

Attachment J  
Joint Easement and Use Agreement

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

People's Self-Help Housing Corporation  
3533 Empleo Street  
San Luis Obispo, CA 93401

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Space Above This Line for Recorder's Use

### JOINT EASEMENT AND USE AGREEMENT

This Joint Easement and Use Agreement (the "Agreement") is made as of \_\_\_\_\_, 2021, by People's Self-Help Housing Corporation, a California nonprofit public benefit corporation ("PSHHC") and Picasso Investments, a limited partnership ("Picasso").

A. PSHHC is the fee owner of the real property located in the unincorporated area of the County of Santa Barbara, State of California, which is described in Exhibit A (the "Isla Vista Property"), which is developed with a multi-family affordable housing development and related amenities commonly known as "Isla Vista Apartments" (the "Isla Vista Project").

B. Picasso is the fee owner of the real property located in the unincorporated area of the County of Santa Barbara, State of California, which is more particularly described in Exhibit B and is adjacent to the Isla Vista Property (the "Picasso Property"), which is developed with a multifamily affordable housing development and related amenities commonly known as "\_\_\_\_\_" (the "Picasso Project").

C. The Isla Vista Project and the Picasso Project share a common driveway (the "Community Driveway") which is available for the joint use of the Owners of the Isla Vista Property and the Picasso Property and their respective tenants, agents, employees, contractors, licensees, guests and/or invitees subject to the terms of this Agreement (the "Driveway Easement").

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Grant of Easements.

A. PSHHC hereby grants to Picasso and its agents, and employees, the invitees and occupants of the Picasso Project (collectively, the "Picasso Grantee Parties") the following easement:

(i) a perpetual, non-exclusive easement for the use of the shared driveway located on the Isla Vista Property and as designated on Exhibit C-1.

B. Picasso hereby grants to PSHHC and its agents, and employees, the invitees and

occupants of the Isla Vista Apartments (collectively, the “Isla Vista Grantee Parties”) the following easements:

(i) a perpetual, non-exclusive easement for the use of the shared driveway located on Picasso Property as designated on Exhibit C-2.

2. Term. This Agreement shall terminate upon mutual written consent of PSHHC and Picasso (the “Term”). This Agreement shall survive any foreclosure, deed in lieu of foreclosure, voluntary or involuntary assignment, or other transfer of PSHHC’s or Picasso’s right, title and, interest in and to their respective properties occurring during the Term.

3. Easement over Community Driveway. PSHHC and Picasso hereby acknowledge and agree that the Driveway Easement over the Community Drive granted pursuant to this Agreement is limited to pedestrian and vehicular (including bicycle and other modes of transportations) and does not include parking privileges on either the PSHHC Property or the Picasso Property. Neither PSHHC nor Picasso, or their respective successors or assigns, shall construct, install, or place any barrier, curbing, fence or obstruction, including landscaping, on any portion of the Community Driveway so as to obstruct the use and enjoyment of the Community Driveway by either party as contemplated by this Agreement.

Nothing contained in this Agreement shall ever be deemed to create any rights for the benefit of the general public, or to constitute any of the affected area a dedicated public thoroughfare for either vehicles and/or pedestrians or other lawful use. The parties shall do all things needed to perpetuate the status of the Driveway Easement granted by this Agreement as a private easement, including cooperating with each other in the period publication of legal notices or physically barring access to the affected areas as may be required by law for the purposes expressed in this Section; provided, however, that prior to closing off any substantial portion of the Community Driveway, as herein provided, each party shall give written notice to the other party of its intention to do so, and shall attempt to coordinate such closing with the other party so that no unreasonable interference with the passage of vehicles or passage of pedestrians shall occur.

