** Neither this Trail Easement nor any rights hereunder shall be transferable by COUNTY or subject to any assignment, voluntary or involuntary, except to another public entity.

September 7, 2016

GRANTOR

MONTECITO RETIREMENT ASSOCIATION

By: _____
Chief Executive Officer
Brian McCague

FOR EXHIBIT PURPOSES ONLY

A notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____ a Notary Public
(Name of Notary)

Public, personally appeared Brian McCague, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person 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)

California Civil Code § 1189

FOR EXHIBIT PURPOSES ONLY

EXHIBIT A

Property Legal Description

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

PARCEL ONE:

That portion of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California, shown as "29.151Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

Except all water and water rights, together with all water and water rights in and of the Hot Springs Branch of the Montecito Creek and the Springs and the source thereof, as granted to Kenneth H. Hunter, et al., by Quitclaim Deeds recorded February 6, 1966 as Instrument No. 4934, 4935 and 4936 in Book 2221, Pages 120, 121 and 124, respectively, of Official Records.

PARCEL TWO:

That portion of the Outside Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California, shown as "19.208 Ac." on Map filed in Book 86, Pages 8 and 9 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof conveyed to the County of Santa Barbara, by deed recorded March 15, 1973 as Instrument No. 9901 in Book 2452, Page 304 of Official Records.

PARCEL THREE:

An easement for road and public utility purposes over all of that certain property described as Parcel One in the deed to Eric P. Ramstrum, et ux., recorded October 16, 1962 as Instrument No. 43340 in Book 1957, Page 72 of Official Records.

PARCEL FOUR:

An easement for sewer purposes over a strip of land twenty feet in width lying Northeasterly of and adjacent to the Southwesterly line of Parcel Two as contained in deed recorded October 16, 1962, as Instrument No. 43340 in Book 1957, Page 72 of Official Records, the Northerly line of said easement to be shortened to connect with the Easterly line and the Northwesterly line of said parcel.

