

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Clerk of the Board
105 E. Anapamu Street
Santa Barbara, CA 93101

Presented for recording pursuant to
California Government Code Section
6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 005-210-061; 005-210-064; 005-210-065; 005-210-066; 005-210-067 and 005-210-068

GRANT OF OPEN SPACE EASEMENT

This GRANT OF OPEN SPACE EASEMENT is made this 11TH day of NOVEMBER, 2015, by Montecito Ranch Estates, Inc., a Delaware Corporation, (referred to herein as the "**Grantor**") to the County of Santa Barbara, a body corporate and politic (referred to herein as the "**Grantee**") for the purpose of granting in perpetuity an easement for open space purposes and associated rights as described herein with reference to the following facts:

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property, identified as Assessor Parcel Number 005-210-061; 005-210-064; 005-210-065; 005-210-066; 005-210-067 and 005-210-068; located in the Summerland planning area of the unincorporated area of the County of Santa Barbara, and more particularly described as Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "**Property**");

WHEREAS, Grantor applied to Grantee for approval of, and Grantee gave approval of, TM 14,290, consisting of an eight (8) lot residential subdivision of a 45.118-acre parcel; and

WHEREAS, the two project Addenda (December 3, 2001 and September 1, 1993) to 91-EIR-7, the Program Environmental Impact Report (EIR) prepared for the Summerland Community Plan, concluded that if left essentially natural and undeveloped, the proposed easement area located on the scenic hillside, will help to preserve the rural character of the area; and

WHEREAS, the Addenda to 91-EIR-7 concluded that any potential aesthetic impacts of the residential development project could feasibly be mitigated, in whole or in part, through the preservation of the hillside in a substantially undisturbed, natural state; and

WHEREAS, Action LU-S-WH-5.1 of the Summerland Community Plan requires the area is to remain natural and undeveloped except for the following:

- a. Pedestrian/equestrian trails, benches and scenic lookout points
- b. Small scattered areas of landscaping (intent: primarily native landscaping)
- c. In general, fences shall not be allowed along property lines, fences shall only be allowed to delineate public vs. private areas and immediately surrounding the residence and its associated private yard; and
- d. Small directional/informational signs; and

WHEREAS, this Open Space Easement (hereinafter Easement) is granted pursuant to Government Code sections 51070, et seq., in order to ensure the conservation and long-term preservation of the scenic hillside;

WHEREAS, the grant of an Open Space Easement to Grantee was a condition of Grantee's approval of Case No. TM 14,290 for Grantor's Tentative Tract Map, which condition was satisfied by the Grant of Open Space Easement recorded in the Official Records of Santa Barbara County on November 8, 2002 as Instrument No. 2002-0114648 ("**2002 Open Space Easement**"); and

WHEREAS, Grantor and Grantee desires to modify the location of the easement area described in the 2002 Open Space Easement (the "**2002 Open Space Easement Area**") to reflect changes approved in connection with Recorded Map Modification 10RMM-00000-00001 and Lot Line Adjustment 11LLA-00000-00008 for the Property, and Grantee has quitclaimed the 2002 Open Space Easement Area to Grantor;

NOW THEREFORE, Grantor hereby grants, transfers, and conveys to Grantee, in perpetuity, an open space easement hereinafter described:

1. Description of Easement. This Easement is granted pursuant to Government Code sections 51070, et seq., in, upon, over or across and through that certain portion of the Property described and depicted on Exhibit B attached hereto and incorporated by reference herein (hereinafter "**Easement Area**").

2. Easement Non-Exclusive. The Easement is non-exclusive and is granted for the specific purposes herein described.

3. Purpose of Easement. The purpose of this Easement is to impose upon Grantor certain covenants, conditions, and restrictions pertaining to the Easement Area. It is Grantor's intention and objective in granting this Open Space Easement to limit all development within the Easement Area except for the following:

- (a) Pedestrian/equestrian trails, benches and scenic lookout points
- (b) Small scattered areas of landscaping (intent: primarily native landscaping)

(c) In general, fences shall not be allowed along property lines, fences shall only be allowed to delineate public vs. private areas and immediately surrounding the residence and its associated private yard; and

(d) Small directional/informational signs.

Grantee shall have the right to prevent the development of the Easement Area for any purpose or in any manner that conflicts with the preservation of the Easement Area.

4. Effect on Other Easements. Notwithstanding any of the provisions of this Grant of Easement, nothing herein shall interfere with the rights of any party under easements recorded as part of TM 14,290 and existing private or public easements located within the Easement Area, including but not limited to Santa Barbara County Parks Department hiking, equestrian and trail easements, Santa Barbara County Flood Control District easements, or private access easements, as may be amended.

5. Restrictions on Use. Grantor covenants and agrees for itself, its successors and assigns, that Grantor, its successors and assigns shall not:

(a) Erect, place or maintain any improvements or undertake any activities in the Easement Area except as consistent with TM 14,290 conditions of project approval and subsequent coastal development permits as more particularly described in Section 6 below.

(b) Trim, remove or replace any trees in the Easement Area except as provided by Grantor's Reservation of Rights set forth below.

(c) Use or permit use of the Easement Area for any purpose except as open space consistent with the stated purposes and covenants, restrictions, conditions, limitations and the reservations of this grant.

6. Reservation of Rights. Grantor reserves to itself, its successors and assigns the following rights:

(a) The right to enter upon and use the property for passive recreational purposes (such as hiking, picnicking, equestrian trail use, and nature observation) in a manner consistent with the conservation and preservation of the Easement Area. 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 or assigns may permit to engage in such uses.

(b) Upon prior review and approval by County Planning & Development, the right to clear ground vegetation and removal of dead, or diseased trees (e.g. as required for fire prevention), fence repair, erosion control, and revegetation activities.

(c) The right to undertake any activity in the Easement Area consistent with TM 14,290 conditions of approval and subsequent coastal development permits.

7. Rights and Responsibilities of Grantee. As a material part of this grant, Grantor grants to Grantee, and Grantee accepts from Grantor, the following rights and responsibilities in connection with the Easement Area:

(a) Grantor grants to Grantee, its successors and assigns, in perpetuity, the right to enter on the Easement Area on reasonable notice to Grantor, its successors and assigns, to observe and enforce compliance with the terms of this grant. The right to enter on the Easement Area shall be exercised only by County staff. Grantee's entrance upon or use of the Easement Area shall be used solely for the limited purpose of site inspections to determine whether Grantor is complying with this Grant of Easement, and for enforcement of Grantee's rights described in this Grant of Easement.

(b) Grantor further grants to Grantee, a license to enter any and all streets, roads or sidewalks on the property for the purpose of gaining access to the Easement Area.

(c) Grantee shall have the right to remove any improvement erected or placed on the Easement Area or prohibit any activity which is contrary to the stated purposes, terms, conditions, restrictions and covenants of this Easement that would impair or destroy the scenic and aesthetic values of the Easement Area.

(d) Should Grantor, its successors or assigns, undertake any activity in violation of this Easement, Grantee 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 Grantee'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 Grantee secures 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.

(e) Any forbearance by Grantee to exercise any of Grantee's rights hereunder in the event of any breach hereof by Grantor, its successors and assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

(f) Grantee may enforce the terms of this agreement by administrative proceedings or by proceedings in the Superior Court of the State of California, including injunctions, specific performance, and any other appropriate legal remedies. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation the costs stated above, shall be borne by Grantor. A violation of this Easement Agreement is a violation of permit condition #11 of TM 14,290 TE01.

8. Rights and Responsibilities of Grantor.

(a) Grantor, its successors and assigns agree to bear all costs and liabilities of operation, upkeep and maintenance of the Easement Area.