4. Maintenance. PSHHC and Picasso shall each keep and maintain the Community Driveway located on their respective property in good condition and repair, in accordance with all applicable governmental rules, ordinances and regulations, as well as sound engineering practices, including, without limitation, (i) keeping it free of refuse, garbage, holes and breaks in the pavement and related matters, and (ii) keeping the pavement surface of the Community Driveway located on their respective property smooth and evenly covered with the type of surfacing material initially used or a substitute material that is equal in quality, use and durability, and (iii) repairing, maintaining and replacing the gate (the “Access Gate”) providing access to, over, upon and along the Community Driveway. Each party shall be required to repair, maintain and replace the Community Driveway and the Access Gate located on its property consistent with the maintenance and repair of other similar apartment projects located in the Goleta, California area. In the event either party fails to comply with its maintenance obligations as set forth herein, which failure

continues for more than thirty (30) days after the date of written notice to the defaulting party of such default, the non-defaulting party shall be entitled to (x) enter the property of the defaulting party for the purpose of the performance of such maintenance activities as are necessary to restore the Community Driveway and the Access Gate to good condition and repair, (y) expend such funds as are reasonably necessary to provide the necessary maintenance, and (z) submit an immediate invoice to the defaulting party for the reasonably expended funds, which shall be due and payable within (10) days of the date of notice of the invoiced bill. Any invoiced amount which is not paid in a timely manner shall accrue interest at the rate of eight percent (8%) per annum, retroactive to the date of invoice. Nothing contained herein shall require either party to provide maintenance services to the property owned by the other party which are the obligation of the other party.

PSHHC and Picasso shall each be responsible for a proportionate share of the maintenance and repair costs and expenses of the Community Driveway and the Access Gate actually incurred by the PSHHC and Picasso. As used in this Agreement, the term "proportionate share" shall mean the total actual cost and expense of all such maintenance and repair costs multiplied by a fraction, the numerator of which shall be the total number of parking spaces included in the Isla Vista Project or the Picasso Project (as applicable) and the denominator of which shall be the total number of parking spaces on both the Isla Vista Project and Picasso Project, which is currently expected to equate to \_\_\_\_\_ percent (\_\_\_%) of all such actual costs and expenses to be paid by the PSHHC and to \_\_\_\_\_ percent (\_\_\_%) of all such actual costs and expenses to be paid by the Picasso. Each party shall reimburse the other party for its proportionate share all such costs and expenses within ten (10) days following the receipt of an itemized invoice of all funds expended by such party in maintaining and repairing the Community Driveway and the Community Gate. Any invoiced amount which is not paid in a timely manner shall accrue interest at the rate of eight percent (8%) per annum, retroactive to the date of the invoice.

5. Non-Exclusive Easement. The Driveway Easement and other rights granted herein are not exclusive, and each party hereby reserves unto itself and to the other present and future owners of the Isla Vista Property and Picasso Property the right to utilize the portion of the Community Driveway located on its property for such purposes as do not unreasonably endanger or interfere with the Driveway Easement granted herein. Each party shall have the right to grant such other easements, rights or privileges to such persons and/or entities and for such purposes as such party in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the Driveway Easement granted by this Agreement.

6. Insurance. Each party shall each procure and maintain at all times general liability and/or comprehensive public liability insurance (including contractual liability coverage) against claims for personal injury, death or property damage occurring upon the Driveway Easement having a minimum limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, including umbrella coverage, if any, and naming the PSHHC or Picasso (as applicable), Lenders (as defined in Section 7 below) and Investor Limited Partner (as defined in Section 7 below) as an additional insured thereunder. Upon request, each party shall each provide the other party, the Lenders and the Investor Limited Partner with copies of the insurance policies required by this Section.

7. Indemnification.

a. Indemnification by PSHHC. PSHHC shall indemnify, protect, defend and hold harmless Picasso, its partners and their respective officers, agents and employees (collectively, the "Picasso Grantee Parties") from and against any and all claims, losses, damages, liabilities, liens, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' and consultant's fees) arising out of, involving, or in dealing with, the use, operation and/or maintenance of the Community Driveway by PSHHC (including without limitation, its respective officers, agents, employees, tenants, contractors and invitees), any act, omission or neglect of PSHHC and out of any default or breach by PSHHC in the timely performance of its obligations under this Agreement. In case any action or proceeding be brought against Picasso and/or the Picasso Grantee Parties by reason of any of the foregoing matters, PSHHC, upon notice from Picasso, shall defend the Picasso and/or Picasso Grantee Parties at PSHHC's expense by counsel reasonably acceptable to Picasso.