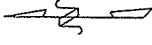
APN: 009-640-001

EXHIBIT B

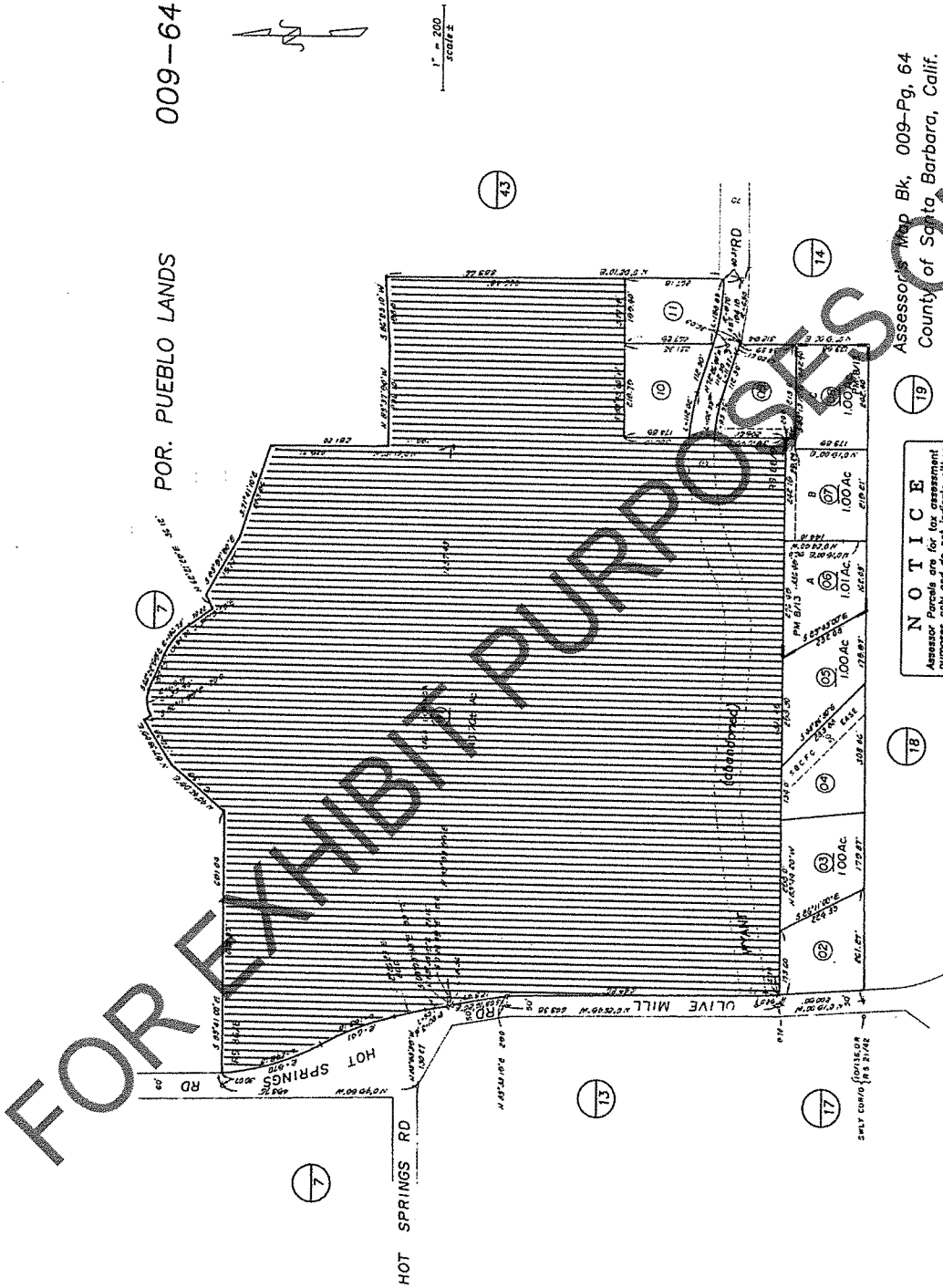
Property Depiction

009-64

POR. PUEBLO LANDS



1" = 200'
SCALE



Assessor's Map Bk, 009-Pg. 64
County of Santa Barbara, Calif.

NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legitimacy or a valid building file.

11/03

FOR EXHIBIT PURPOSES ONLY

EXHIBIT C

2016 CUP Revision Condition 37

37. **SpCond-2 Re-dedication of Trails.** Prior to issuance of Zoning Clearance for any building or structure permitted under 14RVP-00000-00005, the Owner/Applicant shall complete a one-time quit claim of existing recorded trail easements and shall rededicate trail easements within the revised open space easement, to conform to their currently used locations and in accordance with the Parks Department Condition letter dated September 30, 2015, and as modified to retain the trail easement segment at the northwest corner of the property as shown on sheet C-5.1 of the project plans.

TIMING: The quitclaim of existing recorded trail easements and re-dedication of revised trails easements shall be accepted by the Board of Supervisors and recorded on the title, prior to issuance of the first Zoning Clearance for any development permitted as part of 14RVP-00000-00005.

FOR EXHIBIT PURPOSES ONLY

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. §27281

THIS IS TO CERTIFY that this Grant of Open Space conveyed by the Grant of Easement for Riding and Hiking Trails dated September 7, 2016, from MONTECITO RETIREMENT ASSOCIATION (also known as "CASA DORINDA"), a California non-profit public benefit corporation as Grantor, to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as COUNTY, is hereby accepted by Order of the Board of Supervisors on September 20, 2016, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer. Said easement is accepted for the purposes of regulation and control for the benefit of the people of the County of Santa Barbara.

WITNESS my hand and official seal this _____ day of September 2016

CLERK
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Steven Baugh
Deputy County Counsel

ATTACHMENT 1
Property
Legal Descriptions and Depiction
(Exhibits A through H)

Exhibit A

That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Commencing at the Southwest corner of said 29.151 Acre Parcel:

Thence along the Westerly Boundary line of said 29.151 Acre Parcel North $3^{\circ}44'15''$ West 5.70 feet; thence North $0^{\circ}26'45''$ West 315.24 feet to the True Point of Beginning:

Thence South $84^{\circ}49'37''$ East 86.77 feet to the beginning of a tangent curve concave southwesterly having a radius of 100.00 feet; thence southeasterly along said curve through a central angle of $54^{\circ}18'26''$ an arc distance of 94.78 feet; thence South $30^{\circ}31'11''$ East 88.54 feet to the beginning of a tangent curve concave northeasterly having a radius of 70.00 feet; thence easterly along said curve through a central angle of $69^{\circ}07'04''$ an arc distance of 84.44 feet; thence North $80^{\circ}21'45''$ East 179.98 feet to a point designated as POINT "A"; thence North $80^{\circ}21'45''$ East 175.29 feet to the beginning of a tangent curve concave northwesterly having a radius of 250.00 feet; thence northeasterly along said curve through a central angle of $24^{\circ}08'43''$ an arc distance of 105.35 feet; thence North $56^{\circ}13'02''$ East 119.18 feet; thence North $40^{\circ}40'47''$ East 92.90 feet to a point designated as POINT "B"; thence North $40^{\circ}40'47''$ East 27.75 feet to a point designated as POINT "C"; thence South $78^{\circ}18'12''$ East 79.36; thence South $51^{\circ}31'44''$ East 29.56 feet to a point designated as POINT "D"; thence North $75^{\circ}57'44''$ East 89.02 feet; thence North $83^{\circ}58'40''$ East 131.27 feet; thence North $55^{\circ}34'23''$ East 65.24 feet to the beginning of a tangent curve concave southerly having a radius of 55.00 feet; thence easterly along said curve through a central angle of $73^{\circ}00'00''$ an arc distance of 70.07 feet; thence South $51^{\circ}25'37''$ East 21.90 feet to a point designated as POINT "E"; thence South $78^{\circ}06'36''$ East 48.87 feet; thence North $61^{\circ}58'38''$ East 55.15 feet; thence North $87^{\circ}16'43''$ East 71.30 feet; thence North $27^{\circ}16'18''$ East 118.82 feet; thence North $6^{\circ}21'28''$ East 102.37 feet to a point designated as POINT "F"; thence North $25^{\circ}18'25''$ West 34.75 feet; thence North $7^{\circ}41'10''$ East 63.73 feet; thence North $31^{\circ}24'01''$ East 35.65 feet to a point designated as POINT "G"; thence North $22^{\circ}17'50''$ East 68.75 feet; thence North $34^{\circ}06'45''$ East 37.50 feet; thence North $84^{\circ}51'03''$ East 33.15 feet; thence North $50^{\circ}55'21''$ East 34.72 feet to the Easterly Boundary line of said 29.151 Acre Parcel.

The sidelines of said easement to be lengthened and shortened to terminate Westerly on said Westerly Boundary line and Easterly on said Easterly Boundary line.

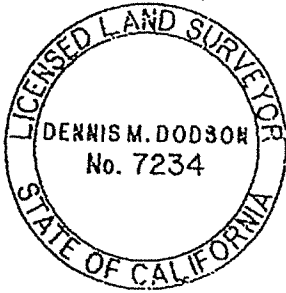
Document prepared by:



Dennis M. Dodson

LS 7234

License Expiration Date: 12-31-16



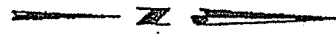
FOR EXHIBIT PURPOSES ONLY

OLIVE MILL ROAD

29.151 ACRE
PARCEL PER
MAP BOOK 86
PAGE 9

FOR EXHIBIT PURPOSES ONLY

EXHIBIT A



SCALE: 1" = 200'