(b) Grantor shall purchase general and property damage liability insurance in an amount not less than \$1,000,000 with Grantee named as an additional insured, and shall

hereby agree to indemnify and hold harmless Grantee and its successors and assigns from any and all liability arising out of the use and ownership of the Easement Area. A copy of the endorsement evidencing that the Grantee has been added as a named additional insured on the policy, must be attached to the certificate of insurance.

(c) Grantor, its successors and assigns, further agree to pay any and all real property taxes and assessments levied by competent authority on the Easement Area; reserving, however, to Grantor, its successors and assigns, the right to challenge the propriety of any property tax or assessment levied on the Easement Area.

9. Condemnation. Should there be a taking of the Easement, or any portion thereof, under the exercise of the power of eminent domain by any agency, authority or public utility, including Grantee, the rights conveyed hereunder to Grantee shall terminate and automatically revert to Grantor, or Grantor's successors or assigns, as to the property so taken. Such reversion shall be deemed to have occurred as of the date upon which title to the property taken vests in the condemnor. As used herein, the term "taking" shall include a voluntary conveyance in lieu of formal condemnation proceedings by Grantor, or Grantor's successors or assigns, to an agency, authority, or public utility.

10. 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.

11. Public Access not Authorized. This Easement does not grant any right to the public or to Grantee to enter onto the property or the Easement Area or to conduct thereon any activity whatsoever, except that Grantee shall have the right to enter onto the Easement Area as set forth in Paragraph 7 herein. The public may be granted a right to enter pursuant to other grants of easements or dedications.

12. Grant of Easement Only. Nothing contained herein shall be construed as a grant or other conveyance to Grantee or any other party, including without limitation the public, of the fee simple interest in the Easement 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 subject to the rights of the Grantee herein.

13. Terms of Easements as Covenants. This grant benefits the Property and shall run with and constitute both a burden and a benefit of the Property in perpetuity. All obligations, terms, conditions, and restrictions hereby imposed are covenants and restrictions running with the land and shall be effective limitations on the use of the Property from the date of recordation of this Grant of Open Space Easement and shall bind the Grantor and all successors in interest to this Property for the term stated herein. This transfer is made for benefit of the people of the County of Santa Barbara.

14. Subsequent Transfers. Grantor and its successors and assigns agree to incorporate by reference the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Easement Area. The Grantor and its successors and assigns further agree to provide written notice to the County of the transfer of any interest at least 20 days prior to the date of such transfer. The failure of the Grantor or its successors or assigns to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

15. Subordination. If at the time of the conveyance of this Easement, the Easement is subject to any mortgage or deed of trust encumbering the Easement, Grantor shall obtain from the holder of any such mortgage or deed of trust an agreement to subordinate its rights in the Easement to the extent necessary for the Grantee to enforce the purpose of this Easement in perpetuity and to prevent any modification or extinguishment of the Easement by the exercise of the mortgage or deed of trust holder. Such subordination agreement shall be recorded concurrently with this Easement.


This conveyance shall be effective immediately upon recordation in the Official Records of the County of Santa Barbara and shall remain in effect in perpetuity.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the undersigned has made this Grant of Easement on the date indicated above:

Grantor

MONTECITO RANCH ESTATES, INC.,
a Delaware corporation
doing business in California as Montecito Ranch Estates

By: 
Patrick M. Nesbitt, President

By: 
Patrick M. Nesbitt, Jr., Secretary

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)
) ss.
COUNTY OF Los Angeles)

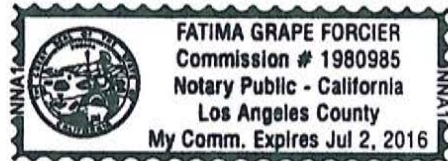
On November 11, 2015, before me, Fatima Grape Forcier, a Notary Public, personally appeared Patrick M. Nesbitt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature of Notary Public




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)
) ss.
COUNTY OF Los Angeles)

On November 12, 2015, before me, Fatima Grape Forcier, a Notary Public, personally appeared Patrick M. Nesbitt, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature of Notary Public

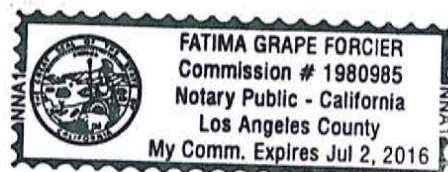


EXHIBIT A
THE PROPERTY

Lots 1, 4 and 8 of Tract No. 14,290, as per map recorded in Book 188, pages 1 through 20 of Maps and amended in Book 204, pages 1 through 21 of Maps, and Lots 5A, 6A and 7A of Lot Line Adjustment No. 11LLA-00000-00008 per document recorded _____, 2015 as Instrument No. _____, all located within the County of Santa Barbara, State of California and recorded in the office of the County Recorder of said County

David J. Rose 9/14/2015
David J. Rose
RCE 32127
Exp. 12/31/2016



EXHIBIT B
EASEMENT AREA

OPEN SPACE EASEMENT

LOT 1

AN EASEMENT FOR OPEN SPACE PURPOSES IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, OVER THAT PORTION OF LOT 1 AS SHOWN ON AMENDING MAP OF TRACT NO. 14,290 RECORDED IN BOOK 204, PAGES 1 THROUGH 21 (INCLUSIVE) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY OF SAID LOT 1 DISTANT NORTH 25°43'30" WEST, 57.74 FEET ALONG SAID WESTERLY BOUNDARY FROM THE SOUTHERLY TERMINUS OF THAT LINE HAVING A BEARING AND DISTANCE OF NORTH 25°43'30" WEST, 259.15 FEET; THENCE

- 1ST: NORTH 63°57'39" EAST, 29.65 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 38.17 FEET, A RADIAL TO SAID POINT BEARS SOUTH 76°17'20" EAST; THENCE ALONG SAID CURVE
- 2ND: EASTERLY THROUGH A CENTRAL ANGLE OF 97°40'22", AN ARC LENGTH OF 65.07 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 16.00 FEET, A RADIAL TO SAID POINT OF REVERSE CURVE BEARS SOUTH 21°23'02" WEST; THENCE ALONG SAID CURVE
- 3RD: EASTERLY AND NORTHEASTERLY THROUGH A CENTRAL ANGLE 75°09'41", AN ARC LENGTH OF 20.99 FEET; THENCE TANGENT TO SAID CURVE
- 4TH: NORTH 36°13'21" EAST, 159.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.23 FEET; THENCE ALONG SAID CURVE
- 5TH: NORTHERLY THROUGH A CENTRAL ANGLE OF 22°05'16", AN ARC LENGTH OF 4.71 FEET; THENCE TANGENT TO SAID CURVE
- 6TH: NORTH 14°08'05" EAST, 101.23 FEET; THENCE
- 7TH: NORTH 75°51'55" WEST, 110.96 FEET; THENCE
- 8TH: NORTH 35°57'44" WEST, 30.54 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 1; THENCE ALONG SAID NORTH LINE
- 9TH: NORTH 75°51'55" WEST, 122.65 FEET; THENCE CONTINUING ALONG SAID NORTH LINE
- 10TH: NORTH 61°01'55" WEST, 65.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 1
- 11TH: SOUTH 00°53'11" WEST, 208.89 FEET; THENCE
- 12TH: SOUTH 25°43'30" EAST, 201.41 FEET TO THE POINT OF BEGINNING.

THE OPEN SPACE EASEMENT DESCRIBED ABOVE CONTAINS 1.67 ACRES.