b. Indemnification by Picasso. Picasso shall indemnify, protect, defend and hold harmless PSHHC, its partners and their respective officers, agents and employees (collectively, the "Isla Vista Grantee Parties") from and against any and all claims, losses, damages, liabilities, liens, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' and consultant's fees) arising out of, involving, or in dealing with, the use, operation and/or maintenance of the Community Driveway by Picasso (including without limitation, its respective officers, agents, employees, tenants, contractors and invitees), any act, omission or neglect of Picasso and out of any default or breach by Picasso in the timely performance of its obligations under this Agreement. In case any action or proceeding be brought against PSHHC and/or the Isla Vista Grantee Parties by reason of any of the foregoing matters, Picasso, upon notice from PSHHC, shall defend the PSHHC and/or Isla Vista Grantee Parties at Picasso's expense by counsel reasonably acceptable to PSHHC.

c. Survival of Provisions. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement. No termination, cancellation or release agreement entered into by the parties hereto shall release PSHHC or Picasso, as the case may be, from its obligations with respect to the foregoing matters, unless specifically so agreed by PSHHC or Picasso, as the case may be, and the Investor Limited Partner of PSHHC or Picasso, as applicable, in writing at the time of such agreement.

8. Default. Failure to comply with the terms, conditions and obligations of this Agreement shall be deemed a default hereunder. In the event either PSHHC or Picasso shall be in default under this Agreement, the non-defaulting party shall be given written notice to the defaulting party specifying: (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the default, if any action to cure is possible, by which such action to cure must be taken, and (c) a reasonable amount of time, which shall not be more than thirty (30) days from the receipt of such notice (except in the event of an emergency or if, due to the nature of the default, there is an imminent threat of injury or substantial damage to the Community Driveway, in which case no notice shall be required) by which such action to cure must be taken. A default which continues

for more than thirty (30) days after the date of written notice to the defaulting party of such default (except in the event of an emergency or if, due to the nature of the default, there is an imminent threat of injury or substantial damage to the Community Driveway, in which case no notice shall be required) shall constitute an Event of Default. Upon an Event of Default, the non-defaulting party shall be entitled to (x) perform such obligations as are necessary to comply with the terms and conditions of this Agreement, (y) expend such funds as are reasonably necessary to perform such obligations, and (z) submit an immediate invoice to the defaulting party for the reasonably expended funds, which shall be due and payable within ten (10) days of the date of notice of the invoiced bill. Any invoiced amount which is not paid in a timely manner shall accrue interest at the rate of eight percent (8%) per annum, retroactive to the date of invoice. PSHHC and Picasso shall provide notice of any defaults hereunder to any unrelated third party institutional and/or governmental lender(s) who provide mortgage financing for any portion of the Isla Vista Property or Picasso Property (collectively, the “Lenders”). PSHHC and Picasso shall provide notice of any defaults hereunder to the Lenders and the Lenders shall then have thirty (30) days to cure such default(s). To the extent Wincopin Circle LLLP, its affiliates, successors and/or assigns (the “Investor Limited Partner”) is then an equity investor in PSHHC and/or Picasso, PSHHC and Picasso shall provide notice of any default or Event of Default hereunder to Investor Limited Partner at the addresses noted in Section 10 below and Investor Limited Partner shall have thirty (30) additional days to cure any such default or Event of Default prior to any party taking any enforcement action hereunder. The parties hereto agree that the Investor Limited Partner of the defaulting party shall have the right, but not the obligation, to cure any default or Event of Default of such defaulting party.

9. Termination; Remedies. Neither party may terminate this Agreement prior to the expiration of the Term. It is expressly agreed that no default or Event of Default under this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law by reason of such default or Event of Default. Upon an Event of Default hereunder, the non-defaulting party shall be entitled to all remedies available at law, or in equity, and each party waives any requirement that the other party prove the non-existence of a remedy at law prior to pursuing equitable remedies, including, without limitation, specific performance or injunctive relief.