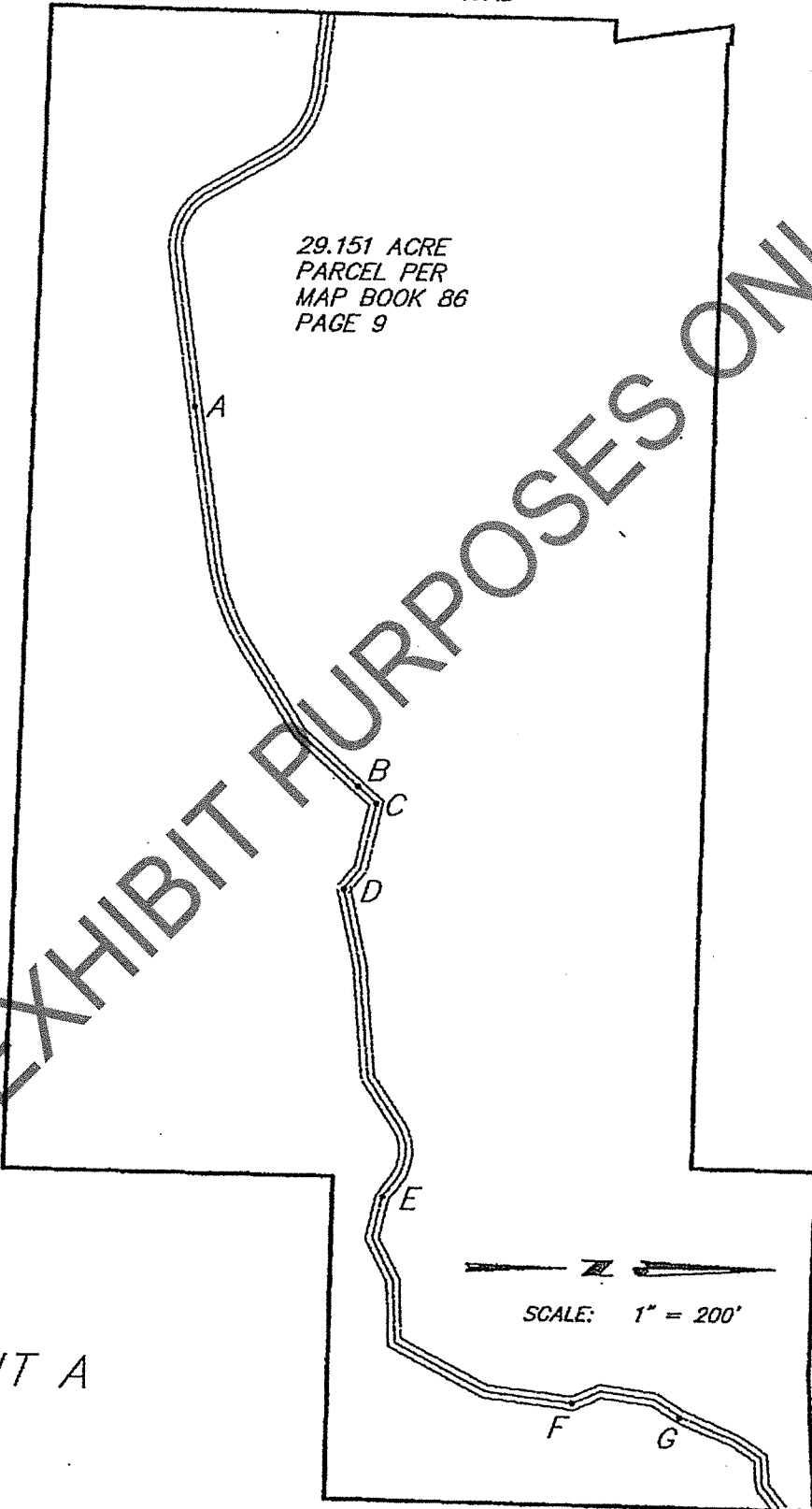


Exhibit B

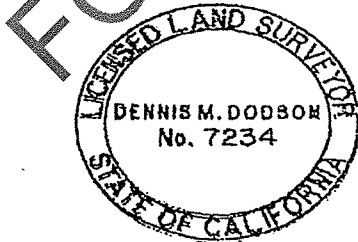
That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel and that certain 19.208 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Beginning at POINT "A" as described in Exhibit A hereinabove;

Thence North 4°05'18" East 67.81 feet thence North 17°19'31" East 113.68 feet; thence North 9°25'44" East 63.00 feet; thence North 43°15'56" East 37.57 feet to a point designated as POINT "H"; thence North 54°25'20" West 74.30 feet; thence North 43°35'57" West 87.61 feet; thence North 60°12'06" West 140.86 feet; thence North 46°46'45" West 178.23 feet; thence North 38°58'00" West 30.19 feet; thence North 13°44'56" East 15.09 feet to a point on the Northerly boundary line of said 29.151 Acre Parcel also being the Southerly boundary line of that certain 19.208 Acre Parcel as shown on said map recorded in Book 86 Pages 8 and 9 of Record of Surveys; thence leaving said Southerly boundary line North 13°44'56" East 16.86 feet; thence North 29°08'53" East 82.22 feet; thence North 10°47'03" East 60.44 feet; thence North 24°10'41" West 11.21 feet; thence South 77°41'31" West 162.59 feet; thence South 33°58'14" West 27.18 feet; thence South 75°01'35" West 37.12 feet to the Easterly boundary line of the land conveyed to the County of Santa Barbara by deed recorded March 15, 1973 as Instrument No. 9901 in Book 2452 Page 304 of official records distant thereon North 9°03'58" West 53.77 feet; thence North 12°26'23" West 33.24 feet from the Northwest corner of said 29.151 Acre Parcel.