David J. Rose

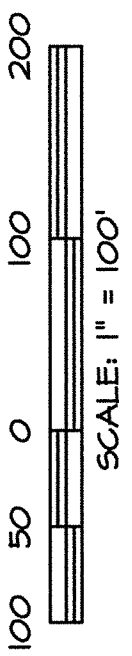
9/14/2015

DAVID J. ROSE

RCE 32127

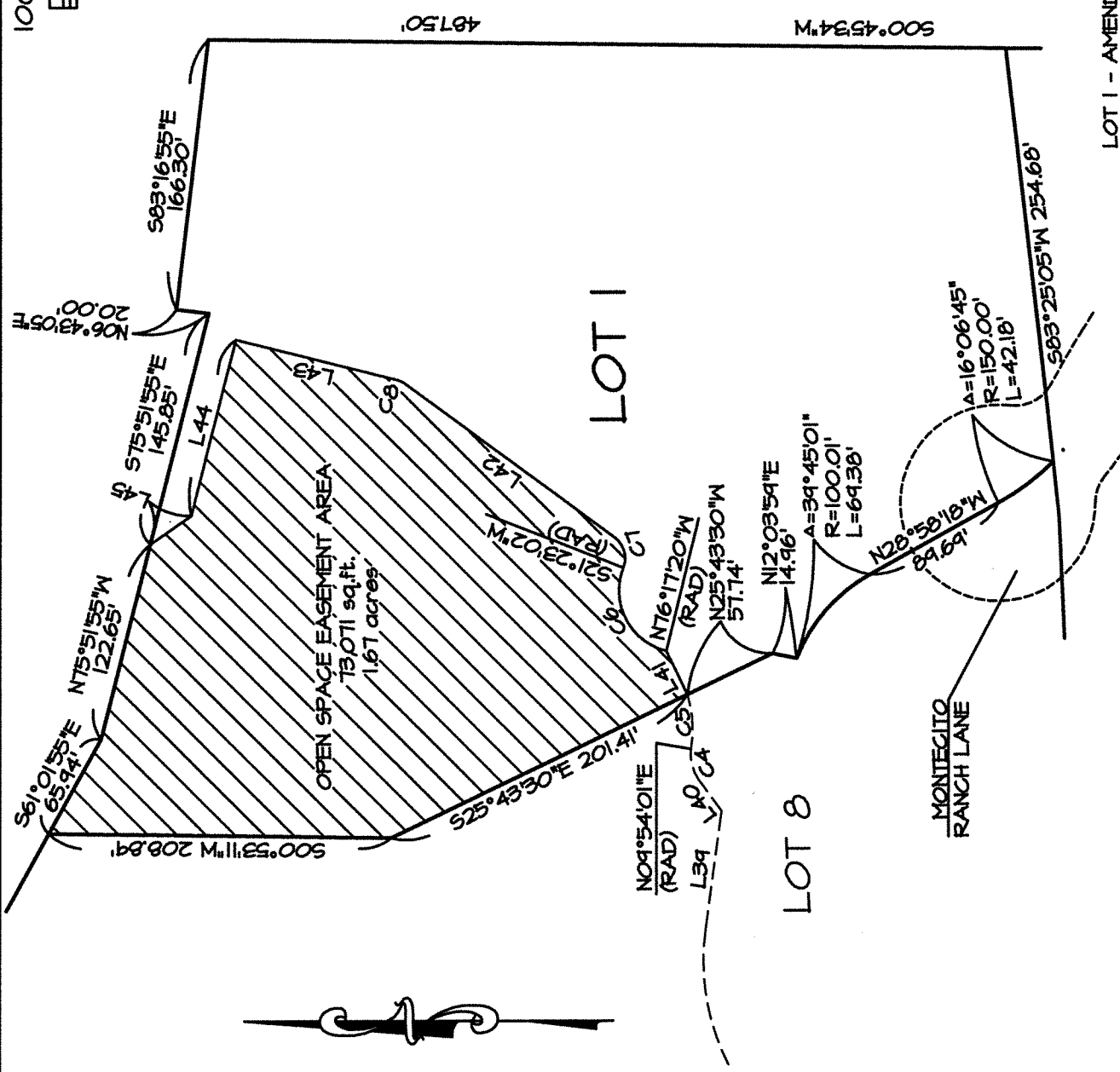
EXPIRES: 12-31-16





NOTE: SEE PAGE 14 FOR
LINE AND CURVE TABLES

OPEN SPACE EASEMENT
OVER A PORTION OF
MAP OF TRACT NO. 14290 (BK 204, PG 1)
IN THE COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA
SEPTEMBER, 2015



OPEN SPACE EASEMENT
PORTION OF LOT 4

AN EASEMENT FOR OPEN SPACE PURPOSES IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, OVER THAT PORTION OF LOT 4 AS SHOWN ON THE AMENDING MAP OF TRACT NO. 14,290 RECORDED IN BOOK 204 OF MAPS AT PAGES 1 THROUGH 21 (INCLUSIVE) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 4, DISTANT ALONG SAID EAST LINE NORTH 01°02'34" EAST, 454.27 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 4; THENCE

- 1ST: SOUTH 36°49'10" WEST, 34.19 FEET; THENCE
2ND: NORTH 01°02'34" EAST, 25.40 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.02 FEET, A RADIAL TO SAID POINT BEARS SOUTH 09°18'52" EAST; THENCE
3RD: WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°10'15" AND ARC LENGTH OF 71.14 FEET; THENCE LEAVING SAID CURVE
4 TH: SOUTH 10°44'35" WEST, 57.86 FEET; THENCE
5 TH: SOUTH 38°23'12" WEST, 33.23 FEET; THENCE
6 TH: SOUTH 66°04'27" WEST, 30.86 FEET; THENCE
7 TH: SOUTH 80°49'24" WEST, 31.57 FEET; THENCE
8 TH: NORTH 86°17'23" WEST, 43.94 FEET; THENCE
9 TH: NORTH 84°03'02" WEST, 49.17 FEET; THENCE
10TH: NORTH 87°25'55" WEST, 50.18 FEET; THENCE
11TH: NORTH 84°43'11" WEST, 42.22 FEET; THENCE
12TH: NORTH 39°12'12" WEST, 3.84 FEET; THENCE
13TH: NORTH 71°34'57" WEST, 38.43 FEET; THENCE
14TH: SOUTH 89°38'27" WEST, 2.30 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4 DISTANT ALONG SAID WESTERLY LINE NORTH 50°47'48" EAST, 323.65 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG SAID WESTERLY LINE
15TH: SOUTH 50°47'48" WEST, 323.65 FEET TO SAID SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4 THE FOLLOWING THREE (3) COURSES
16TH: SOUTH 68°15'01" EAST, 115.96 FEET; THENCE
17TH: SOUTH 75°36'54" EAST, 314.51 FEET; THENCE
18TH: SOUTH 75°41'56" EAST, 245.00 FEET TO SAID SOUTHEAST CORNER OF LOT 4; THENCE ALONG THE EAST LINE OF LOT 4
19TH: NORTH 01°02'34" EAST, 454.27 TO THE POINT OF BEGINNING.