10. Notices. All notices hereunder shall be in writing and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery to the following addresses:

PSHHC:                    People’s Self-Help Housing Corporation  
                                 3533 Empleo Street  
                                 San Luis Obispo, CA 93401  
                                 Attn: President & CEO

with a copy to:        Gubb & Barshay LLP  
                                 505 14<sup>th</sup> Street, Suite 450  
                                 Oakland, CA 94610

Attn: Sarah Perez, Esq.

with a copy to: Wincopin Circle LLLP  
c/o Enterprise Community Asset Management, Inc.  
70 Corporate Center  
11000 Broken Land Parkway, Suite 700  
Columbia, Maryland 21044  
Attention: Asset Management

if to Picasso: Picasso Investments  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Or delivery to any other address as either party may have furnished in writing pursuant to the requirements of this Section 7 as a place for service of notice. Any notice so mailed or delivered shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt.

11. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

12. Time of the Essence. Time is of the essence with respect to this Agreement.

13. No Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.

14. No Gift or Dedication; Third Party Beneficiary. Nothing herein contained shall be deemed a gift or dedication of any portion of the Isla Vista Property or Picasso Property to the general public, or for any public use, or purpose whatsoever. Except as otherwise specifically provided herein, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

15. Exhibits. All exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

16. Successors and/or Assigns. The Driveway Easement, rights and obligations granted or created under this Agreement shall run with the land and shall apply, be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns.

17. Priority of Easements. The easement and rights granted by this Agreement shall be superior in priority to any mortgages, security deeds, deeds of trust or liens, the foreclosure of which could terminate such easement.

18. Assignment. The interests of either party to this Agreement may only be assigned upon the written consent of the other party and Investor Limited Partner, to the extent Investor Limited Partner is an equity investor in PSHHC and/or Picasso, which consent shall not be unreasonably withheld.

19. Amendment. This Agreement may not be amended except in writing executed by both parties hereto and approved in writing by Investor Limited Partner, to the extent Investor Limited Partner is an equity investor in PSHHC and/or Picasso.

20. Titles and Headings. The titles and article or paragraph headings are inserted only for convenience, and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular provisions to which they refer.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22. Severability. In the event that any provision of this Agreement shall be held invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

23. Entire Agreement. This Agreement contains the sole and entire agreement of the parties hereto with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written, between PSHHC and Picasso and not incorporated herein shall be of any force or effect.

[Signatures on Next Page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

<p>PSHHC:</p> <p>People's Self-Help Housing Corporation, a California nonprofit public benefit corporation</p> <p>By: _____ Kenneth Trigueiro President &amp; CEO</p>	<p>PICASSO:</p> <p>Picasso Investments, a limited partnership</p>
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Signatures Must be Notarized

**Exhibit A**

**Legal Description of the PSHHC Property**

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

PARCEL ONE: (PORTION OF APN: 075-051-037)