The sidelines of said easement to be lengthened and shortened to terminate Southerly on Northerly edge of said Exhibit A and Westerly on said Easterly boundary line.

Document prepared by:



A handwritten signature in black ink, appearing to read "Dennis M. Dodson", written over a horizontal line.

Dennis M. Dodson
LS 7234

License Expiration Date: 12-31-16

BOOK 2452
PAGE 304 O.R.

OLIVE MILL ROAD

29.151 ACRE
PARCEL PER
MAP BOOK 86
PAGE 9

19.208 ACRE
PARCEL PER
MAP BOOK 86
PAGE 8



FOR EXHIBIT PURPOSES ONLY



SCALE: 1" = 200'

EXHIBIT B


Exhibit C

That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Beginning at POINT "B" as described in Exhibit A hereinabove;

Thence North $50^{\circ}53'47''$ West 58.99 feet; thence North $81^{\circ}48'18''$ West 79.46 feet; thence North $55^{\circ}32'09''$ West 48.08 feet; thence North $86^{\circ}41'40''$ West 36.28 feet; thence South $83^{\circ}49'27''$ West 156.63 feet to a point described in Exhibit B hereinabove as POINT "H".

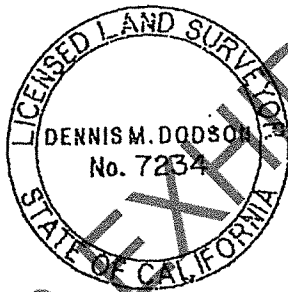
Document prepared by:



Dennis M. Dodson

LS 7234

License Expiration Date: 12-31-16

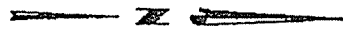


FOR EXHIBIT PURPOSES ONLY

OLIVE MILL ROAD

29.151 ACRE PARCEL
PER MAP BOOK 86 PAGE 9

FOR EXHIBIT PURPOSES ONLY



SCALE: 1" = 200'

EXHIBIT C

Exhibit D

That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Beginning at POINT "A" as described in Exhibit A hereinabove;

Thence South $32^{\circ}46'52''$ East 90.66 feet; thence South $66^{\circ}14'41''$ East 89.04 feet; thence South $76^{\circ}13'18''$ East 277.46 feet; thence North $86^{\circ}39'01''$ East 150.75 feet; thence North $79^{\circ}34'16''$ East 83.20 feet to a point designated as POINT "I"; thence South $84^{\circ}25'30''$ East 55.29 feet; thence South $63^{\circ}10'33''$ East 43.81 feet; ; thence North $89^{\circ}47'31''$ East 122.26 feet; ; thence North $43^{\circ}58'59''$ East 22.45 feet; thence North $0^{\circ}14'24''$ East 148.60 feet to a point designated as POINT "J"; thence North $0^{\circ}38'21''$ East 204.41 feet; thence North $22^{\circ}59'57''$ East 57.65 feet; thence North $70^{\circ}08'08''$ East 12.73 feet to POINT "E" as described in Exhibit A hereinabove.

Document prepared by



Dennis M. Dodson

LS 7234

License Expiration Date: 12-31-16



OLIVE MILL ROAD

29.151 ACRE PARCEL
PER MAP BOOK 86 PAGE 9

FOR EXHIBIT PURPOSES ONLY

A

J

E



SCALE: 1" = 200'

EXHIBIT D

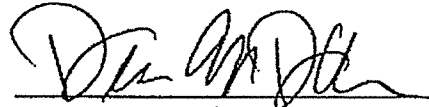
Exhibit E

That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Beginning at POINT "D" as described in Exhibit A hereinabove;

Thence South $12^{\circ}18'34''$ East 105.42 feet; thence South $36^{\circ}07'23''$ East 58.81 feet; thence South $55^{\circ}59'37''$ East 78.02 to a point designated as POINT "K"; thence South $71^{\circ}10'15''$ East 83.57 feet; thence North $82^{\circ}20'12''$ East 116.57 feet to POINT "J" as described in Exhibit D hereinabove.