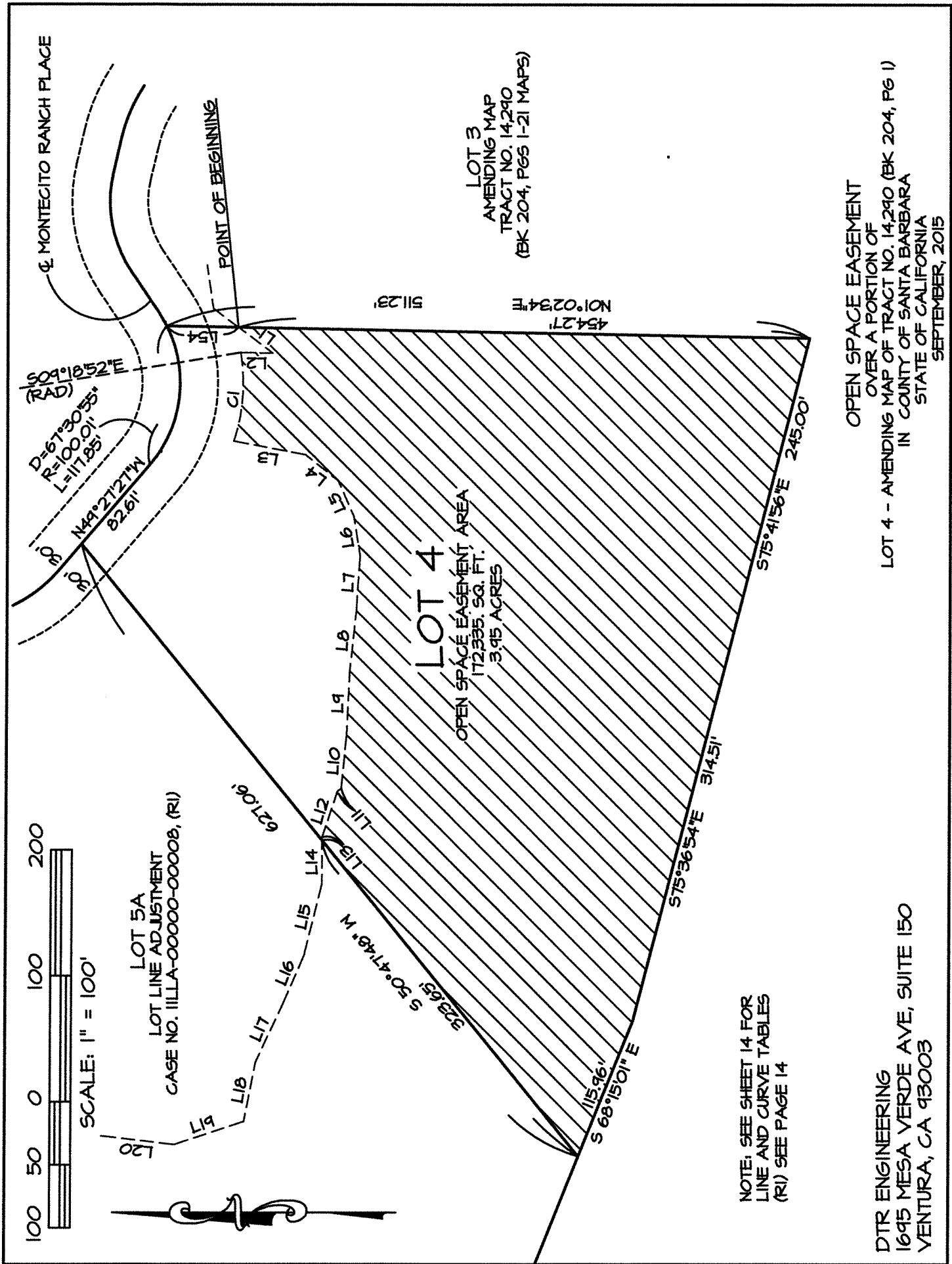
THE AREA OF THE OPEN SPACE EASEMENT AS DESCRIBED ABOVE CONTAINS 3.95 ACRES.

David J. Rose

9/14/2015

DAVID J. ROSE
RCE 32127
EXPIRES: 12-31-16





OPEN SPACE EASEMENT
LOT 5A

AN EASEMENT FOR OPEN SPACE PURPOSES IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, OVER THAT PORTION OF LOT 5A AS SHOWN ON LOT LINE ADJUSTMENT CASE NO. 11LLA-00000-00008 RECORDED AS INSTRUMENT NUMBER _____ OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 5A, DISTANT ALONG SAID SOUTHEASTERLY LINE NORTH 50°47'48" EAST, 323.65 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 5A; THENCE

- 1ST: SOUTH 89°38'27" WEST, 34.18 FEET; THENCE
- 2ND: NORTH 76°16'06" WEST, 58.61 FEET; THENCE
- 3RD: NORTH 66°40'26" WEST, 42.71 FEET; THENCE
- 4TH: NORTH 65°19'56" WEST, 50.58 FEET; THENCE
- 5TH: NORTH 78°59'57" WEST, 47.71 FEET; THENCE
- 6TH: NORTH 18°29'58" WEST, 58.03 FEET; THENCE
- 7TH: NORTH 06°43'18" EAST, 58.49 FEET; THENCE
- 8TH: NORTH 20°04'07" EAST, 71.60 FEET; THENCE
- 9TH: NORTH 17°36'25" EAST, 69.55 FEET; THENCE
- 10TH: NORTH 37°51'53" EAST, 6.10 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 5A, DISTANT ALONG SAID NORTH LINE NORTH 85°16'22" WEST, 362.45 FEET FROM THE NORTHEAST CORNER OF SAID LOT 5A; THENCE ALONG THE NORTHERLY BOUNDARY AND ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 5A THE FOLLOWING SEVEN (7) COURSES
- 11TH: NORTH 85°16'22" WEST 105.77 FEET; THENCE
- 12TH: SOUTH 89°04'57" WEST, 304.78 FEET TO THE NORTHWEST CORNER OF SAID LOT 5A; THENCE
- 13TH: SOUTH 17°38'52" WEST, 75.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.06 FEET; THENCE ALONG SAID CURVE
- 14TH: SOUTHERLY THROUGH A CENTRAL ANGLE OF 13°45'00", AN ARC LENGTH OF 240.00 FEET; THENCE TANGENT TO SAID CURVE
- 15TH: SOUTH: 31°23'52" WEST, 41.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5A; THENCE
- 16TH: SOUTH 68°15'01" EAST, 526.24 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 5A; THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID LOT 5A
- 17TH: NORTH 50°47'48" EAST, 323.65 FEET TO THE POINT OF BEGINNING.