THE NORTHERLY ONE-HALF OF THE EASTERLY ONE-HALF OF THAT PORTION OF THE DOS PUEBLOS RANCHO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF CAMINO DEL SUR DISTANT NORTH 876 FEET FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF PASADO ROAD, AS SHOWN UPON THE MAP OF ISLA VISTA TRACT, RECORDED IN BOOK 15, PAGE 81 OF MAPS, RECORDS OF SANTA BARBARA COUNTY, CALIFORNIA, THENCE EAST ALONG THE CENTER LINE OF A 32 FOOT ROAD 363 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO J.L. BENNETT, AND OTHERS BY DEED DATED APRIL 23, 1964, AND RECORDED IN BOOK 683, PAGE 159 OF OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THE PREMISES HEREIN DESCRIBED THENCE NORTH ALONG THE EAST LINE OF SAID BENNETT TRACT AND THE EAST LINE OF THE TRACT OF LAND CONVEYED TO LLOYD WILLIAMS, BY DEED DATED APRIL 4, 1946, RECORDED IN BOOK 696, PAGE 16 OF OFFICIAL RECORDS, 376.5 FEET TO THE NORTHERLY LINE OF THE TRACT OF LAND CONVEYED TO GEORGE H. TURNER AND WIFE, BY DEED DATED NOVEMBER 24, 1944, AND RECORDED IN BOOK 619, PAGE 438 OF OFFICIAL RECORDS, THENCE EAST ALONG THE NORTHERLY LINE OF SAID TURNER TRACT, 232 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO CHARLES KELSO, AND WIFE, BY DEED DATED FEBRUARY 24, 1947, AND RECORDED IN BOOK 722, PAGE 191 OF OFFICIAL RECORDS, THENCE SOUTH ALONG THE WEST LINE OF SAID KELSO TRACT, 376.5 FEET TO THE CENTER LINE OF SAID 32 FOOT ROAD, THENCE WEST ALONG SAID CENTER LINE 232 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY, TOGETHER WITH THE RIGHT OF ENTRY TO DEVELOP AND REMOVE SAID SUBSTANCES AS RESERVED IN THE DEED FROM JAMES D. CRAWFORD, RECORDED NOVEMBER 27, 1944, IN BOOK 619, PAGE 438 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 3/4 OF ONE-HALF OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES, IN AND UNDER THE HEREIN DESCRIBED LAND AS RESERVED IN THE DEED FROM LENA L. MENEGHETTI, A SINGLE WOMAN, AND TONY E. MENEGHETTI, AND WILLIE RUTH MENEGHETTI, HIS WIFE, BY DEED RECORDED FEBRUARY 8, 1949, IN BOOK 837, PAGE 241 OF OFFICIAL RECORDS.

PARCEL TWO: (PORTION OF APN: 075-051-037)

THE SOUTHERLY ONE-HALF OF THE EASTERLY ONE-HALF OF THAT PORTION OF THE DOS PUEBLOS RANCHO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF CAMINO DEL SUR DISTANT NORTH 876 FEET FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF PASADO ROAD AS SHOWN UPON THE MAP OF ISLA VISTA TRACT, RECORDED IN BOOK 15, PAGE 81 OF MAPS, RECORDS OF SANTA BARBARA COUNTY, CALIFORNIA, THENCE EAST ALONG THE CENTER LINE OF A 32 FOOT ROAD 363 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO J.L. BENNETT AND OTHERS, BY DEED DATED APRIL 23, 1964, AND RECORDED IN BOOK 683, PAGE 159 OF OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THE PREMISES HEREIN DESCRIBED, THENCE NORTH ALONG THE EAST LINE OF SAID BENNETT TRACT AND THE EAST LINE OF THE TRACT OF LAND CONVEYED TO LLOYD WILLIAMS BY DEED DATED APRIL 4, 1946, AND RECORDED IN BOOK 696, PAGE 16 OF OFFICIAL RECORDS, 376.5 FEET TO THE NORTHERLY LINE OF THE TRACT OF LAND CONVEYED TO GEORGE H. TURNER AND WIFE, BY DEED DATED NOVEMBER 24, 1944, AND RECORDED IN BOOK 619, PAGE 438 OF OFFICIAL RECORDS, THENCE EAST ALONG THE NORTHERLY LINE OF SAID TURNER TRACT, 232 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO CHARLES KELSO AND WIFE, BY DEED DATED FEBRUARY 24, 1947, AND RECORDED IN BOOK 722, PAGE 191 OF OFFICIAL RECORDS, THENCE SOUTH ALONG THE WEST LINE OF SAID KELSO TRACT 376.5 FEET TO THE CENTER LINE OF SAID 32 FOOT ROAD, THENCE WEST ALONG SAID CENTER LINE 232 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY, TOGETHER WITH THE RIGHT OF ENTRY TO DEVELOP AND REMOVE SAID SUBSTANCES AS RESERVED IN THE DEED FROM JAMES D. CRAWFORD, RECORDED NOVEMBER 27, 1944, IN BOOK 619, PAGE 438 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 3/4 OF ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER THE HEREIN DESCRIBED LAND, AS RESERVED IN THE DEED FROM LENA L. MENEGHETTI, A SINGLE WOMAN, AND TONY E. MENEGHETTI AND WILLIE RUTH MENEGHETTI, HIS WIFE, BY DEED RECORDED FEBRUARY 8, 1949, IN BOOK 837, PAGE 241 OF OFFICIAL RECORDS.