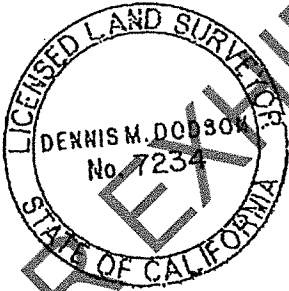
Document prepared by:



Dennis M. Dodson

LS 7234

License Expiration Date: 12-31-16

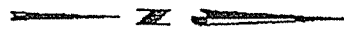
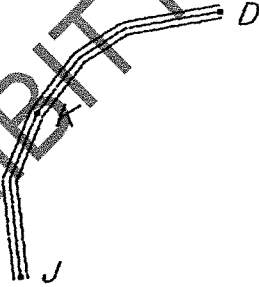


FOR EXHIBIT PURPOSES ONLY

OLIVE MILL ROAD

29.151 ACRE PARCEL
PER MAP BOOK 86 PAGE 9

FOR EXHIBIT PURPOSES ONLY



SCALE: 1" = 200'

EXHIBIT E

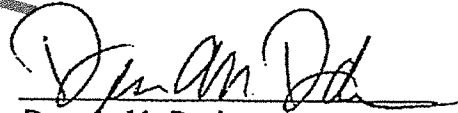
Exhibit F

That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Beginning at POINT "K" as described in Exhibit E hereinabove,

Thence South 24°02'28" West 48.80 feet; thence South 5°18'25" East 32.19 feet; thence South 15°42'53" West 77.77 feet to POINT "I" as described in Exhibit d hereinabove.

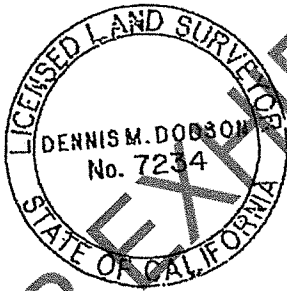
Document prepared by:



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License Expiration Date: 12-31-16



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OLIVE MILL ROAD

29.151 ACRE PARCEL
PER MAP BOOK 86 PAGE 9

FOR EXHIBIT PURPOSES ONLY



SCALE: 1" = 200'

EXHIBIT F

Exhibit G

That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Beginning at POINT "F" as described in Exhibit A hereinabove

Thence South $37^{\circ}11'23''$ East 68.86 feet; thence South $53^{\circ}36'44''$ East 67.75 feet.

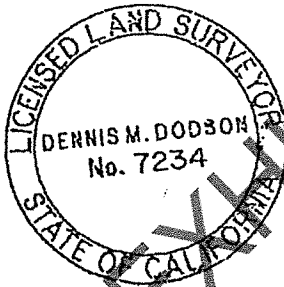
Document prepared by:



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OLIVE MILL ROAD

29.151 ACRE PARCEL
PER MAP BOOK 86 PAGE 9

FOR EXHIBIT PURPOSES ONLY

EXHIBIT G



SCALE: 1" = 200'




Exhibit H

That portion of the Outside Pueblo Lands described as that certain 29.151 Acre Parcel in the County of Santa Barbara, State of California shown on a map recorded in Book 86 Pages 8 and 9 of Record of Surveys in the office of the County Recorder in the County of Santa Barbara, State of California included within a strip of land 15.00 feet wide lying 7.50 feet on each side of a line described as follows:

Beginning at POINT "G" as described in Exhibit A hereinabove,

Thence North 54°20'58" East 96.68 feet.

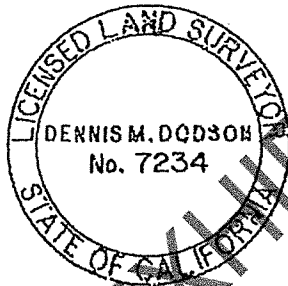
Document prepared by:



Dennis M. Dodson

LS 7234

License Expiration Date: 12-31-16



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OLIVE MILL ROAD

29.151 ACRE PARCEL
PER MAP BOOK 86 PAGE 9

FOR EXHIBIT PURPOSES ONLY

EXHIBIT H



SCALE: 1" = 200'



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. §27281

THIS IS TO CERTIFY that this Grant of Open Space conveyed by the Grant of Easement for Riding and Hiking Trails dated September 7, 2016, from MONTECITO RETIREMENT ASSOCIATION (also known as "CASA DORINDA"), a California non-profit public benefit corporation as Grantor, to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as COUNTY, is hereby accepted by Order of the Board of Supervisors on September 20, 2016, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer. Said easement is accepted for the purposes of regulation and control for the benefit of the people of the County of Santa Barbara.

WITNESS my hand and official seal this _____ day of September 2016

CLERK
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Steven Baugh
Deputy County Counsel