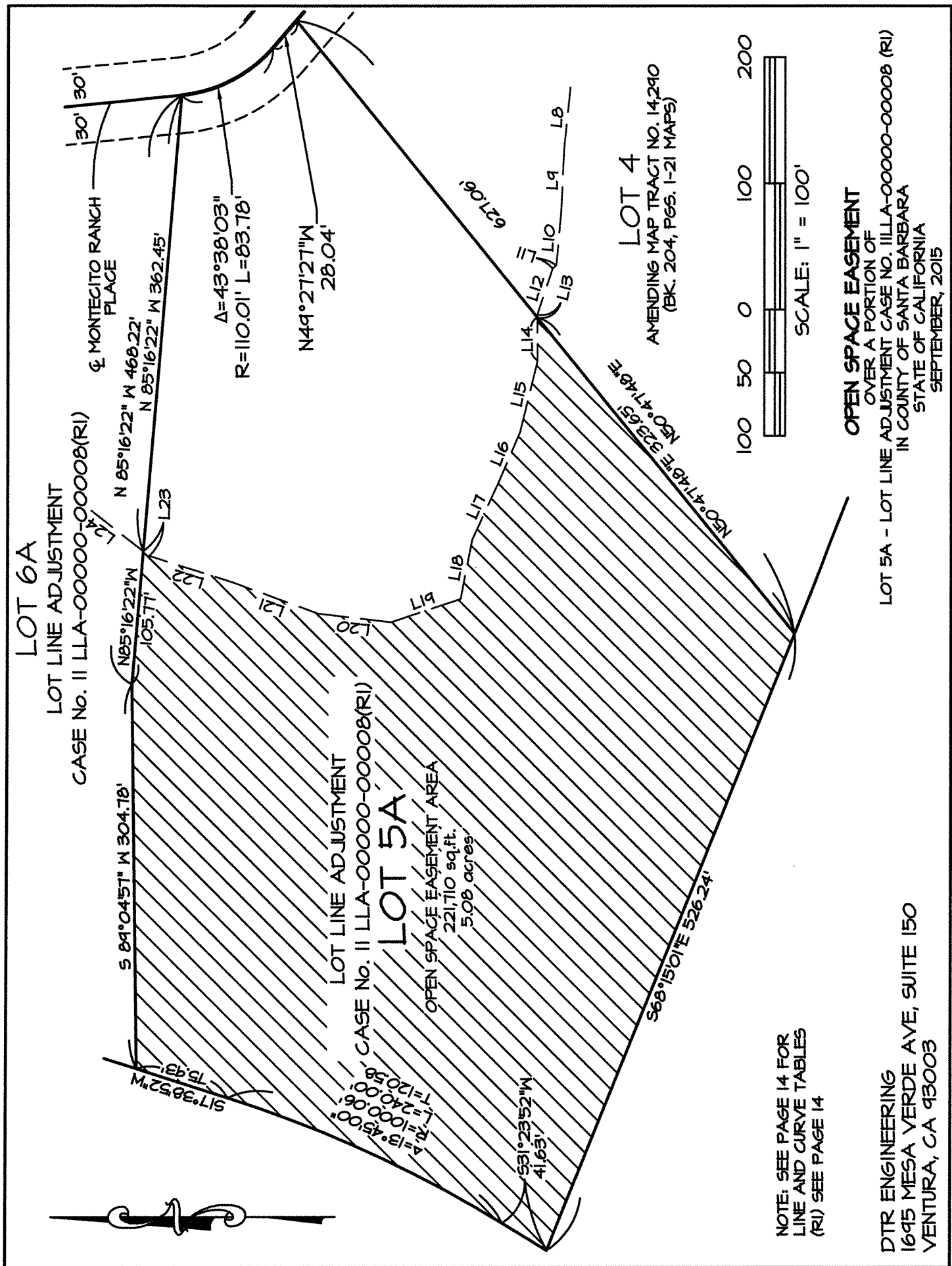
THE OPEN SPACE EASEMENT DESCRIBED ABOVE CONTAINS 5.08 ACRES.

David J. Rose

9/14/2015

DAVID J. ROSE
RCE 32127
EXPIRES: 12-31-16





OPEN SPACE EASEMENT
LOT 6A

AN EASEMENT FOR OPEN SPACE PURPOSES IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, OVER THAT PORTION OF LOT 6A AS SHOWN ON LOT LINE ADJUSTMENT CASE NO. 11LLA-00000-00008 RECORDED AS INSTRUMENT NUMBER

OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 6A, DISTANT ALONG SAID SOUTH LINE NORTH 85°16'22" WEST, 362.45 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 6A; THENCE

- 1ST: NORTH 37°51'53" EAST, 74.18 FEET; THENCE
- 2ND: NORTH 24°06'09" EAST, 60.07 FEET; THENCE
- 3RD: NORTH 08°12'31" EAST, 48.26 FEET; THENCE
- 4TH: NORTH 03°41'08" EAST, 69.11 FEET; THENCE
- 5TH: NORTH 15°12'09" EAST, 44.08 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 6A DISTANT ALONG SAID NORTH LINE NORTH 70°58'14" WEST, 260.29 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6A; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 6A THE FOLLOWING TWO (2) COURSES
- 6TH: NORTH 70°58'14" WEST, 5.55 FEET; THENCE
- 7TH: NORTH 37°50'52" WEST, 535.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 6A BEING A POINT IN A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 400.02 FEET, RADIAL TO SAID POINT BEARS NORTH 62°06'56" WEST; THENCE ALONG SAID CURVE AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 6A THE FOLLOWING FOUR COURSES
- 8TH: SOUTHERLY THROUGH A CENTRAL ANGLE OF 19°54'12", AN ARC LENGTH OF 138.96 FEET; THENCE TANGENT TO SAID CURVE
- 9TH: SOUTH 07°58'52" WEST, 167.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1500.09 FEET; THENCE ALONG SAID CURVE
- 10TH: SOUTHERLY THROUGH A CENTRAL ANGLE OF 09°40'00", AN ARC LENGTH OF 253.09 FEET; THENCE TANGENT TO SAID CURVE
- 11TH: SOUTH 17°38'52" WEST, 156.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6A; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 6A THE FOLLOWING TWO (2) COURSES
- 12TH: NORTH 89°04'57" EAST, 304.78 FEET; THENCE
- 13TH: SOUTH 85°16'22" EAST, 105.77 FEET TO THE POINT OF BEGINNING.

THE OPEN SPACE EASEMENT DESCRIBED ABOVE CONTAINS 4.76 ACRES.

David J. Rose 9/14/2015
DAVID J. ROSE
RCE 32127
EXPIRES: 12-31-16



OPEN SPACE EASEMENT

OVER A PORTION OF
 LOT 6A - LOT LINE ADJUSTMENT CASE NO. ILLA-00000-000008 (RI)
 IN COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 SEPTEMBER, 2015

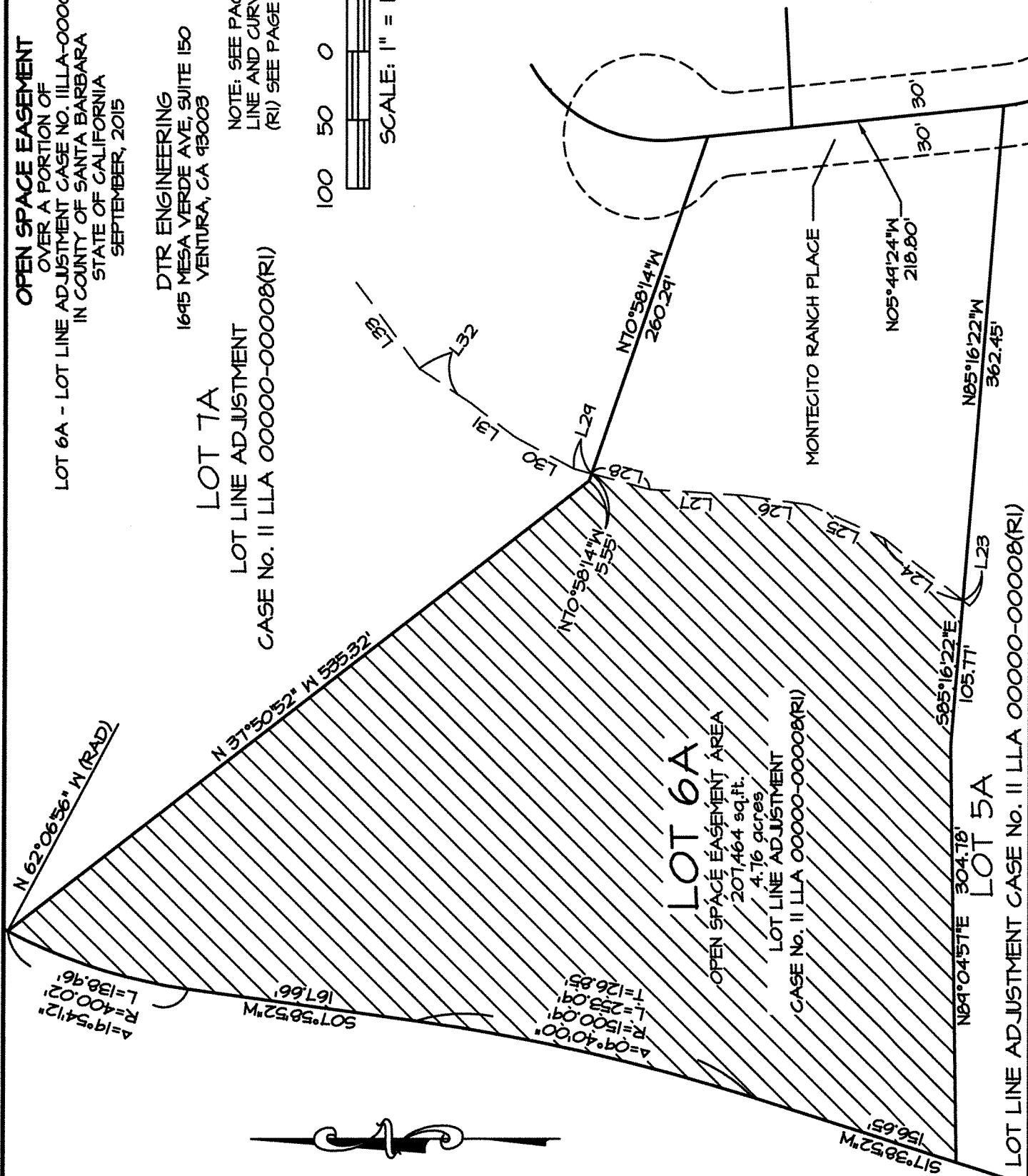
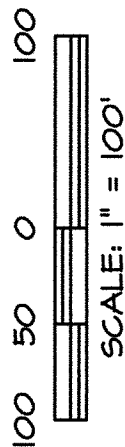
DTR ENGINEERING
 1645 MESA VERDE AVE, SUITE 150
 VENTURA, CA 93003