THE LAND ABOVE DESCRIBED AS PARCELS ONE AND TWO IS SHOWN ON A MAP FILED JULY 10, 1963, IN BOOK 65, PAGE 90 OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL THREE: (APN: 075-051-033)

THOSE PORTION OF THE LOS DOS PUEBLOS RANCHO IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON A POINT IN THE CENTER LINE OF PICASSO ROAD AT THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO RALPH C. DAY, A MARRIED MAN, RECORDED IN BOOK 1938, PAGE 1 OF OFFICIAL RECORDS; THENCE 1ST, ALONG SAID CENTER LINE EAST, AT 58.00 FEET THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO HENRY J. PITCHER AND CHARLOTTE MAY PITCHER, HUSBAND AND WIFE, RECORDED IN BOOK 1347, PAGE 146 OF OFFICIAL RECORDS, 116.00 FEET TO THE NORTHEAST CORNER OF SAID PITCHER TRACT; THENCE 2ND, ALONG THE EASTERLY LINE OF SAID PITCHER TRACT, SOUTH 376.5 FEET TO THE SOUTHEAST CORNER OF SAID PITCHER TRACT, BEING A POINT IN THE CENTER LINE OF ABREGO ROAD; THENCE 3RD, ALONG THE SOUTHERLY LINE OF SAID PITCHER TRACT AND ITS WESTERLY PROLONGATION, BEING ALSO ABREGO ROAD CENTER LINE WEST 116.00 FEET TO THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO ROBERT OSENGA AND DOROTHY E. OSENGA, HUSBAND AND WIFE, RECORDED IN BOOK 1091, PAGE 316 OF OFFICIAL RECORDS; THENCE 4TH ALONG THE WESTERLY LINE OF SAID OSENGA TRACT (TO AND ALONG THE WESTERLY LINE OF SAID DAY TRACT), NORTH 376.5 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THE NORTHERLY ONE-HALF THEREOF.

ALSO EXCEPTING THE SOUTHERLY 25.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE INTEREST IN THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND EXCEPTED IN THE FOLLOWING DEEDS:

DEED FROM JAMES D. CRAWFORD TO GEORGE H. TURNER AND WIFE, RECORDED NOVEMBER 27, 1944 IN BOOK 619, PAGE 438 OF OFFICIAL RECORDS, WHICH EXCEPTS ONE-HALF.

DEED FROM GEORGE H. TURNER AND WIFE, TO JOHN H. LENNON AND WIFE, RECORDED JULY 8, 1947 IN BOOK 743, PAGE 112 OF OFFICIAL RECORDS, WHICH EXCEPTS THREE-QUARTERS.

DEED FROM JOHN H. LENNON AND WIFE TO LENA L. MENEGHETTI AND OTHERS, RECORDED OCTOBER 20, 1948 IN BOOK 816, PAGE 313 OF OFFICIAL RECORDS, WHICH EXCEPTS THREE-QUARTERS.

DEED FROM LENA L. MENEGHETTI AND OTHERS TO DAVID R. GAMMONS AND HOPE M. GAMMONS, HIS WIFE, RECORDED FEBRUARY 8, 1949 IN BOOK 837, PAGE 241 OF OFFICIAL RECORDS WHICH EXCEPTS THREE-QUARTERS.

## Exhibit B

### Legal Description of the Picasso Property

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

That portion of the Rancho Los Dos Pueblos, in the County of Santa Barbara, State of California, as per map recorded in Book 20, Page 64 of Record of Surveys, in the office of the County Recorder of said County described as follows:

Beginning on a point in the center line of Picasso Road, at the Northwest corner of the tract of land described in the Deed to Ralph C. Day, a married man, recorded in Book 1930, Page 1 of Official Records, thence 1st, along said center line East, at 58.00 feet, the Northwest corner of the tract of land described in the Deed to Henry J. Pitcher and Charlotte May Pitcher, husband and wife, recorded in book 1347, page 146 of Official Record, 116.00 feet to the Northeast corner of said Pitcher Tract; thence 2nd, along the Easterly line of said Pitcher tract, South 376.5 feet to the Southeast corner of said Pitcher tract, being a point in the center line of Abrego Road, thence 3rd, along the Southerly line of said Pitcher Tract and its Westerly prolongation, being also Abrego Road center line, West 116.00 feet to the Southwest corner of the tract of land described in the Deed to Robert Osenga and Dorothy E. Osenga, husband and wife, recorded in Book 1091, Page 316 of Official Records, thence 4th, along the Westerly line of said Osenga tract of land (to and along the Westerly line of said Day Tract) North 376.5 feet to the True Point of Beginning.

Excepting the Southerly One- Half thereof.

## Exhibit C-1

### Legal Description of Driveway Easement Located on the Isla Vista Property

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

BEING OVER THE WESTERLY 10' OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHERLY ONE-HALF OF THE EASTERLY ONE-HALF OF THAT PORTION OF THE DOS PUEBLOS RANCHO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF CAMINO DEL SUR DISTANCE NORTH 876 FEET FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF PASADO ROAD, AS SHOWN UPON THE MAP OF ISLA VISTA TRACT, RECORDED IN BOOK 15, PAGE 81 OF MAPS, RECORDS OF SANTA BARBARA COUNTY, CALIFORNIA, THENCE EAST ALONG THE CENTERLINE OF A 32 FOOT ROAD 363 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO J.L. BENNETT, AND OTHERS BY DEED DATED APRIL 23, 1964, AND RECORDED IN BOOK 683, PAGE 159 OF OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THE PREMISES HEREIN DESCRIBED THENCE NORTH ALONG THE EAST LINE OF SAID BENNETT TRACT AND THE EAST LINE OF THE TRACT OF LAND CONVEYED TO LLOYD WILLIAMS, BY DEED DATED APRIL 4, 1946, RECORDED IN BOOK 696, PAGE 16 OF OFFICIAL RECORDS, 376.5 FEET TO THE NORTHERLY LINE OF THE TRACT OF LAND CONVEYED TO GEORGE H. TURNER AND WIFE, BY DEED DATED NOVEMBER 24, 1944, AND RECORDED IN BOOK 619, PAGE 48 OF OFFICIAL RECORDS, THENCE EAST ALONG THE NORTHERLY LINE OF SAID TURNER TRACT, 232 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO CHARLES KELSO, AND WIFE, BY DEED DATED FEBRUARY 24, 1947, AND RECORDED IN BOOK 722, PAGE 191 OF OFFICIAL RECORDS, THENCE SOUTH ALONG THE WEST LINE OF SAID KELSO TRACT, 376.5 FEET TO THE CENTER LINE OF SAID 32 FOOT ROAD, THENCE WEST ALONG SAID CENTER LINE 232 FEET TO THE TRUE POINT OF BEGINNING.

## Exhibit C-2

### Legal Description of Driveway Easement Located on the Picasso Property

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

BEING OVER THE EASTERLY 10 FEET OF THE PROPERTY DESCRIBED BELOW:

THAT PORTION OF THE RANCHO LOS DOS PUEBLOS, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGE 64 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING ON A POINT IN THE CENTER LINE OF PICASSO ROAD, AT THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO RALPH C. DAY, A MARRIED MAN, RECORDED IN BOOK 1930, PAGE 1 OF OFFICIAL RECORDS, THENCE 1<sup>ST</sup>, ALONG SAID CENTER LINE EAST, AT 58.00 FEET, THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO HENRY J. PITCHER AND CHARLOTTE MAY PITCHER, HUSBAND AND WIFE, RECORDED IN BOOK 1347, PAGE 146 OF OFFICIAL RECORD, 116.00 FEET TO THE NORTHEAST CORNER OF SAID PITCHER TRACT; THENCE 2<sup>ND</sup>, ALONG THE EASTERLY LINE OF SAID PITCHER TRACT, SOUTH 376.5 FEET TO THE SOUTHEAST CORNER OF SAID PITCHER TRACT, BEING A POINT IN THE CENTER LINE OF ABREGO ROAD, THENCE 3<sup>RD</sup>, ALONG THE SOUTHERLY LINE OF SAID PITCHER TRACT AND ITS WESTERLY PROLONGATION, BEING ALSO ABREGO ROAD CENTER LINE, WEST 116.00 FEET TO THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO ROBERT OSENGA AND DOROTHY E. OSENGA, HUSBAND AND WIFE, RECORDED IN BOOK 1091, PAGE 316 OF OFFICIAL RECORDS, THENCE 4<sup>TH</sup>, ALONG THE WESTERLY LINE OF SAID OSENGA TRACT OF LAND (TO AND ALONG THE WESTERLY LINE OF SAID DAY TRACT) NORTH 376.5 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THE SOUTHERLY ONE- HALF THEREOF.