LOT 7A

LOT LINE ADJUSTMENT

CASE No. II LLA 00000-000008(RI)

NOTE: SEE PAGE 14 FOR
 LINE AND CURVE TABLES.
 (RI) SEE PAGE 14



OPEN SPACE EASEMENT
LOT 7A

AN EASEMENT FOR OPEN SPACE PURPOSES IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, OVER THAT PORTION OF LOT 7A AS SHOWN ON LOT LINE ADJUSTMENT CASE NO. 11LLA-00000-00008 RECORDED AS INSTRUMENT NO. _____ OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 7A, DISTANT ALONG SAID SOUTH LINE NORTH 70°58'14" WEST, 260.29 FEET FROM THE SOUTHERLY MOST CORNER OF SAID LOT 7A; THENCE

- 1ST: NORTH 15°12'09" EAST, 13.52 FEET; THENCE
- 2ND: NORTH 28°19'27" EAST, 49.10 FEET; THENCE
- 3RD: NORTH 37°23'39" EAST, 40.99 FEET; THENCE
- 4TH: NORTH 33°50'33" EAST, 44.99 FEET; THENCE
- 5TH: NORTH 53°47'44" EAST, 77.93 FEET; THENCE
- 6TH: SOUTH 47°00'25" EAST, 40.11 FEET; THENCE
- 7TH: SOUTH 35°04'12" EAST, 45.17 FEET; THENCE
- 8TH: SOUTH 32°29'46" EAST, 66.14 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 160.02 FEET, A RADIAL TO SAID POINT BEARS NORTH 50°02'27" WEST; THENCE ALONG SAID CURVE
- 9TH: NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 19°09'42", AN ARC LENGTH OF 53.52 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 7A DISTANT ALONG SAID NORTHEASTERLY LINE NORTH 32°57'18" WEST, 50.07 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 7A; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 7A THE FOLLOWING TWO (2) COURSES
- 10TH: NORTH 32°57'18" WEST, 232.74 FEET; THENCE
- 11TH: NORTH 05°33'57" WEST, 421.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 7A; THENCE ALONG THE NORTHERLY, NORTHWESTERLY AND SOUTHWESTERLY BOUNDARIES OF SAID LOT 7A THE FOLLOWING EIGHT (8) COURSES
- 12TH: NORTH 61°51'55" WEST, 20.94 FEET; THENCE
- 13TH: NORTH 78°21'55" WEST, 77.50 FEET; THENCE
- 14TH: NORTH 86°36'55" WEST, 75.06 FEET; THENCE
- 15TH: SOUTH 74°09'28" WEST, 36.56 FEET; THENCE
- 16TH: SOUTH 39°17'52" WEST, 298.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.02 FEET; THENCE ALONG SAID CURVE
- 17TH: SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 11°24'48", AN ARC LENGTH OF 79.68 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 7A; THENCE
- 18TH: SOUTH 37°50'52" EAST, 535.32 FEET; THENCE
- 19TH: SOUTH 70°58'14" EAST, 5.55 FEET TO THE POINT OF BEGINNING.

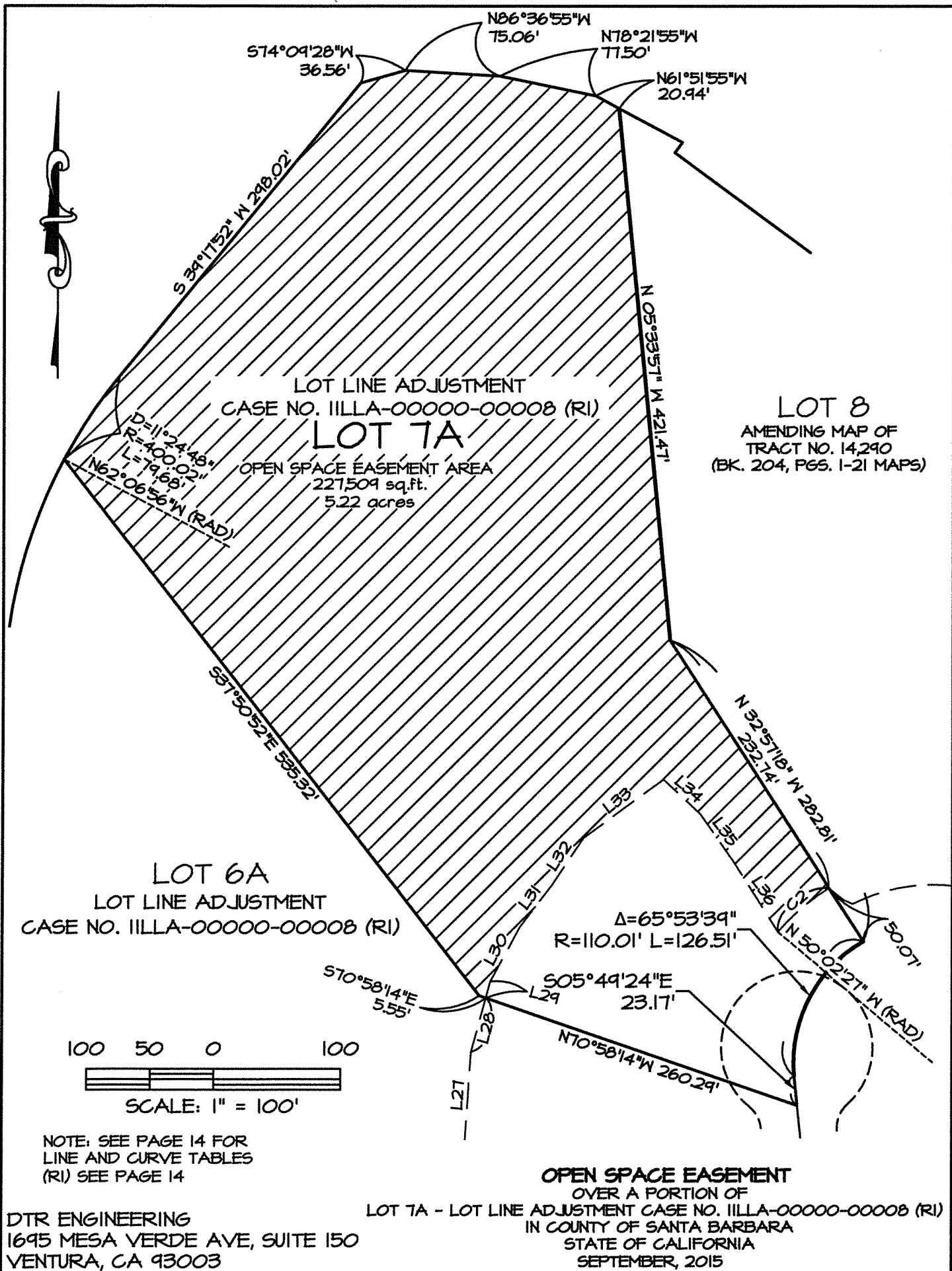
THE OPEN SPACE EASEMENT DESCRIBED ABOVE CONTAINS 5.22 ACRES.