**LENDER CONSENT AND SUBORDINATION**

The undersigned is the beneficiary under that certain Deed of Trust recorded on January 6, 2000, as Instrument No. 00-788 (the "Deed of Trust") in the Official Records of Santa Barbara County (the "Official Records") encumbering a portion of the real property described within the Joint Use and Easement Agreement (the "Driveway Easement").

The undersigned beneficiary under the Deed of Trust hereby consents to the Driveway Easement and hereby subordinates the lien of said Deed of Trust to the provisions of the Driveway Easement.

Dated: \_\_\_\_\_, 2021

Mechanics Bank, successor by merger to  
Mid-State Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, who proved to me 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 \_\_\_\_\_

**LENDER CONSENT AND SUBORDINATION**

The undersigned is the beneficiary under that certain Deed of Trust recorded on January 6, 2000, as Instrument No. 00-792 (the "Deed of Trust") in the Official Records of Santa Barbara County (the "Official Records") and that certain Regulatory Agreement and Declaration of Restrictive Covenants recorded on January 6, 2000, as Instrument No. 00-791 (the "Regulatory Agreement") encumbering a portion of the real property described within the Joint Use and Easement Agreement (the "Driveway Easement").

The undersigned beneficiary under the Deed of Trust and Regulatory Agreement hereby consents to the Driveway Easement and hereby subordinates the lien of said Deed of Trust and Regulatory Agreement to the provisions of the Driveway Easement.

Dated: \_\_\_\_\_, 2021

County of Santa Barbara, successor agency to  
the former Redevelopment Agency of the County of  
Santa Barbara

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, who proved to me 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 \_\_\_\_\_

**LENDER CONSENT AND SUBORDINATION**

The undersigned is the beneficiary under that certain Deed of Trust recorded on January 6, 2000, as Instrument No. 00-795 (the "Deed of Trust") in the Official Records of Santa Barbara County (the "Official Records") and that certain Regulatory Agreement and Declaration of Restrictive Covenants recorded on January 6, 2000, as Instrument No. 00-794 (the "Regulatory Agreement") encumbering a portion of the real property described within the Joint Use and Easement Agreement (the "Driveway Easement").

The undersigned beneficiary under the Deed of Trust and Regulatory Agreement hereby consents to the Driveway Easement and hereby subordinates the lien of said Deed of Trust and Regulatory Agreement to the provisions of the Driveway Easement.

Dated: \_\_\_\_\_, 2021

County of Santa Barbara

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, who proved to me 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 \_\_\_\_\_

**LENDER CONSENT AND SUBORDINATION**

The undersigned is the beneficiary under that certain Deed of Trust recorded on March 26, 2012, as Instrument No. 12-19300 (the "Deed of Trust") in the Official Records of Santa Barbara County (the "Official Records") and that certain Grant Lien and Regulatory Agreement recorded on March 26, 2012, as Instrument No. 12-19301 (the "Regulatory Agreement") encumbering a portion of the real property described within the Joint Use and Easement Agreement (the "Driveway Easement").

The undersigned beneficiary under the Deed of Trust and Regulatory Agreement hereby consents to the Driveway Easement and hereby subordinates the lien of said Deed of Trust and Regulatory Agreement to the provisions of the Driveway Easement.

Dated: \_\_\_\_\_, 2021

California Department of Housing and Community Development

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, who proved to me 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 \_\_\_\_\_