David J. Rose

9/14/2015

DAVID J. ROSE
RCE 32127
EXPIRES: 12-31-16





OPEN SPACE EASEMENT
LOT 8

AN EASEMENT FOR OPEN SPACE PURPOSES IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, OVER THAT PORTION OF LOT 8 AS SHOWN ON AMENDING MAP OF TRACT NO. 14,290 RECORDED IN BOOK 204, PAGES 1 THROUGH 21 (INCLUSIVE) OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY OF SAID LOT 8 DISTANT ALONG SAID WESTERLY LINE NORTH 32°57'18" WEST, 50.07 FEET FROM THE SOUTHERLY TERMINUS OF THAT CERTAIN LINE IN SAID WESTERLY BOUNDARY HAVING A BEARING AND DISTANCE OF SOUTH 32°57'18" EAST, 282.80 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY

- 1ST: SOUTH 51°26'43" EAST, 14.93 FEET; THENCE
- 2ND: SOUTH 64°56'29" EAST, 7.69 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 140.01 FEET, A RADIAL TO SAID POINT BEARS NORTH 26°57'55" WEST; THENCE ALONG SAID CURVE
- 3RD: EASTERLY THROUGH A CENTRAL ANGLE OF 34°38'01", AN ARC LENGTH OF 84.63 FEET; THENCE TANGENT TO SAID CURVE
- 4TH: SOUTH 82°19'54" EAST, 73.55 FEET; THENCE
- 5TH: NORTH 53°51'40" EAST, 24.95 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 28.56 FEET, A RADIAL TO SAID POINT BEARS NORTH 31°33'25" WEST; THENCE ALONG SAID CURVE
- 6TH: EASTERLY THROUGH A CENTRAL ANGLE OF 37°44'16", AN ARC LENGTH OF 18.81 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 70.67 FEET, A RADIAL TO SAID POINT BEARS SOUTH 09°54'01" WEST; THENCE ALONG SAID CURVE
- 7TH: EASTERLY THROUGH A CENTRAL ANGLE OF 27°19'54", AN ARC LENGTH OF 33.71 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID LOT 8 DISTANT NORTH 25°43'30" WEST, 57.74 FEET ALONG SAID EASTERLY BOUNDARY FROM THE SOUTHERLY TERMINUS OF THAT LINE HAVING A BEARING AND DISTANCE OF NORTH 25°43'30" WEST, 259.15 FEET; THENCE ALONG SAID EASTERLY BOUNDARY
- 8TH: NORTH 25°43'30" WEST, 201.41 FEET; THENCE
- 9TH: NORTH 00°53'11" EAST, 208.89 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 8
- 10TH: NORTH 61°01'55" WEST, 202.57 FEET; THENCE
- 11TH: NORTH 53°36'55" WEST, 133.30 FEET; THENCE
- 12TH: NORTH 36°23'05" EAST, 10.00 FEET; THENCE
- 13TH: NORTH 61°51'55" WEST, 56.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 8
- 14TH: SOUTH 05°33'57" EAST, 421.47 FEET; THENCE
- 15TH: SOUTH 32°57'18" EAST, 232.74 FEET TO THE POINT OF BEGINNING.

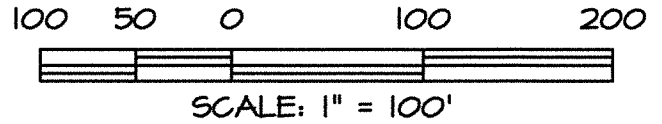
THE OPEN SPACE EASEMENT DESCRIBED ABOVE CONTAINS 3.30 ACRES.



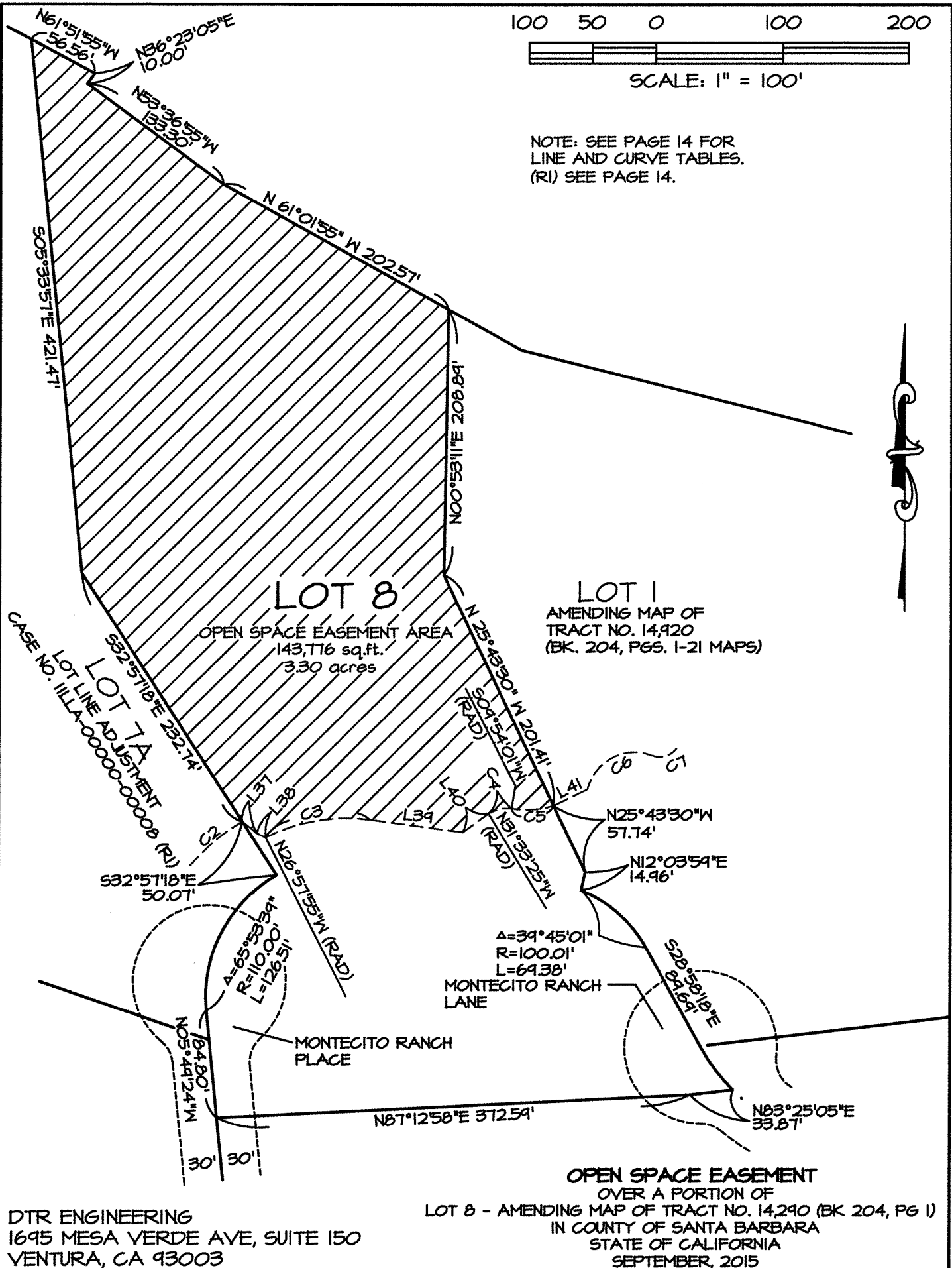
DAVID J. ROSE
RCE 32127
EXPIRES: 12-31-16

9/14/2015



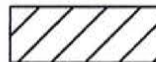


NOTE: SEE PAGE 14 FOR
LINE AND CURVE TABLES.
(RI) SEE PAGE 14.



DTR ENGINEERING
1695 MESA VERDE AVE, SUITE 150
VENTURA, CA 93003

LINE TABLE			CURVE TABLE			
LINE	BEARING	LENGTH	CURVE	DELTA	RADIUS	LENGTH
L1	S36°49'10"W	34.19	C1	27°10'15"	150.02	71.14
L2	N01°02'34"E	25.40	C2	19°09'42"	160.02	53.52
L3	S10°44'35"W	57.86	C3	34°38'01"	140.01	84.63
L4	S38°23'12"W	33.23	C4	37°44'16"	28.56	18.81
L5	S66°04'27"W	30.86	C5	27°19'54"	70.67	33.71
L6	S80°49'24"W	31.57	C6	97°40'22"	38.17	65.07
L7	N86°17'23"W	43.94	C7	75°09'41"	16.00	20.99
L8	N84°03'02"W	49.17	C8	22°05'16"	12.23	4.71
L9	N87°25'55"W	50.18				
L10	N84°43'11"W	42.22				
L11	N39°12'12"W	3.84				
L12	N71°34'57"W	38.43				
L13	S89°38'27"W	2.30				
L14	S89°38'27"W	34.18				
L15	N76°16'06"W	58.61				
L16	N66°40'26"W	42.71				
L17	N65°19'56"W	50.58				
L18	N78°59'57"W	47.71				
L19	N18°29'58"W	58.03				
L20	N06°43'18"E	58.49				
L21	N20°04'07"E	71.60				
L22	N17°36'25"E	69.55				
L23	N37°51'53"E	6.10				
L24	N37°51'53"E	74.18				
L25	N24°06'09"E	60.07				
L26	N08°12'31"E	48.26				
L27	N03°41'08"E	69.11				
L28	N15°12'09"E	44.08				
L29	N15°12'09"E	13.52				
L30	N28°19'27"E	49.10				
L31	N37°23'39"E	40.99				
L32	N33°50'33"E	44.99				
L33	N53°47'44"E	77.93				
L34	S47°00'25"E	40.11				
L35	S35°04'12"E	45.17				
L36	S32°29'46"E	66.14				
L37	S51°26'43"E	14.93				
L38	S64°56'29"E	7.69				
L39	S82°19'54"E	73.55				
L40	N53°51'40"E	24.95				
L41	N63°57'39"E	29.65				
L42	N36°13'21"E	159.83				
L43	N14°08'05"E	101.23				
L44	N75°51'55"W	110.96				
L45	N35°57'44"W	30.54				
L54	S01°02'34"W	56.96				



OPEN SPACE EASEMENT

RI = LOT LINE ADJUSTMENT CASE NO.
 I1LLA-00000-00008 RECORDED
 AS INSTRUMENT No. _____
 O.R.



David J. Rose 9/14/2015

DAVID J. ROSE
 RCE 32127
 EXPIRES: 12-31-2016

OPEN SPACE EASEMENT
 OVER PORTIONS OF

LOTS 4, 8 AND I - AMENDING MAP OF TRACT NO. 14,290 (BK 204, PG 1) AND
 LOTS 5A, 6A AND 7A - LOT LINE ADJUSTMENT CASE NO. I1LLA-00000-00008 (RI)
 IN THE COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA
 SEPTEMBER, 2015

DTR ENGINEERING
 1695 MESA VERDE AVE, SUITE 150
 VENTURA, CA 93003

CERTIFICATE OF ACCEPTANCE

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

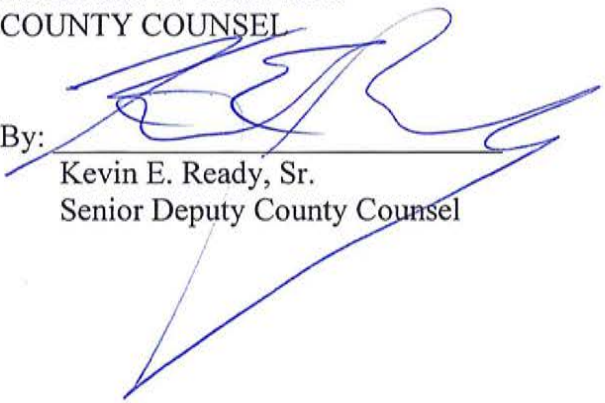
THIS IS TO CERTIFY that this Grant of Open Space conveyed by the Grant of Open Space Easement dated November 11, 2015, from MONTECITO RANCH ESTATES, INC., a Delaware Corporation as Grantor, to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as Grantee, is hereby accepted by Order of the Board of Supervisors on December 15, 2015, 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 December 2015

CLERK
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: _____
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

CONSENT OF LIEN HOLDER AND SUBORDINATION OF LIEN

The undersigned, Morgan Stanley Mortgage Capital Holdings LLC, successor in interest to Morgan Stanley Credit Corporation, formerly known as Morgan Stanley Dean Witter Credit Corporation, Beneficiary under that certain Deed of Trust, Assignment of Leases and Rents and Fixture Filing recorded on May 27, 2004 as Instrument No. 2004-0056831 in the Official Records of Santa Barbara County, CA, as amended by Instrument recorded April 19, 2007 as Instrument No. 2007-0028863 of the Official Records of Santa Barbara County, CA (the "**Deed of Trust**"), consents to all of the provisions contained in the foregoing Grant of Open Space Easement, and agrees that the lien and charge of said Deed of Trust shall be, and is hereby made, subordinate to, junior to, and subject to said Grant of Open Space Easement.

MORGAN STANLEY MORTGAGE
CAPITAL HOLDINGS LLC, successor in
interest to Morgan Stanley Credit Corporation,
formerly known as Morgan Stanley Dean
Witter Credit Corporation

By:

Name:

Kevin A Flanagan

Title:

Authorized Signatory

By:

Name:

Aaron Saunders

Title:

Authorized Signatory

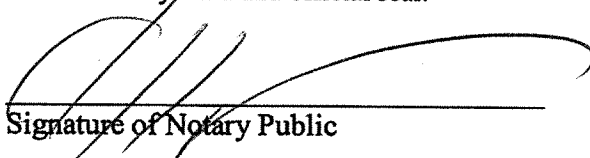
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

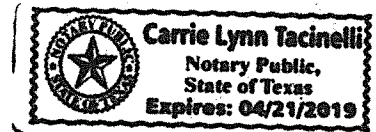
STATE OF Texas)
) ss.
COUNTY OF Dallas)

On 11/25/2015, 2015, before me, Carrie Lynn Tacinelli, a Notary Public, personally appeared Kevin A. Flanagan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public



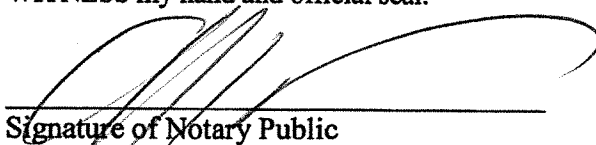
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On 11/25/2015, 2015, before me, Carrie Lynn Tacinelli, a Notary Public, personally appeared Aaron Saunders, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public

